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CONTRACTS DEPT.

## RESOLUTION NO.

**JOB ORDER CONTRACT AGREEMENT  
JOC-2011**

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 ACCO ENGINEERED SYSTEMS, 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 MECHANICAL WORKS, JOC-2011, 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	1.2500
Other than Normal Working Hours	1.3000
Detention Facilities Normal Working Hours	1.3300
Detention Facilities Other than Normal	1.3400
OSHPD Facilities Normal Working Hours	1.3500
OSHPD Facilities Other than Normal	1.4000

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 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

Contractor

By \_\_\_\_\_  
Its

  
CARLTON SEYFORTH, Assistant Secretary

Bond Number: 09341653

Premium: \$6,833.00\*\*

**PERFORMANCE BOND  
JOC-2011**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to ACCO ENGINEERED SYSTEMS, INC. hereinafter designated as "Principal," a contract dated January 28, 2020, hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as JOC-2011; County of San Mateo Job Order Contract Agreement - Mechanical Works.

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

NOW THEREFORE, THESE PRESENTS WITNESSETH:

Fidelity And Deposit

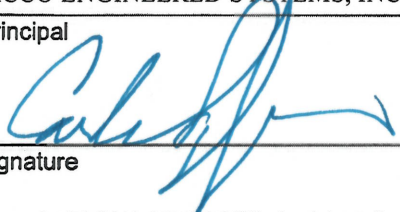
That the said Principal and the undersigned, Company Of Maryland, as corporate Surety, are held and firmly bound unto the County in the sum of

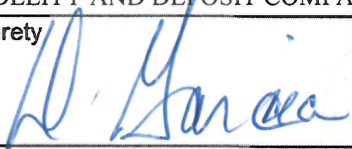
One Million and 00/100s Dollars (\$ 1,000,000.00 )  
lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

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.

IN WITNESS WHEREOF, this instrument has been duly executed by the  
Principal and Surety this 7th day of January, 2020.

ACCO ENGINEERED SYSTEMS, INC.  
Principal  
  
Signature  
CARLTON SEYFORTH, Assistant Secretary  
Printed Name

FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
Surety  
  
Signature  
Donna Garcia, Attorney-In-Fact  
Printed Name

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\_\_\_\_.



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles

On JAN 08 2020 before me, Meghan Hanes, Notary Public, personally appeared Donna Garcia 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

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

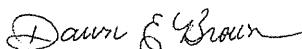
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6<sup>th</sup> day of March, A.D. 2019.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

  
By: *Robert D. Murray*  
Vice President

  
By: *Dawn E. Brown*

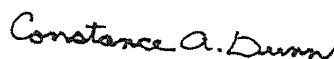
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



  
Constance A. Dunn, Notary Public

My Commission Expires: July 9, 2019

**PAYMENT BOND  
JOC-2011**

**KNOW ALL MEN BY THESE PRESENTS:**

**That WHEREAS**, the County of San Mateo hereinafter designated as the "County," has awarded to ACCO ENGINEERED SYSTEMS, INC. hereinafter designated as the "Principal," a contract dated January 28, 2020 hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as JOC-2011; County of San Mateo Job Order Contract Agreement - Mechanical Works

**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 FIDELITY AND DEPOSIT COMPANY OF MARYLAND,  
(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

One Million and 00/100s

**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, 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 9550-9566 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 7th day of January, 2020.

ACCO ENGINEERED SYSTEMS, INC.

Principal

Signature

CARLTON SEYFORTH, Assistant Secretary

Printed Name

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Signature

Donna Garcia, Attorney-In-Fact

Printed Name

Address for Notices:

777 S. Figueroa Street, Suite 3900

Los Angeles, CA 90017

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



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 Los Angeles

On JAN 07 2020 before me, Meghan Hanes, Notary Public, personally appeared Donna Garcia 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

A handwritten signature in blue ink that reads 'Meghan Hanes'. The signature is written over a horizontal line.

Signature of Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

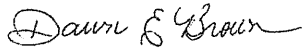
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6<sup>th</sup> day of March, A.D. 2019.



**ATTEST:**  
**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

  
By: *Robert D. Murray*  
Vice President

  
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**Zurich North America Surety**

Phone 213-270-0807

777 S. Figueroa Street, Suite 3900  
Los Angeles, CA 90017

Fax 213-270-0845

January 9, 2020

Re: **ACCO Engineered Systems**  
Surety Bonding Reference

To Whom It May Concern:

Fidelity and Deposit Company of Maryland ("F&D"), a Zurich Company, acts as surety for **ACCO Engineered Systems ("ACCO")** its contracting matters. F&D is a major, national provider of contract surety bonds, is listed in the Federal Register as a surety acceptable on Federal projects, and enjoys a Bests Guide rating of A+XV. We are a licensed, admitted surety in all fifty United States and its territories.

Our relationship with ACCO dates back to 1989. Over the years we have supported ACCO with bid, performance and payment bonds in the \$150 million per project and \$800 million aggregate program ranges. This would not preclude us from considering projects and a program in excess of those parameters. Based upon our knowledge of ACCO's management, construction experience and current financial position, we have every confidence in its ability to successfully undertake, manage and complete projects within those parameters and within its areas of expertise.

For your information ACCO is a well-known, California based HVAC specialty contractor. It is without reservation that we recommend this construction firm to you.

Sincerely,

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Edward C. Spector, Attorney-in-Fact

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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.

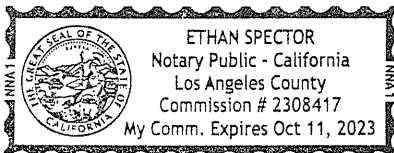
State of California

County of Los Angeles

On January 9, 2020 before me, Ethan Spector, Notary Public, personally appeared Edward C. Spector 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

A handwritten signature in black ink, appearing to be 'E. Spector', written over a horizontal line.

Signature of Notary Public

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**


KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **B. Aleman, Tracy Aston, Tom Branigan, Simone Gerhard, Rosa E. Rivas, Edward C. Spector, Marina Tapia, Nathan Varnold, Donna Garcia and KD Wapato, all of Los Angeles, California, EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

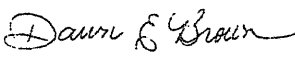
The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 6<sup>th</sup> day of March, A.D. 2019.



**ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

  
\_\_\_\_\_  
By: *Robert D. Murray*  
Vice President

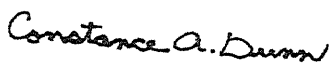
  
\_\_\_\_\_  
By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 6th day of March, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



  
\_\_\_\_\_  
Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019





# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
01/02/2020

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> (866) 283-7122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> ACCO Engineered Systems, Inc. 888 East Walnut Street Pasadena CA 91101 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Arch Insurance Company	
	<b>INSURER B:</b> Arch Indemnity Insurance Company	
	<b>INSURER C:</b>	
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570080033034**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 CERTIFICATION 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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		71PKG8949202	10/01/2019	10/01/2020	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		71PKG8949202	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		71WCI8949102 AOS 74WCI8949002 CA, OR, TX	10/01/2019	10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
B		N/A			10/01/2019	10/01/2020	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)

[RE: Construction, ACCO Job No. 817608, Job No. JOC-2010, JOC-2011, JOC-2012, County of San Mateo Mechanical Special Projects, 555 County Center, 5th Floor, Redwood City, CA 94063.]  
[AI: County of San Mateo - Department of Public Works; and its officers, agents, employees and servants] are included as Additional Insured with respect to the General Liability and Automobile Liability Policies; and General Liability and Automobile Liability Policies evidenced herein are Primary to other insurance available as required by written contract but limited to the operations of the insured under the said contract. Explosion, Collapse, Underground Coverage is included in the General Liability Policy. Contractual Liability is included in the General Liability Policy.

**CERTIFICATE HOLDER****CANCELLATION**

County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City CA 94063 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Aon Risk Insurance Services West, Inc.</i>

Holder Identifier : ALMOW

Certificate No : 570080033034

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
**SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s)</b>	<b>Location(s) Of Covered Operations</b>
All parties where required by a written contract	Where required by written contract
Information required to complete this Schedule, if not shown 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
2. 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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**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:

1. 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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - BLANKET**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person or organization who is required under a written contract to be included as an "insured" under this policy, but only with respect to their legal liability for your acts or omissions or the act or omissions of a person for whom **Covered Autos Liability Coverage** is afforded under this policy.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8949202

Named Insured: ACCO ENGINEERED SYSTEMS, INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

### **Primary And Noncontributory Insurance**

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

- (2)** 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.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT -  
DESIGNATED CONTRACT(S)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM

**SCHEDULE**

**Designated**

**Contract(s):** All parties where required by a written contract

With respect to the contract(s) designated in the Schedule above, it is agreed that the following subparagraph **e.** is added to **SECTION IV - BUSINESS AUTO CONDITIONS**, Paragraph **B. 5.** and **SECTION V - GARAGE CONDITIONS**, Paragraph **B. 5.**

**5. Other Insurance**

- e.** With respect to **SECTION II - LIABILITY COVERAGE**, where you are specifically required by a written contract designated in the Schedule above to provide insurance that is primary and non-contributory, and the written contract designated in the Schedule above so requiring is executed by you before any "accident", this insurance will be primary and the other insurance will not contribute with this insurance, but only to the extent required by that written contract.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8949202

Named Insured: ACCO ENGINEERED SYSTEMS, INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8949202

Named Insured: ACCO ENGINEERED SYSTEMS, INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 74WCI8949002

Named Insured: ACCO ENGINEERED SYSTEMS, INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS  
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 60 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

**Schedule**

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71WCI8949102

Named Insured: ACCO ENGINEERED SYSTEMS, INC

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 10-01-19