PROPOSAL PACKAGE INFORMATION SHEET

SPECIFICATION NO. 1378W
MCCALL BOULEVARD PIPELINE REPLACEMENT
ADDENDUM NO. 1

NOTICE TO BIDDERS: The attached Proposal Package, when completed by you and returned to this District, constitutes your Bid on this specification. Please do not submit the bound copy of the specifications or addenda with your Bid.

Electronic proposals (bids) for this project to be emailed to eichpera@emwd.org no later than 5:00 p.m., Monday, August 3, 2020. Original Bid Bond and attachments to be mailed to the District within that week.

Due to COVID-19 the District is closed to public access; therefore, bids will not be publicly opened. The Preliminary Bid Summary will be posted on the website www.emwd.org no later than 10:00 a.m. Tuesday, August 4, 2020.

Fed Ex Bid Bond to: EMWD, 2270 Trumble Road, Perris, CA, 92570
Mail Bid Bond to: EMWD, P O Box 8300, Perris, CA 92572-8300

SIGN, COMPLETE, AND SUBMIT THE FOLLOWING:

- Proposal Sheet (C3) Signature required!
- Bidding Sheets & Total Bid Price - Unit Price Written In Words, Equipment/Materials List (BS)
- Bidder’s Experience Record & Resumes of Key Personnel (BR)
- Subcontractors List (C5)
- Public Works Contractor Registration Extracts (C22) Attach extracts of Bidder & Subs listed on C-5 Designation of Subcontractors form. Go to: https://efiling.dir.ca.gov/PWCR/Search
- Contractor’s Licensing Statement (C6)
- Non-Collusion Declaration (C7)
- Iran Contracting Act Certification (C13) (required if bid is over $1 million)
- Cal Osha Form 300A (C16)
- Contractor’s Cal Osha Compliance History and SIC Code (C17)
- Contractor’s Sample Certificate of Insurance
- Original Bid Bond (BB)
  Bid Bond to be signed By You And Your Surety Company—Surety Seal required.
  Notary Acknowledgement required for Surety and Contractor

PLEASE COMPLETE & SIGN ALL REQUIRED AREAS. SUBMIT AND ATTACH ANY ADDITIONAL DOCUMENTATION WHICH CONSTITUTES YOUR BID

FAILURE TO COMPLETE THIS PROPOSAL PACKAGE MAY RENDER YOUR BID "NON-RESPONSIVE"

*Please Remove This Information Sheet Prior to Submitting Your Bid*
PROPOSAL

The undersigned hereby declares, as Bidder, that the only persons or parties interested in this proposal as principals are those named herein; that no director or any other officer or employee of the Eastern Municipal Water District is in any manner interested directly or indirectly in this proposal or in the profits to be derived from the contract proposed to be taken; that this bid is made without any connection with any person or persons making a bid for the same purpose; that the bid is in all respects fair and without collusion or fraud; that he has read the Notice Inviting Bids (or Bidding Information), Insurance Requirements and the Instructions to Bidders and agrees to all the stipulations contained herein; that he proposes and agrees that if his bid as submitted in the attached sheets, be accepted he will contract in the form so approved and furnish all items called for in accordance with the provisions of said approved form of Agreement, Insurance Requirements and the Specifications and to deliver the same within the time stipulated therein; and that he will accept in full payment therefore the prices named in said Bid Sheet.

The Bidder further agrees, that upon receipt of written notice of the acceptance of this proposal within 60 days after the day of opening bids (unless otherwise specified in the Notice Inviting Bids or Bidding Information) he will execute and return the Contract in accordance with the proposal as accepted and furnish the required bond(s) within SEVEN (7) days from the date of mailing the Notice of Acceptance of Proposal to him at his address given below, or within such time as allowed by the Engineer; and that upon his failure or refusal to do so within the said time, then the certified or cashier’s check or bond accompanying this bid shall become the property of and be retained by the Eastern Municipal Water District as liquidated damages for such failure or refusal, and shall be deposited with the Treasurer of said Eastern Municipal Water District as monies belonging to the Eastern Municipal Water District; provided, that if said Bidder shall execute the Contract and furnish the required bond within the time aforesaid, his check or bond shall be returned to him thereafter.

The Bidder further declares that the surety or sureties named in the attached sheet have agreed to furnish bond in form and amount set forth in the accompanying Notice Inviting Bids (or Bidding Information) and paragraph B-6 of the Instructions to Bidders, in the event contract is awarded on basis of this proposal.

Company: C.P. Construction Co., Inc.

Address: P.O. Box 1206, Ontario, CA 91762

Date: 08/03/2020.

By: John Blough, Assistant Secretary.

(Print Name) (Name should appear below)

(Signature of Owner or Officer required)

<table>
<thead>
<tr>
<th>Name(s) and Title of Member of Firm or Office of Corporation</th>
<th>Address (if different from above) authorized to enter into a binding contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>Charles Pfister, Jr. President</td>
<td>///</td>
</tr>
<tr>
<td>Michael Pfister Secretary/Treasurer.</td>
<td>///</td>
</tr>
<tr>
<td>Mark Pfister Vice President</td>
<td>///</td>
</tr>
<tr>
<td>John Blough Assistant Secretary</td>
<td>///</td>
</tr>
</tbody>
</table>

For further details on this proposal, please contact:

Name: Michael Pfister.
Email Address: mikep@cpconst.com
Address: P.O. Box 1206, Ontario, CA 91762
Telephone: 909-981-1091.
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1378W
MCCALL BOULEVARD PIPELINE REPLACEMENT PROJECT

BIDDING SHEETS

The Contractor shall construct the project under these Specifications all in conformance with the Contract Drawings listed in Section P and these Specifications.

The District reserves the right to:

A. Accept or reject any or all bids on this specification;
B. Award Contract to the lowest qualified bidder, based on the total bid price:
C. Waive any defects and informalities.

The District shall be the final authority with regard to whether a bid is responsive to the call for bids and to whether a bidder is a responsible bidder under the conditions of his bid, or for any reason.

The total contract price shall include all work, materials and equipment needed to complete the project as defined in the General Conditions, Section F. The bidder shall include costs for such other items in the most appropriate category (bid item).

TO BE INSTALLED:

The District will furnish the following item(s) to be installed by the Contractor:

Meter Boxes and Lids to replace pre-existing damaged meter boxes and lids per SC-53

The Contractor shall pick up all furnished items at the District yard at 2270 Trumble Road, Perris, CA. Furnished items will be loaded onto the Contractor’s truck by the District.
## EASTERN MUNICIPAL WATER DISTRICT
**SPECIFICATION NO. 1378W**
**MCCALL BOULEVARD PIPELINE REPLACEMENT PROJECT**

### BIDDING SHEETS

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description (Unit Price Written in Words)</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LS</td>
<td>Mobilization and Approved: Bonds, Insurance, Schedule of Values (see Section 01026) and Preliminary Project Schedule (PPS) (see section 01310)</td>
<td>$ PRESET</td>
<td>$110,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>Furnish and install 12-inch diameter C-900 PVC potable water pipeline including shoring, excavation, bedding, backfill, valving, appurtenances, clearing, grubbing, replacement of landscaping and replacement of irrigation, pressure testing, disinfection trench and pipeline dewatering, highlining, traffic control, signs, abandonment of the existing 12-inch and 8-inch pipe, all labor, materials and equipment; as shown on the contract drawings and specifications complete and in place. Pavement removal, replacement, and restoration, including grind and overlay, disposal or recycling of pavement productions, aggregate base, compaction, signing and striping, removal and replacement of curb, gutter, and sidewalk, all labor, materials and equipment; per the City’s encroachment permit and as shown on the contract drawings and specifications complete and in place.</td>
<td>$ Lump Sum</td>
<td>$2,352,800.00</td>
</tr>
</tbody>
</table>

BS-2

00020 Bidding Sheets
EASTERN MUNICIPAL WATER DISTRICT  
SPECIFICATION NO. 1378W  
MCCALL BOULEVARD PIPELINE REPLACEMENT PROJECT

**BIDDING SHEETS**

<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description (Unit Price Written in Words)</th>
<th>Unit Price (Figures)</th>
<th>Total Amount (Figures)</th>
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<tbody>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>ADDITION OR DEDUCTION</td>
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</tbody>
</table>

_Circle one (If applicable):_

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Addition (+)</td>
<td>Deduction(-)</td>
</tr>
</tbody>
</table>

$ No Changes.

TOTAL BID (Basis of award) $2,462,800.00

BS-3 00020 Bidding Sheets
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1378W
MCCALL BOULEVARD PIPELINE REPLACEMENT PROJECT

BIDDING SHEETS

ADDITION OR DEDUCTION: Provision is made here for the bidder to include an addition/deduction in their bid, if desired, to reflect any last minute adjustments in prices. The addition/deduction, if made, will be proportionately applied to item(s) N/A. ________ (fill in) and reflected in the unit prices for payment purposes. If the addition/deduction affects more than one bid item, the proportionate application of the addition/deduction shall be mutually agreed upon by the Contractor and the District at the prejob.

<table>
<thead>
<tr>
<th>Addenda received:</th>
<th>Addendum No. 1</th>
<th>N/A.</th>
<th>N/A.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter of Clarification received:</td>
<td>N/A.</td>
<td>N/A.</td>
<td>N/A.</td>
</tr>
</tbody>
</table>

Addenda and/or Letter of Clarification
By submitting a bid, Bidder certifies that any addenda and letters of clarification issued to these specifications, whether acknowledged or not below, shall be made a part of the contract. Bidder further agrees to perform all labor and services and furnish all materials, tools and appliances necessary for completing the work called out in the addenda or letter of clarification.

Person who inspected site of the proposed work as an employee of your firm: (Representative must have inspected the jobsite and be an employee on the company's payroll to be considered a responsive bidder)

Michael Pfister. ____________________________
(Date of Inspection)
ADDENDUM NO. 1
EQUIPMENT AND MATERIAL

Identify the name of the manufacturer for the equipment and/or material items listed below, if not specified. Acceptable manufacturers listed shall be utilized by the Contractor in his construction. No substitution of the Contractor’s listed manufacturer will be permitted without written justification and the approval of the District. PRODUCTS OF MANUFACTURERS LISTED AS EQUALS TO THOSE SPECIFIED MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DISTRICT NOT LATER THAN THE TENTH (10TH) DAY PRECEDING THE DATE SET FOR RECEIPT OF BIDS.

FAILURE TO PROVIDE THIS INFORMATION MAY RENDER YOUR BID NON-RESPONSIVE

<table>
<thead>
<tr>
<th>ITEM</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-inch, 1.5-inch and 2-inch Cross-Linked Polyethylene Pipe</td>
<td>Rehau Construction LLC</td>
</tr>
<tr>
<td>12-inch Double Ball Expansion Joints</td>
<td>EBAA Iron</td>
</tr>
</tbody>
</table>

NOTE
Please refer to Special Conditions SC-12 for Specified Equipment with No Equal Substitution.
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1378W
McCALL BOULEVARD PIPELINE REPLACEMENT PROJECT

BIDDER'S 8-YEAR EXPERIENCE RECORD &
RESUMES OF KEY PERSONNEL

All bidders must provide a detailed 8-year experience record showing successful completion, as a Classification A – General Engineering Contractor and/or Classification C-34 – Pipeline Contractor, of at least (3) similar projects within the last (8) years as follows:

A. Contract Type - Public Works
B. One Million Dollars or larger Contract Value
C. Installation of 12-inch (and larger) C-900 PVC pipeline and 12-inch and larger CML&C pipeline experience

Additionally, bidders must include resumes of key personnel proposed to work on this project when submitting your bid. This information will be critical in meeting requirements as a responsible bidder.

Failure to submit any of the above-mentioned information with your bid “may” deem your bid non-responsive.
<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE/DESCRIPTION OF WORK</th>
<th>VALUE OF WORK PERFORMED</th>
<th>LOCATION OF WORK (CITY)</th>
<th>ENGINEER / CONTACT PERSON</th>
<th>OWNER / CONTACT PERSON</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Tract 18707 CED, Sewer, Dry Utilities and Street Improvements</td>
<td>$6,484,908.69</td>
<td>Upland</td>
<td>Bob Critchfield</td>
<td>City of Upland, 1370 Benson Ave., Upland, CA 91786</td>
</tr>
<tr>
<td>2017</td>
<td>La Piedra Recycled Water Pipeline</td>
<td>$1,540,885.00</td>
<td>Menifee</td>
<td>Anthony Velazquez</td>
<td>Eastern Municipal W.D., 2270 Trumble Rd., Perris, CA 92572-8300</td>
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<tr>
<td>2017</td>
<td>22nd Street Rehabilitation &amp; Water Improvement</td>
<td>$1,899,940.00</td>
<td>Upland</td>
<td>Bob Critchfield</td>
<td>City of Upland, 1370 Benson Ave., Upland, CA 91786</td>
</tr>
<tr>
<td>2017</td>
<td>Waterline Replacement for Ben Norszay &amp; Balgave Ave. 980-foot Pressure Zone Project</td>
<td>$975,524.89</td>
<td>Jurupa Valley</td>
<td>Keith Backus</td>
<td>Jurupa Community S.D., 11012 Harrell St., Jurupa Valley, CA 91752</td>
</tr>
</tbody>
</table>
RESUMES OF KEY PERSONNEL
(ATTACH HERE)
August 3, 2020

Listing of Key Personnel with Resumes.

Construction experience of key personnel of C.P. Construction Co., Inc.:

President/RMO, Charles Pfister, Jr., 70 years’ experience in pipeline construction.

Secretary/Treasurer and General Superintendent, Michael Pfister, 48 years of work with C.P. Construction Co., Inc., installing sewer, water, and storm drain improvements for public and private projects, through six million dollars in value.

Vice President and Project Superintendent, Mark Pfister, 45 years of work with C.P. Construction Co., Inc., installing sewer, water, and storm drain improvements for public and private projects, through six million dollars in value.

John Blough, Estimator, 40 years of work with C.P. Construction Co., Inc., project management for sewer, water and storm drain improvement projects in the public and private sectors through six million dollars in value.

Senior Operator Jose Belman, 30 years with C.P., has installed sewer, water, and storm drain improvements for public and private projects throughout the entire period.

Senior Foreman Russell Pfister, 20 years with C.P., has installed sewer, water, and storm drain improvements for public and private projects throughout the entire period.

Please contact the undersigned if you have any questions or comments regarding the information presented herein.

Sincerely,

[Signature]
John Blough
Assistant Secretary
LIST OF DESIGNATED SUBCONTRACTORS

SPEC #: 13734

PROJECT TITLE: McCall Boulevard Pipeline Replacement

NAME OF CONTRACTOR: C.A. Construction Co., Inc.

In compliance with the provisions of Sec. 4100-4111, inclusive, of the Public Contract Code of the State of California, and any amendments thereof, each bidder shall set forth: the name, location of the place of business, license number, portion of the work which will be done by each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (1/2 of 1%) of the Contractor's total bid. Each portion of Subcontracted work noted in the below table must be specific and contain all major activities associated with completion of the project, outside of the services provided by the bidding Contractor. Ambiguous and/or incomplete Subcontracted work information may deem the bid nonresponsive. Each subcontractor shall possess, both at the time the bid is submitted and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed.

BIDDER SHALL PROVIDE THE FOLLOWING INFORMATION:
Company Name, Business Address, Email Address, License No., Contractor Registration No., Subcontract Work, and % Of Total Bid

* PLEASE WRITE LEGIBLY *

<table>
<thead>
<tr>
<th>LICENSED SUBCONTRACTOR'S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</th>
<th>LICENSE #</th>
<th>SUBCONTRACT WORK (Be Specific)</th>
<th>% OF TOTAL BID</th>
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<tbody>
<tr>
<td>Company Name: Harby &amp; Harby, Inc.</td>
<td>License #:</td>
<td>Portion of existing tank cleaning</td>
<td>3.79%</td>
</tr>
<tr>
<td>Address: 32 Ranchcicle Lane, Forest CA 22230</td>
<td>DIR Registration #: 2154952</td>
<td></td>
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<tr>
<td>Email Address: <a href="mailto:thamsbright@harbyandharby.com">thamsbright@harbyandharby.com</a></td>
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<td>Company Name:</td>
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<td>Address:</td>
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C-5(d) 00028 Designation of Subcontractors
<table>
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<tr>
<th>LICENSED SUBCONTRACTOR’S NAME, BUSINESS ADDRESS, &amp; EMAIL ADDRESS</th>
<th>LICENSE #</th>
<th>SUBCONTRACT WORK (Be Specific)</th>
<th>% OF TOTAL BID</th>
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<tbody>
<tr>
<td>Company Name:</td>
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</table>

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)
PUBLIC WORKS CONTRACTOR REGISTRATION
(Pursuant to SB 854)

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Pursuant to Section 1771.1 of the Labor Code, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal pursuant to Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work unless currently registered to perform public work pursuant to Section 1725.5 of the Labor Code. It shall not be a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Sections 10164 or 20103.5 of the Public Contract Code, provided the contactor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

BIDDERS AND THEIR SUBCONTRACTORS (listed on the Designation of Subcontractors List C-05) are to provide an extract (pdf or excel) at time of bid showing active registration from the Public Works Contractor Registration online registration at https://cadir.secure.force.com/ContractorSearch

*****************************************************************************
SUBMIT BIDDER & SUBCONTRACTORS CONTRACTOR REGISTRATION EXTRACTS WITH BID PROPOSAL (Either pdf or Excel Format)
*****************************************************************************
State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name: C.P. CONSTRUCTION CO., INC.
Legal Entity Type: Corporation
Status: Active
Registration Number: 1000005741
Registration effective date: 07/01/19
Registration expiration date: 06/30/22
Mailing Address: P.O. BOX 1206 ONTARIO 91762 CA United State...
Physical Address: 105 NORTH LOMA PLACE UPLAND 91786 CA U...
Email Address: tomasr@cpconst.com
Trade Name/DBA: 
License Number(s): CSLB:304795

Registration History

<table>
<thead>
<tr>
<th>Effective Date</th>
<th>Expiration Date</th>
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</thead>
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<td>06/30/19</td>
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<td>05/08/17</td>
<td>06/30/18</td>
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<td>06/27/16</td>
<td>06/30/17</td>
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<td>06/24/15</td>
<td>06/30/16</td>
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<td>06/30/15</td>
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<tr>
<td>07/01/19</td>
<td>06/30/22</td>
</tr>
</tbody>
</table>

Legal Entity Information

Corporation Entity Number: C0695704
Federal Employment Identification Number: 952892535
President Name: CHARLES PFISTER JR
Vice President Name: MARK PFISTER
Treasurer Name: MICHAEL PFISTER
Secretary Name: MICHAEL PFISTER
CEO Name:

Agency for Service:
Agent of Service Name: NA
Agent of Service Mailing Address: NA NA 00000 CA United States of America

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

https://cedir.secure.force.com/ContractorSearch/registrationSearchDetails?id=a1R00000001SVhmEAG
CONTRACTOR'S LICENSING STATEMENT

The undersigned is licensed in accordance with the laws of the State of California providing for the registration of contractors. The representations made herein and in the proposal documents are made under penalty of perjury. The undersigned is hereby representing that he is properly licensed both at the time that he submits a bid as well as at the time the contract is awarded, if the contract is awarded to the undersigned.

CONTRACTOR'S CLASSIFICATION General Contractor / Underground Contractor.

C34 & C42.

A. INDIVIDUAL CONTRACTOR

NAME OF INDIVIDUAL CONTRACTOR:

BUSINESS ADDRESS:

PHONE NUMBER:

SIGNATURE OF OWNER:

B. FIRM OR PARTNERSHIP

NAME OF FIRM OR PARTNERSHIP:

BUSINESS ADDRESS:

PHONE NUMBER:

SIGNATURE(S) & TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:

SIGNATURE: ___________________________ TITLE: ___________________________

SIGNATURE: ___________________________ TITLE: ___________________________

SIGNATURE: ___________________________ TITLE: ___________________________

C. CORPORATION

NAME OF CORPORATION: C.P. Construction Co., Inc.

BUSINESS ADDRESS: P.O. Box 1206, Ontario, CA 91762

PHONE NUMBER: 909-981-1091

SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:

SIGNATURE: ___________________________ TITLE: Assistant Secretary.

C6-1 00030 Contractors Licensing Statement
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Assistant Secretary of C.P. Construction Co., Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or of any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on August 03, 2020, at Upland, [city], California, [state].

Signed: John Blough

Name: John Blough, Assistant Secretary.

(Print Name Here)
IRAN CONTRACTING ACT CERTIFICATION

Pursuant to the Iran Contract Act of 2010 (Public Contract Code 2200-2208), Vendors/Bidders are ineligible to bid on or submit a proposal for any contract with a public entity for goods or services of one million dollars ($1,000,000) or more if the Vendor/Bidder engages in investment activities in Iran.

MUST BE SUBMITTED WITH BID PROPOSAL IF BID AMOUNT IS $1,000,000 OR MORE

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a public entity contract for goods or services of $1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending $20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made, contract termination, and three-year ineligibility to bid on contracts. (Pub. Cont. Code § 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is not on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>C.P. Construction Co., Inc.</td>
<td>95-2892535</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>By (Authorized Signature)</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Printed Name and Title of Person Signing</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Name]</td>
</tr>
<tr>
<td>John Blough, Assistant Secretary.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date Executed</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 03, 2020</td>
</tr>
</tbody>
</table>

C13-3  
00046 Iran Contracting Act Certification
**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<table>
<thead>
<tr>
<th>Vendor Name/Financial Institution (Printed)</th>
<th>Federal ID Number (or n/a)</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td>Date Executed</td>
</tr>
</tbody>
</table>
All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you’ve added the entries from every page of the Log. If you had no cases, write “0.”

Employees, former employees, and their representatives have the right to review the Cal/OSHA Form 300 in its entirety. They also have limited access to the Cal/OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/OSHA’s recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

<table>
<thead>
<tr>
<th>Total number of deaths</th>
<th>Total number of cases with days away from work</th>
<th>Total number of cases with job transfer or restriction</th>
<th>Total number of other recordable cases</th>
</tr>
</thead>
<tbody>
<tr>
<td>(G)</td>
<td>(H)</td>
<td>(I)</td>
<td>(J)</td>
</tr>
</tbody>
</table>

### Number of Days

<table>
<thead>
<tr>
<th>Total number of days of job transfer or restriction</th>
<th>Total number of days away from work</th>
</tr>
</thead>
<tbody>
<tr>
<td>(K)</td>
<td>(L)</td>
</tr>
</tbody>
</table>

### Injury and Illness Types

Total number of...

(1) Injuries
(2) Skin disorders
(3) Respiratory conditions
(4) Poisonings
(5) Hearing loss
(6) All other Illnesses

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Facility Information

Establishment name: C&F Construction Co., Inc.
Street: 1235 N. Lemon Place
City: Upland
State: CA
Zip: 91792

Industry description: Manufacturer of motor truck trailers

Standard Industrial Classification (SIC), if known: 1623

Employment Information

(If you don’t have these figures, use the optional Worksheet to estimate)

Annual average number of employees: 50
Total hours worked by all employees last year: 99,434

Sign here

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive
Title

Phone: 981-1081
Date: 08/03/2020

00050 CalOsha form 300A
C-17 Contractor’s Cal/OSHA Compliance History and SIC Code
THIS DOCUMENT IS TO BE SUBMITTED WITH THE PROPOSAL PACKAGE AT TIME OF BID

Bid Date: 08/03/2023  Contractor’s Standard Industry Code: 1623

Specification No. 13784  Project Name: McDill Boulevard Pipeline Supplement
Contractor name: C.F. Construction Co., Inc.
Contractor Address: P.O. Box 1226, Ontario CA 91762
Contractor License No. 304785  Phone No.: 909-387-1591
Contact Person: Michael P. Finley

Please answer the following questions:

1. Has the Contractor been cited by Cal/OSHA or any regulatory agency for a violation related to safety or environmental issues within the past seven (7) years?  No ☐ Yes ☒

   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

2. Has the Contractor had a fatality or serious incident per Cal/OSHA on a jobsite within the past ten (10) years?  No ☒ Yes ☐

   If yes, please attach all documentation specific to each violation and what actions have been taken to ensure that there is not a repeat violation.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Contractor’s Representative signature:  John Bledsoe, Assistant Secretary  Date: 08-03-2020

Failure to fully divulge, complete and submit this form “may” deem your bid non-responsive

FOR EMWD USE ONLY: Field Engineering to forward to Risk Management for review

Approved:  No ☐ Yes ☐

Reviewed by Risk Management (signature required)  Date: 

Return to (Field Eng.CAR)  By:

cc: Construction Administrator
File: C-17 Contractor’s Compliance History
August 3, 2020

List of Cal-OSHA Violations in Past Seven Years
Attachment for Bid Form Page C17-2 Question No. 1.

On 04/15/2014 C.P. was cited for General Violation, Code 3395 (f)(3) for not having jobsite safety information on Laurel Avenue in Colton, CA. C.P. provided proof of I.I.P.P. & Safety Training Records. C.P. violation was abated on 07/17/2014.

C.P. Construction Co., Inc., insured all company vehicles had proper OSHA required documents in it at all times.

On 06/04/2015 C.P. Construction Co., Inc., was cited for a General Violation, (g)(1)(C) for proper installation of shields during construction activities. C.P.’s violation was abated on 12/16/2015.

C.P. Construction Co., Inc., had a company-wide safety meeting regarding the importance of proper installation of shoring and shields during construction activities.

Please contact the undersigned if you have any questions or comments regarding the information presented herein.

Sincerely,

[Signature]

John Blough
Assistant Secretary
PROOF OF INSURANCE CERTIFICATE

The Contractor and his subcontractors shall take out and maintain insurance, with coverage acceptable to the District, at his sole cost and expense at all times during the life of the Contract, including the entire time of the Contractor's guarantee.

Note: An Aggregate limit (cap), Professional Employer Organization (PEO), or Self Insurance Plan is not acceptable.

Contractor to insert sample Insurance Certificate showing proof of acceptable Insurance
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER:
The Woodlich Company Insurance Services, Inc.
1 Park Plaza, Suite 400
Irvine, CA 92614

INSURED:
CP Construction Company, Inc.
PO Box 1206
Ontario, CA 91762

INSURER(S) AFFORDING COVERAGE:
A. Executive Risk Indemnity, Inc. 35181
B. Federal Insurance Company 20281
C. Navigators Specialty Ins. Co. 36056

COVERAGES

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<tr>
<th>INSR LTR</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF</th>
<th>POLICY EXP</th>
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<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>X 54303374</td>
<td>2/1/2020</td>
<td>2/1/2021</td>
<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
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<td>DAMAGE TO RENTED PROPERTY $100,000</td>
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<tr>
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<td>MED EXP (Any one person) $5,000</td>
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<td></td>
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<td>PERSONAL &amp; ADV INJURY $1,000,000</td>
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<td></td>
<td>GENERAL AGGREGATE $2,000,000</td>
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<tr>
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<td></td>
<td>PRODUCTS - COMP/OFF AGG $2,000,000</td>
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<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
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<td>EACH OCCURRENCE $1,000,000</td>
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<tr>
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<td></td>
<td>COMBINED SINGLE LIMIT (Es accident) $1,000,000</td>
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<td>BODILY INJURY (Per person) $1,000,000</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $1,000,000</td>
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<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $1,000,000</td>
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<tr>
<td>C</td>
<td>UMBRELLA LIABILITY</td>
<td>X SE20EXCZ0470LIC</td>
<td>2/1/2020</td>
<td>2/1/2021</td>
<td>EACH OCCURRENCE $2,000,000</td>
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<td></td>
<td>EXCESS LIABILITY</td>
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<td></td>
<td></td>
<td>AGGREGATE $2,000,000</td>
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</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Eastern Municipal Water District is included as Additional Insured as respects General Liability (CG 20 10 04 13 and CG 20 37 04 13) and Auto Liability (16-02-0292) per attached endorsements.

This insurance shall apply as Primary and Non-Contributory per attached endorsement (16-02-2461 (Ed.7-15)).

Per Project Aggregate Endorsement (CG 25 30 05 09).

CERTIFICATE HOLDER:
Eastern Municipal Water District
Attn: Dev. Services Agreement Section
P.O. Box 6300
Perris, CA 92570

CANCELLATION:
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:

ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights reserved.
### ADDITIONAL REMARKS SCHEDULE

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>NAMED INSURED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CP Construction Company, Inc.</td>
</tr>
<tr>
<td></td>
<td>PO Box 1206</td>
</tr>
<tr>
<td></td>
<td>Ontario, CA 91762</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>POLICY NUMBER</th>
<th>SEE PAGE 1</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>CARRIER</th>
<th>NAIC CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>SEE P 1</td>
</tr>
</tbody>
</table>

**EFFECTIVE DATE:** SEE PAGE 1

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**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25  FORM TITLE: Certificate of Liability Insurance

Cancellation:

*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

*Should this policy be cancelled before the expiration date, The Wooditch Company will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.*
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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):
RE: TR 29129-7 Lots 1-36 - WO #10931.

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:

1. 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 "products-completed 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:

1. 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

2. 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.
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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location(s) Of Covered Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Municipal Water District</td>
<td>RE: TR 29129-7 Lots 1-36 - WO #10931.</td>
</tr>
</tbody>
</table>

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 – 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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
<th>Location And Description Of Completed Operations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Municipal Water District</td>
<td>RE: TR 29129-7 Lots 1-36 - WO #10931.</td>
</tr>
</tbody>
</table>

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" 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:

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 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.
POLICY NUMBER: 543033/4

COMMERCIAL GENERAL LIABILITY
10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured: Location Of Covered Operations:
Eastern Municipal Water District RE: TR 29129-7 Lots 1-36 - WO #10931.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance 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 the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this 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.

10-02-2461 (Ed. 7-15) Includes copyrighted material of Insurance Services Office, Inc., with its permission.
TRANSFER OR WAIVER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US – SCHEDULED PERSON(S) OR
ORGANIZATION(S)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

<table>
<thead>
<tr>
<th>Name Of Person(s) or Organization(s):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eastern Municipal Water District</td>
</tr>
</tbody>
</table>

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

The policy is amended at SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS,
Condition 8. Transfer Or Waiver Of Rights Of Recovery Against Other To Us by deleting the first
paragraph and replacing it with the following:

We waive any right of recovery against the person(s)
or organization(s) shown in the Schedule above
because of payments we make under this Coverage Part. Such waiver by us applies only to the extent
that the insured has waived its right of recovery
against such person(s) or organization(s) prior to loss.
This endorsement applies only to the person(s) or
organization(s) shown in the Schedule above.
COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
   Paragraph A.2.b. – CANCELLATION - of the
   COMMON POLICY CONDITIONS form IL 00 17 is
   deleted and replaced with the following:
   b. 60 days before the effective date of cancellation if
      we cancel for any other reason.

2. BROAD FORM INSURED
   A. Subsidiaries and Newly Acquired or Formed
      Organizations As Insureds
      The Named Insured shown in the Declarations is
      amended to include:
      1. Any legally incorporated subsidiary in which
         you own more than 50% of the voting stock on
         the effective date of the Coverage Form.
         However, the Named Insured does not include
         any subsidiary that is an "insured" under any
         other automobile policy or would be an
         "insured" under such a policy but for its
         termination or the exhaustion of its Limit of
         Insurance.
      2. Any organization that is acquired or formed by
         you and over which you maintain majority
         ownership. However, the Named Insured
         does not include any newly formed or acquired
         organization:
            (a) That is an "insured" under any other
                automobile policy;
            (b) That has exhausted its Limit of Insurance
                under any other policy; or
            (c) 180 days or more after its acquisition or
                formation by you, unless you have given
                us written notice of the acquisition or
                formation.
      Coverage does not apply to "bodily injury" or
      "property damage" that results from an "accident"
      that occurred before you formed or acquired the
      organization.
   B. Employees as Insureds
      Paragraph A.1. – WHO IS AN INSURED – of
      SECTION II – LIABILITY COVERAGE is amended to
      add the following:
      d. Any "employee" of yours while using a
         covered "auto" you don't own, hire or
         borrow in your business or your personal
         affairs.
   C. Lessors as Insureds
      Paragraph A.1. – WHO IS AN INSURED – of
      SECTION II – LIABILITY COVERAGE is
      amended to add the following:
      e. The lessor of a covered "auto" while the
         "auto" is leased to you under a written
         agreement if:
            (1) The agreement requires you to
                provide direct primary insurance for
                the lessee; and
            (2) The "auto" is leased without a driver.
                Such leased "auto" will be considered a
                covered "auto" you own and not a covered
                "auto" you hire.
                However, the lessor is an "insured" only
                for "bodily injury" or "property damage"
                resulting from the acts or omissions by:
                1. You;
                2. Any of your "employees" or agents;
                or
                3. Any person, except the lessor or
                   any "employee" or agent of the
                   lessor, operating an "auto" with the
                   permission of any of 1. and/or 2.
                   above.
   D. Persons And Organizations As Insureds
      Under A Written Insured Contract
      Paragraph A.1 – WHO IS AN INSURED – of
      SECTION II – LIABILITY COVERAGE is
      amended to add the following:
      f. Any person or organization with respect to
         the operation, maintenance or use of a
         covered "auto", provided that you and
         such person or organization have agreed
         under an express provision in a written
         "insured contract", written agreement or a
         written permit issued to you by a
         governmental or public authority to add
         such person or organization to this policy
         as an "insured".
         However, such person or organization is
         an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE
EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. Unpaid Loan or Lease Amounts
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.
We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto."

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. Recovery Expense
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III – PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
   (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
   (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
   (3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS OF SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.
Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
(1) How, when and where the "accident" or "loss" occurred;
(2) The "insured's" name and address; and
(3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".
To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:
e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO - COVERAGE TERRITORY
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.
WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT——CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 02/01/2020 at 12:01 A.M. standard time, forms a part of

Policy No. 54303375 of the Federal Insurance Company

issued to CP Construction Company, Inc.

Endorsement No. William S. Wooditch

Authorized Representative

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. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization Job Description

Eastern Municipal Water District RE: TR 29129-7 Lots 1-36 - WO #10931.
EASTERN MUNICIPAL WATER DISTRICT
BID BOND

Bid Bond No. CSBA-14660

KNOW ALL MEN BY THESE PRESENTS, that we

C.P. Construction Co., Inc.

(Here insert full name and address or legal title of Contractor)

P.O. Box 1206, Ontario, CA 91762

as Principal, hereinafter called the Principal, and

Fidelity and Deposit Company of Maryland, 777 South Figueroa Street, Suite 3900, Los Angeles, CA 90017

(Here insert full name and address or legal title of Surety)

a corporation duly organized under the laws of the State of Illinois

as Surety, hereinafter called the Surety, are held and firmly bound unto Eastern Municipal Water District.

Obligee, hereinafter called the Obligee, in the sum of Ten Percent of Amount Bid Dollars ($10% Unspecified), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

WHEREAS, the Principal has submitted a bid, dated August 3rd, 2020, for Specification No. 1378W

McCall Boulevard Pipeline Replacement Project

(Here insert full name, address and description of Project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding of Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

In the event suit is brought upon this Bond by Obligee and judgement is recovered, the Surety shall pay all costs incurred by Obligee in such suits to be fixed by the court.

Signed and sealed this 31st day of July, 2020

CONTRACTOR AS PRINCIPAL

Company:

C.P. Construction Co., Inc.

Signature: [Signature]

Name: John Blough

Title: Assistant Secretary

SURETY

Company: (Corporate Seal)

Fidelity and Deposit Company of Maryland

Signature: [Signature]

Name: Dwight Reilly

Title: Attorney-in-Fact

This Bid Bond (BB-1) form shall be submitted to be considered a responsive bid

Notary Public Acknowledgment required for Surety and Contractor

Rev:04/06/16

BB-1

00040 Bid Bond
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 San Bernardino }

On August 3, 2020 before me, Lindsey Rojas, Notary Public

personally appeared John Blough

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 Lindsey Rojas

Lindsey Rojas
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 Orange

On 07/31/2020 before me, Adrian Benkert-Langrell, Notary Public
(insert name and title of the officer)

personally appeared Dwight Reilly, 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]

(Seal)

Adrian Benkert-Langrell
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 Maryland (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 Daniel HUCKABAY, Dwight REILLY, Arturo AYALA, Shaunn ROZELLE OSTMER, Frank MORONES, Ben STONG, Michael D. STONG and R. NAPPI, all of Orange, 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, 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 15th day of January, A.D. 2020.

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of January, A.D. 2020, 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, deposed and saith, that hereof 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.

By: Constance A. Dunn
Notary Public
My Commission Expires: July 9, 2023
EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. 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 or 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, 1996.

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 31st day of July, 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.reportsforclaims@zurichna.com
800-626-4577