#### RESOLUTION NO.

#### JOB ORDER CONTRACT AGREEMENT JOC-2108

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 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-2108, 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	By Richard Ferreira
Agreement	Its Richard Ferreira Page 2 of 2 SF Bay Area FSG-UP

12/11/20

Bond Number: 9366423

#### PERFORMANCE BOND JOC-2108

#### KNOW ALL PERSONS BY THESE PRESENTS:

\$ 7 E x

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to <u>ACCO Engineered Systems, Inc.</u>, hereinafter designated as "Principal," a contract dated <u>December 8, 2020</u>, hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as Mechanical Works <u>JOC-2108</u>.

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, <u>Fidelity And Deposit</u> <u>Company Of Maryland</u>, as corporate Surety, are held and firmly bound unto the County in the sum of <u>One Million and 00/100s</u>

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.

Performance Bond Page 1 of 2

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

Principal and Surety this 17th day of	
RPO Pices Engineered Systems, Inc.	Fidelity And Deposit Company Of Maryland
Principal S JUNE 15, 0 1950	Surety
Hugh Palmer Risk Manager - Contracts	Signature Simone Gerhard, Attorney-In-Fact
Printed Name	Printed Name
NOTE: Notary acknowledgement for Surety ar	nd Surety's Power of Attorney must be attached.
The above bond is accepted and approve	this day of . 20

### COLORADO 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 Colorado	
County ofWeld	
evidence to be the person(s) whose natacknowledged to me that he/she/they capacity(ies), and that by his/her/their entity upon behalf of which the person	
	under PENALTY OF PERJURY under the laws of the State of that the foregoing paragraph is true and correct.
WITNESS	my hand and official seal.
Signature	BEVERLY McCoy, Notary Public  BEVERLY McCoy  NOTARY PUBLIC - STATE OF COLORADO  Notary ID #20194011592  My Commission Expires 3/25/2023

#### 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

Dawn & Brown

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, deposeth 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

Constance a. Dunn

#### **EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, <u>Attornevs-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

#### **CERTIFICATE**

I, the undersigned, Secretary of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this day of **DFC**. 1 7 2020 .







By:

Brian M. Hodges Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims 1299 Zurich Way Schaumburg, IL 60196-1056 www.reportsfclaims@zurichna.com 800-626-4577

#### PAYMENT BOND JOC-2108

Bond Number: 9366423

#### KNOW ALL MEN BY THESE PRESENTS:

**That WHEREAS,** the County of San Mateo hereinafter designated as the "County," has awarded to <u>ACCO Engineered Systems, Inc.</u>, hereinafter designated as the "Principal," a contract dated <u>December 8, 2020</u> hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as <u>Mechanical</u> Works JOC-2108.

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

Payment Bond Page 1 of 2

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 17th day of	
D ACCO Engineered Systems, Inc.  Principal  Hugh Palmer  Risk Manager - Contracts  Printed Name	Simone Gerhard, 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.

### COLORADO 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 Colorado	
County ofWeld	
evidence to be the person(s) whose acknowledged to me that he/she/t capacity(ies), and that by his/her/t	before me, Beverly McCoy, Notary Public, who proved to me on the basis of satisfactory e name(s) is/are subscribed to the within instrument and whey executed the same in his/her/their authorized their signature(s) on the instrument the person(s), or the rson(s) acted, executed the instrument.
	ify under PENALTY OF PERJURY under the laws of the State of ado that the foregoing paragraph is true and correct.
WITN	IESS my hand and official seal.
Signo	Beverly McCoy, Notary Public  BEVERLY MCCOY  NOTARY PUBLIC - STATE OF COLORADO 1 Notary ID #20194011592 Notary ID #20194011592 My Commission Expires 3/25/2023

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

By: Robert D. Murray Vice President

Dawn & Brown

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, deposeth 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

Constance a. Dum

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"Article V, Section 8, <u>Attorneys-in-Fact</u>. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

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IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this day of DFC 17 2020







By:

Brian M. Hodges Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577



#### **CERTIFICATE OF PROPERTY INSURANCE**

DATE (MM/DD/YYYY) 01/06/2021

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.

ROD	UCER				CONTACT NAME:			
on	Ris	k Insurance	e Services (	West, Inc.	PHONE	(866) 283-7122	FAX (800)	) 363-0105
Los Angeles CA Office 707 Wilshire Boulevard			(A/C. No. Ext): E-MAIL	,	(A/C. No.): (800)			
uit	e 2	600			ADDRESS: PRODUCER CUSTOMER ID	10021564		
os	Ang	eles CA 900	017-0460 US	4	CUSTOMER ID		SECONDA COVERAGE	
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SUR					INSURER A		an Ins Co	16535
		•	ystems, Inc		INSURER B			
		t Walnut Si a CA 91101			INSURER C			
					INSURER E	:		
INSURER F:								
		RAGES	CODIDITION OF DDG	CERTIFICATE NUMBER:  PERTY (Attach ACORD 101, Additional Remarks Sched	570085688701		EVISION NUMBER:	
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CI	AL CC	ONDITIONS / OTH	IER COVERAGES	(ACORD 101, Additional Remarks Schedule, may b	oe attached if more space i	s required)		•
E	RTII	FICATE HO	LDER		CANCELLATI	ON		
			f San Mateo	Department		OF THE ABOVE DESCRIB DF, NOTICE WILL BE	ED POLICIES BE CANCELLED B DELIVERED IN ACCORDANG	EFORE THE EXPIRATION CE WITH THE POLICY
		of Public			AUTHORIZED REPRE	ESENTATIVE <b>Xon</b>	Risk Insurance Si	ervices West, Inc

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LOC#:

ACORD®

### **ADDITIONAL REMARKS SCHEDULE**

Page	of	

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED ACCO Engineered Systems, Inc.
POLICY NUMBER See Certificate Number: 570085688701		reco Engineered Systems, Ther
CARRIER	NAIC CODE	
See Certificate Number: 570085688701		EFFECTIVE DATE:
ADDITIONAL REMARKS	•	

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE	TO ACORD FORM,	
FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance		
INSURER(S) AFFORDING COVERAGE	NAIC#	
INSURER(S) AFFORDING COVERAGE	TARE II	
INSURER		
	<u>.</u>	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

NSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	INLAND MARINE					
	Installtn Flotr					
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#### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 01/06/2021

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 comer rights to	o the certificate floider in fled of such endo	i Scilicili	.(3).		
PRODUCER	CON	TACT E:			
Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA		NE No. Ext):	(866) 283-7122	FAX (A/C. No.): (800) 36	53-0105
	E-M/ ADD	AIL DRESS:		. ,	
		INSURER(S) AFFORDING COVERAGE			NAIC#
INSURED	INSU	RER A:	Arch Insurance Co	mpany	11150
ACCO Engineered Systems, Inc. 888 East Walnut Street	INSU	RER B:	Arch Indemnity In	surance Company	30830
Pasadena CA 91101 USA	INSU	RER C:			
	INSU	RER D:			
	INSU	INSURER E:			
	INSU	RER F:			
COVERAGES C	CERTIFICATE NUMBER: 570085688691		REV	ISION 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.  Limits shown are as requested								
INSR LTR	NSR LTR TYPE OF INSURANCE			SUBR WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
Α	Χ	COMMERCIAL GENERAL LIABILITY	Υ	Υ	71PKG8949203	10/01/2020	10/01/2021	EACH OCCURRENCE \$2,000,	,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED \$300, PREMISES (Ea occurrence)	,000
								MED EXP (Any one person) \$5,	,000
								PERSONAL & ADV INJURY \$2,000,	,000
	GEI	N'L AGGREGATE LIMIT APP <u>LIES</u> PER:						GENERAL AGGREGATE \$4,000,	,000
		POLICY X PRO- JECT X LOC						PRODUCTS - COMP/OP AGG \$4,000,	,000
		OTHER:							
Α	AU	TOMOBILE LIABILITY	Υ	Υ	71PKG8949203	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$2,000,	,000
	Х	ANY AUTO						BODILY INJURY ( Per person)	
		OWNED SCHEDULED						BODILY INJURY (Per accident)	
		AUTOS ONLY HIRED AUTOS NON-OWNED AUTOS ONLY AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	
		DED RETENTION							
Α		DRKERS COMPENSATION AND IPLOYERS' LIABILITY		Υ	71wCI8949103	10/01/2020	10/01/2021	X PER STATUTE OTH-	
В	AN	Y PROPRIETOR / PARTNER / EXECUTIVE		Υ	AOS 74wCI8949003	10/01/2020	10/01/2021	E.L. EACH ACCIDENT \$1,000,	,000
	(Ma	andatory in NH)	N/A	'	CA, OR	10/01/2020	10/01/2021	E.L. DISEASE-EA EMPLOYEE \$1,000,	,000
	If y	es, describe under SCRIPTION OF OPERATIONS below			,			E.L. DISEASE-POLICY LIMIT \$1,000,	,000
DE06		TION OF OPERATIONS / LOCATIONS / VEHICL	F0 /4	0000				D	

ΓRE: Construction, ACCO Job No. 70810120, JOC-2108, County of San Mateo JOC-2108, 400 County Center, 5th Floor, Redwood City, CA 94063.1

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; granted a Waiver of Subrogation for
General Liability, Automobile Liability and Workers' Compensation Policies as required by written contract but limited to the
operations of the insured under the said contract.

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

Aon Rish Insurance Services West Inc

#### 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**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations				
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
  - 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.

# 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 where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

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.

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

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

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: ACCO ENGINEERED SYSTEMS, INC.

**Endorsement Effective Date:** October 1, 2020

#### **SCHEDULE**

#### Name(s) Of Person(s) Or Organization(s):

Any person or organization where waiver of our right to recover is permitted by law and is required by written contract provided such contract was executed prior to the loss

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

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

# 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: 71PKG8949203

Named Insured: ACCO ENGINEERED SYSTEMS, INC

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

Endorsement Effective Date: 10-01-20

00 CA0115 00 10 13 Page 1 of 1

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT – CALIFORNIA

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 **INCL** % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

#### **Person or Organization**

**Job Description** 

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS

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 10-01-20

Policy No. 74WCI8949003

Endorsement No.

Insured ACCO ENGINEERED SYSTEMS, INC.

Premium \$ INCL.

Insurance Company ARCH INDEMNITY INSURANCE COMPANY

Countersigned By

(Ed. 4-84)

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

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER IS PERMITTED BY LAW AND IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO DATE OF LOSS.

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 10-01-20

Policy No. 71WCI8949103

Endorsement No.

Insured ACCO ENGINEERED SYSTEMS, INC.

Premium \$ INCL.

Insurance Company ARCH INSURANCE COMPANY

Countersigned By