

RESOLUTION NO.

**JOB ORDER CONTRACT AGREEMENT
JOC-2008**

THIS JOB ORDER CONTRACT (Agreement), is entered into this 28th day of January, 2020, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and A CST GROUP, INC. dba DYNASEL USA, 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 General Construction, JOC-2008, 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	0.9800
Other than Normal Working Hours	0.9000
Detention Facilities Normal Working Hours	1.2500
Detention Facilities Other than Normal	1.3000
OSHPD Facilities Normal Working Hours	1.5000
OSHPD Facilities Other than Normal	1.5550

There is no Minimum Contract Value. The initial Contract amount shall be \$1,000,000 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 \$5,000,000.

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 the 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
5. Construction Task Catalog®
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:

By _____
President, Board of Supervisors

Michael P. Callagy
Clerk of the Board of Supervisors

By _____
Contractor
Its _____
Director

Surety Group
625 The City Drive South, Suite 205
Orange, CA 92868 USA
Tel: 714-740-7000



January 13, 2020

County of San Mateo

RE: Bondability Letter for A CST Group, inc. dba Dynasel USA

To: Whom it may concern,

Tokio Marine HCC - Surety Group is a leading provider of surety bonds; comprised of American Contractors Indemnity Company, U.S. Specialty Insurance Company and United States Surety Company. Our underwriting companies are rated AA- (Very Strong) by Standard & Poor's and A+ (Superior) by A.M. Best Company.

Tokio Marine HCC is a leading specialty insurance group underwriting more than 100 classes of specialty insurance in approximately 180 countries. Headquartered in Houston, Texas, the company is made up of highly entrepreneurial teams equipped to underwrite special situations, companies and individuals. Tokio Marine HCC is part of Tokio Marine, a premier global company with a market cap of approximately \$30 billion.

A CST Group, inc. dba Dynasel USA is a surety client of Tokio Marine HCC - Surety Group. We understand that you are considering them for future projects. Although we have not set a maximum single bond limit, we will consider the company for payment and performance bonds of \$5,000,000.00 single limit within a \$5,000,000.00 aggregate program.

Please be advised that execution of all final bonds is subject to review and acceptance of the final contract terms, conditions, and financing by our client and Tokio Marine HCC - Surety Group at the time of each request. This letter does not guarantee the execution of any final bonds. The information contained herein is furnished as a matter of courtesy for your confidential use and is merely an expression of opinion as of the date of this letter. If you have any questions please do not hesitate to contact me at 714-740-7000.

Best Regards,

A handwritten signature in black ink, appearing to read "Ted Lee".

Ted Lee, Attorney-in-Fact
On Behalf of U.S. Specialty Insurance Company

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 01/13/2020 before me,

K. Ho, Notary Public

Here Insert Name and Title of the Officer

Ted Lee

Name(s) of Signer(s)

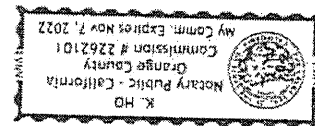
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Real Estate Bondability

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ted Lee

Corporate Officer — Title(s): _____

Partner — Limited General _____

Individual ☒ Attorney in Fact _____

Trustee _____

Guardian or Conservator _____

Other: _____

Signer is Representing: U.S. Specialty Insurance Company

Signer is Representing: _____

Other: _____

Trustee _____

Guardian or Conservator _____

Individual ☐ Attorney in Fact _____

Partner — Limited General _____

Corporate Officer — Title(s): _____

Signer's Name: _____



POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Paul S. Dito, Ariel T. Heredia, Ted Lee or Freddy Anvari of Orange, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, 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 riders, amendments, and consents of surety, providing the bond penalty does not exceed Ten Million Dollars (\$10,000,000.00). This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents cancelling 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 hereafter 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.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereunto affixed, this 1st day of June, 2018.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY



State of California
 County of Los Angeles

By:

Daniel P. Aguilar, Vice President

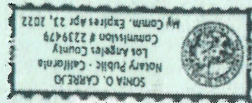
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Daniel P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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.

Signature _____ (seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power set out in the Power of Attorney are in full force and effect; furthermore, the resolutions of the Boards of Directors, of Attorney, executed by said Companies, which is still in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 13th day of January 2020

Corporate Seals
 Bond No. _____

Agency No. 9007



Kio Lo, Assistant Secretary

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.

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.

One Million And 00/100 Dollars (\$ 1,000,000.00)
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.

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to A CST Group, Inc. dba: Dynasel USA, hereinafter designated as "Principal," a contract dated , hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as JOC-2008 General Construction

KNOW ALL PERSONS BY THESE PRESENTS:

Premium: \$18,000.00

Bond No. 100478303

Premium Subject To Adjustment Based
On Final Contract Price.
PERFORMANCE BOND
JOC-2008

IN WITNESS WHEREOF, this instrument has been duly executed by the

Principal and Surety this 9th day of January, 2020.

A CST Group, Inc. dba: Dynasel USA

Principal

[Handwritten Signature]

Signature

Printed Name

JAMES LARQUE

U.S. Specialty Insurance Company

Surety

[Handwritten Signature]

Signature

Ted Lee

Printed Name Attorney-in-Fact

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

The above bond is accepted and approved this _____ day of _____, 20_____.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 01/09/2020 before me,

Angela K. Kim, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Ted Lee

Name(s) of Signer(s)

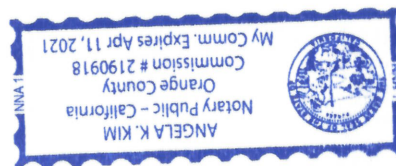
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond# 100478303

Number of Pages: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ted Lee

Corporate Officer — Title(s): _____

Partner — Limited General

Individual

Trustee

Other: _____

Guardian or Conservator

Attorney in Fact

Individual

Trustee

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual

Trustee

Other: _____

Guardian or Conservator

Attorney in Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That, U.S. SPECIALTY 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,

TED LEE

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 bond number 100478303, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One million, one hundred thousand and 00/100 (\$1,100,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty 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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, 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 by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company. IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.

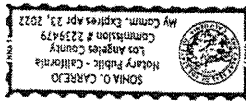


By: Adam S. Pessin, Senior Vice President
U.S. SPECIALTY INSURANCE COMPANY

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.



Signature Sonia O. Carrejo
WITNESS my hand and official seal. (seal)

I, Klio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January, 2020.

Klio Lo, Assistant Secretary



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

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.

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.

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 9550-9566 inclusive, and all amendments thereto.

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.

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.

One Million And 00/100 Dollars (\$ 1,000,000.00)

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

(Surety's Name)

That the said Principal and the undersigned U.S. Specialty Insurance Company

NOW THEREFORE, THESE PRESENTS WITNESSETH:

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.

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to A CST Group, Inc. dba: Dynasel USA hereinafter designated as the "Principal," a contract dated hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as JOC-2008 General Construction

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 100478303
Premium Included On
Performance Bond

PAYMENT BOND
JOC-2008

Premium Subject To Adjustment Based
On Final Contract Price.

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached

Orange, CA 92868

625 The City Drive South, Suite 205

U.S. Specialty Insurance Company

Address for Notices:

Printed Name Attorney-in-Fact
Ted Lee

Signature

Surety
U.S. Specialty Insurance Company

Printed Name

Signature

Principal
A CST Group, Inc. dba: Dynasel USA

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, 2020.

below.

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On 01/09/2020 before me,

Angela K. Kim, Notary Public

Here Insert Name and Title of the Officer

Ted Lee

Name(s) of Signer(s)

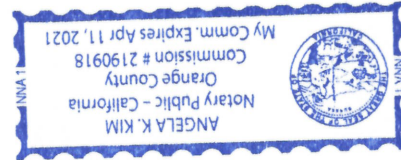
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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.

Signature

Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bond# 100478303

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Ted Lee

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ General☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: US Specialty Insurance Company

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____



KNOW ALL MEN BY THESE PRESENTS:

POWER OF ATTORNEY

That, U.S. SPECIALTY 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,

TED LEE

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 bond number 100478303, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One million, one hundred thousand and 00/100 (\$1,100,000.00). Said appointment is made under and by authority of the following resolutions of the Board of Directors of U. S. Specialty 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 on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any such 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 by unanimous written consent in lieu of meeting on September 1st, 2011.

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company. IN WITNESS WHEREOF, U.S. Specialty Insurance Company has caused its seal to be affixed hereto and executed by its Senior Vice President on this 18th day of December 2017.



State of California
County of Los Angeles

By:

U.S. SPECIALTY INSURANCE COMPANY
Adam S. Pessin, Senior Vice President

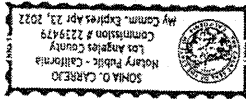
A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, Senior Vice President of U.S. Specialty Insurance Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

Signature

(seal)



I, Kio Lo, Assistant Secretary of U.S. Specialty Insurance Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of January, 2020.

Bond No. 100478303

Agency No. 4203

Kio Lo, Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/10/2020

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 have ADDITIONAL INSURED provisions or 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).

PRODUCER Hunter Insurance Services, Inc. 9855 Prospect Ave Suite D Santee CA 92071		INSURED A CST Group Inc PO Box 700761 Santa Clara CA 95054	
CONTACT NAME: Sena Cole PHONE (A/C, No. Ext): E-MAIL: sena@hunteronline.com ADDRESS:		INSURER A: Benchmark Insurance Company INSURER B: Topa Insurance Company INSURER C: Midwest Employers Casualty Company INSURER D: INSURER E: INSURER F:	
NAIC # 41394		23612	

COVERAGES

REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	LTR	TYPE OF INSURANCE	ADDITIONAL	INSURANCE	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
☒	☒	COMMERCIAL GENERAL LIABILITY	☒	CLAIMS-MADE OCCUR	BIC5020358	10/10/2019	10/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 COMBINED SINGLE LIMIT \$
☒	☒	AUTOMOBILE LIABILITY	☒	ANY AUTO OWNED HIRE NON-OWNED SCHEDULED AUTOS ONLY AUTOS ONLY				(Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
☒	☒	UMBRELLA LIAB	☒	EXCESS LIAB OCCUR	XL0020230201	12/10/2019	10/10/2020	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ 8,000,000 Products \$ 8,000,000
☒	☒	WORKERS COMPENSATION	☒	RETENTION \$ OCCUR	BNJWC0135428	3/1/2019	3/1/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of San Mateo, the owner, and its officers, agents, employees, and servants are named Additional Insured, per attached endorsement. Coverage is Primary and Non-Contributory, Waiver of Subrogation applies.
RE: JOC-2008

CERTIFICATE HOLDER

CANCELLATION

County of San Mateo, Department of Public Works 555 County Center, 5th Floor Redwood City CA 94063	AUTHORIZED REPRESENTATIVE
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	

			
Counterparty Representative of Authorized Representative		BENCHMARK INSURANCE COMPANY	
Effective 10/10/2019	A CST Group Inc DBA Dynasel USA Insured		Policy Number BIC5020358
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED. IT IS AGREED COVERAGE IS PROVIDED TO THE ADDITIONAL INSURED(S) AS FOLLOWS: 1. SECTION II OF THE POLICY (WHO IS AN INSURED) IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT THE NAMED INSURED HAS AGREED IN AN INSURED CONTRACT TO NAME AS AN ADDITIONAL INSURED PROVIDED THE BODILY INJURY OR PROPERTY DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE INSURED CONTRACT AND THE BODILY INJURY OR PROPERTY DAMAGE ARISES FROM YOUR WORK PERFORMED DURING THE POLICY TERM. 2. PARAGRAPH 6.D. IS HEREBY ADDED TO SECTION IV, COMMERCIAL GENERAL LIABILITY CONDITIONS, OF THE POLICY, AS FOLLOWS: D. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN PARAGRAPHS 6.A., 6.B., OR 6.C. HEREOF, THE INDEMNITY PROVIDED BY THIS INSURANCE IS PRIMARY AND NONCONTRIBUTORY FOR ANY PERSON OR ORGANIZATION THAT IS AN ADDITIONAL INSURED UNDER THIS POLICY AND THAT YOU HAVE AGREED, IN AN INSURED CONTRACT, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE. 3. THE APPLICABLE LIMIT OF THE COMPANY'S LIABILITY SHALL NOT BE INCREASED BY THE INCLUSION OF ANY NUMBER OF ADDITIONAL INSUREDS. 4. OTHER THAN AS EXPRESSLY MODIFIED HEREIN, COVERAGE FOR THE ADDITIONAL INSURED IS GOVERNED BY THE TERMS AND CONDITIONS OF THIS POLICY, INCLUDING THE INSURING AGREEMENTS. 5. THE COVERAGE PROVIDED FOR THE ADDITIONAL INSURED IS ONLY TO THE EXTENT OF DAMAGES FROM BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF THE NEGLIGENCE OR STRICT LIABILITY OF THE NAMED INSURED. NO COVERAGE IS PROVIDED FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF ACTS, ERRORS OR OMISSIONS OF THE ADDITIONAL INSURED. 6. NO COVERAGE IS PROVIDED TO AN ADDITIONAL INSURED FOR DAMAGES BECAUSE OF BODILY INJURY TO AN EMPLOYEE OF THE NAMED INSURED, WHETHER SUIT IS BROUGHT OR CLAIM IS MADE BY THE EMPLOYEE OR THE PARENT, SPOUSE, CHILD OR SIBLING OF SUCH EMPLOYEE, OR ANY ENTITY SEEKING DAMAGES BECAUSE OF INJURY TO SUCH EMPLOYEE.			
ENDT. NO. 6 G0103 (ed 09/24/09) PRIMARY BLANKET ADDITIONAL INSURED ENDORSEMENT			

		 BENCHMARK INSURANCE COMPANY	
Countersignature of Authorized Representative			
A CST Group Inc DBA Dynasel USA		Policy Number BIC5020358	
Insured		Effective 10/10/2019	
ENDORSEMENT WAIVER OF SUBROGATION - BLANKET IT IS AGREED, FOR AN ADDITIONAL PREMIUM OF \$ IncInM&D, THAT THE TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) IS AMENDED AS FOLLOWS: WE WAIVE ANY RIGHT OF RECOVERY WE MAY HAVE AGAINST ANY PERSON OR ORGANIZATION THAT QUALIFIES AS AN ADDITIONAL INSURED PURSUANT TO THE TERMS OF ENDORSEMENT NUMBER 6. BECAUSE OF PAYMENTS WE MAKE FOR BODILY INJURY OR PROPERTY DAMAGE ARISING OUT OF (i) YOUR WORK PERFORMED DURING THE POLICY PERIOD UNDER AN INSURED CONTRACT WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE BODILY INJURY OR PROPERTY DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE INSURED CONTRACT, OR (ii) YOUR PRODUCT MANUFACTURED OR SOLD DURING THE POLICY PERIOD UNDER AN INSURED CONTRACT WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE BODILY INJURY OR PROPERTY DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE INSURED CONTRACT, OR (iii) YOUR PRODUCT MANUFACTURED OR SOLD DURING THE POLICY PERIOD UNDER AN INSURED CONTRACT WITH THAT PERSON OR ORGANIZATION, PROVIDED THAT THE BODILY INJURY OR PROPERTY DAMAGE OCCURS SUBSEQUENT TO THE EXECUTION OF THE INSURED CONTRACT. ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.			

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.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0.020000 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

State

Description

CA

Any party with whom the insured agrees to waive subrogation in a written contract.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date:

Policy Number: BNUWC0135428

Endorsement No.:

Insured Name: A CST Group Inc DBA Dynasel USA

Insurance Company:

StarNet Insurance Company

Countersigned By

