#### RESOLUTION NO.

## JOB ORDER CONTRACT AGREEMENT JOC-2101

THIS JOB ORDER CONTRACT (Agreement), is entered into this <u>28th</u> day of <u>January</u>, 2021, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and OLYMPOS PAINTING, 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 General Construction, JOC-2101, 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	1.1000
Other than Normal Working Hours	1.1500
Detention Facilities Normal Working Hours	1.1000
Detention Facilities Other than Normal	1.1500
OSHPD Facilities Normal Working Hours	1.1000
OSHPD Facilities Other than Normal	1.1500

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
	Its Christos Skianis, CFO

#### **Liberty Mutual Surety**

17771 Cowan, Suite 100, Irvine, California 92614, (949) 263-3300 www.libertymutualsurety.com

December 10, 2020

County of San Mateo

Department of Public Works

RE: Olympos Painting, Inc.

To whom it may concern,

The Ohio Casualty Insurance Company, AM Best Rated A (Excellent) XV, is the bonding company for Olympos Painting, Inc. Our client has a current available single bonding line of \$5,000,000 and an aggregate bonding line of \$10,000,000, which is fully available to them at this time.

The Ohio Casualty Insurance Company will provide performance and payment bonds to Olympos Painting, Inc. for the JOC-2101 General Construction for \$5,000,000 in the event they are awarded the maximum contract value.

Best regards,

THE OHIO CASUALTY INSURANCE COMPANY

Andrew Sysyn

polen Syla

Attorney-in-Fact

#### PERFORMANCE BOND JOC-2101

#### KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to Olympos Painting, Inc., hereinafter designated as "Principal," a contract dated January 28, 2021, hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as County of San Mateo Job Order Contract (JOC-2021 General Construction).

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, The Ohio Casualty Insurance Company, as corporate Surety, are held and firmly bound unto the County in the sum of 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.

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.

	Correspondence relating below.	to this bond shall be sent to the Surety at the address set forth
	IN WITNESS WHI and Surety this 10th	<b>EREOF,</b> this instrument has been duly executed by the Principalday of December, 20 20
	Olympos Painting, Inc. Principal	The Ohio Casualty Insurance Company Surety
India.	Ŝignature	Signature
	Printed Name	Andrew Sysyn, Attorney-in-Fact Printed Name
	en de la companya de	Address for Notices:
		The Ohio Casualty Insurance Company 17771 Cowan Avenue
		Irvine, CA 92614
	NOTE: Notary acknowledgeme	nt for Surety and Surety's Power of Attorney must be attached.

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 December 10, 2020 before me, Maria Sysyn, Notary Public Date Here Insert Name and Title of the Officer Andrew Sysyn personally appeared 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. MARIA SYSYN WITNESS my hand and official seal. Notary Public - California Orange County Commission # 2311715 My Comm. Expires Nov 7, 2023 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: \_\_\_\_ \_\_ Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_ ☐ Corporate Officer — Title(s): \_\_\_\_ ☐ Corporate Officer — Title(s): \_\_\_ ☐ Partner — ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_ 

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204331 - 971940

#### **POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,	
all of the city of San Juan Capistrano state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October , 2020 .	
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty In	ries,
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State of PENNSYLVANIA County of MONTGOMERY  On this 2nd day of October Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.  IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.  COMMONWEALTH OF PENNSYLVANIA  Notarial Seal	Princation
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written	
COMMONWEALTH OF PENNSYLVANIA Noterial Seat Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires March 28, 2021 Member, Pennsylvania Association of Notaries  By: Licias lastella  Teresa Pastella, Notary Public  Teresa	Of Autorney (P.C.)
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	OWEI C
have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.  ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.  Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make execute social acknowledge and deliver as executed at all the company to make execute social acknowledge and deliver as executed at all the company to make executed and the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make execute social acknowledge and deliver as executed at the company to make execute social acknowledge and deliver as executed at the company to make a very to social acknowledge and deliver as executed at the company to make a very to social acknowledge and deliver as executed at the company to make a very to social acknowledge.	TOI DOING SILUYOI T
Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.	Mildelphan
Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in- act as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.	

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December, 2020.







Renee C. Llewellyn, Assistant Secretary

#### PAYMENT BOND JOC-2101

#### **KNOW ALL MEN BY THESE PRESENTS:**

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to Olympos Painting, Inc. hereinafter designated as the "Principal," a contract dated January 28, 2021 hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as County of San Mateo Job Order Contract (JOC-2101 General Construction).

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 The Ohio Casualty 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 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, 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.

Payment Bond

IN WITNESS WHEREOF, this	s instrument has been duly executed by the
Principal and Surety this 10th day of	<u>December</u> , 20_20
Olympos Painting, Inc. Principal	The Ohio Casualty Insurance Company Surety
Signature	Signature
Christos Skanis Printed Name	Andrew Sysyn, 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	thisday of, 20



KNOWN ALL DEDOOMS

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8204331 - 971940

#### **POWER OF ATTORNEY**

Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,	!
all of the city of San Juan Capistrano state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.	
IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 2nd day of October, 2020.	
Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company West American Insurance Company West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty Insurance Company  The Ohio Casualty Insurance Company  West American Insurance Company  The Ohio Casualty	liries,
State of PENNSYLVANIA County of MONTGOMERY Ss  David M. Carey, Assistant Secretary	ing
On this 2nd day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.	(POA) verification inquiries,
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.	N Ve
COMMONWEALTH OF PENNSYLVANIA  Notarial Seal  Teresa Pastella, Notary Public Upper Merion Twp Montgomery County My Commission Expires March 28, 2021  Member, Pennsylvania Association of Notaries  COMMONWEALTH OF PENNSYLVANIA  By:	f Attorney (POA or email HOSI
This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	wer o
ARTICLE IV - OFFICERS: Section 12. Power of Attorney.  Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety have full power to hind the Corporation by	For bond and/or Poplease call 610-832
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the signed by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if	<u> </u>
Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorized Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorized Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorized Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorized Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorized Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorized Designation - The President of the Company, acting the Company authorized Designation - The President of the Company acting the Compa	

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of December , 2020 .







By: Renee C. Llewellyn, Assistant Secretary

### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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A notary public or other officer completing this certificate is attached, and not	icate verifies only the identity of the individual who signed the the truthfulness, accuracy, or validity of that document.
State of California	)
County of Orange	)
On December 10, 2020 before me, M.	aria Sysyn, Notary Public
Date	Here Insert Name and Title of the Officer
personally appearedAndrew Sysyn	
	Name(s) of Signer(s)
agazoniaga to the Mithin manning and acknow	y evidence to be the person(s) whose name(s) is/are wledged to me that he/she/they executed the same in his/her/their signature(s) on the instrument the person(s), acted, executed the instrument.
MARIA SYSYN	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California	WITNESS my hand and official seal.
Orange County Commission # 2311715 My Comm. Expires Nov 7, 2023	and the same of th
	Signature Signature of Notary Public
Place Notary Seal Above	77.044
Though this section is optional, completing this	PTIONAL  s information can deter alteration of the document or s form to an unintended document.
<b>Description of Attached Document</b>	and an annual document.
Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other That	an Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	
☐ Corporate Officer — Title(s):	Signer's Name:
☐ Partner — ☐ Limited ☐ General	☐ Corporate Officer — Title(s): ☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Consenuator
□ Other: Signer Is Representing:	☐ Other:Signer Is Representing:
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 line of the policy.

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					CONTA NAME:	JEFFKE	Y MCDONA	LD		
	surance Professionals of Arizona				PHONE (A/C. N	o, Ext): 62347	62277	FAX (A/C, No):	6029714	1400
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## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2020

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

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County of San Mateo  555 County Center Redwood City, CA 94063  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES THE EXPIRATION DATE THEREOF, NOTICE WI ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE		555 County Center				ACCC	EXPIRATION PRDANCE WITH ZED REPRESENT	THE POLICY	REOF. NOTICE V	S BE CAI	NCELLEI E DELIV	D BEFORE ERED IN

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Location(s) Of Covered Operations
ere specified by fully executed written contract.
- b

- 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.

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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:

- 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.

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

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not sho	own 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" 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".

#### However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 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 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
- 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.

## PRIMARY / NON-CONTRIBUTORY INSURANCE ENDORSEMENT (BLANKET)

	Name of Project
Any person or organization to whom the Named Insured has agreed by a written contract that was fully executed brior to an "occurrence" that such person or organization be added as an additional insured under this policy on a primary and noncontributory basis, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to "occurrences" subsequent to the making of such fully executed written contract otherwise covered by this policy.	fully executed prior to an "occurrence".

It is agreed that this policy is amended as follows:

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to the person or organization named in the above Schedule shall be primary to, and non-contributory with, any other insurance available to such person or organization, but only as respects liability resulting from "your work" performed by the Named Insured at the project designated in the Schedule above for the person or organization named in the Schedule above.

This endorsement applies only to "bodily injury" or "property damage" caused by an "occurrence" under Coverage A and not otherwise excluded in the policy.

All other terms, conditions and exclusions under the policy are applicable to this endorsement and remain unchanged.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

Designated Construction Project(s):

Any construction project where you have agreed to provide a separate Designated Construction Project General Aggregate Limit under a fully executed written contract, provided such contract was executed prior to an "occurrence" or loss.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "productscompleted operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds:
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".

- 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A, and for all medical expenses caused by accidents under Section I Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
  - Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
- Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

#### SCHEDULE

Name Of Person Or Organization:

Any person or organization against whom you have agreed to waive your right of recovery in a written contract or written agreement, provided such contract or agreement was executed prior to the date of loss, injury or damage.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.