# PROPOSAL PACKAGE INFORMATION SHEET

## SPECIFICATION NO. 1385
I-215 FWY & PLACENTIA AVE INTERCHANGE WATER AND SEWER RELOCATION PROJECT

### 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.**

The envelope enclosing the proposal **MUST** be sealed and addressed as follows:

**Regular or Express Mail**
- General Manager, EMWD
- Attention: Field Engineering Department
- P.O. Box 8300 / Perris, CA 92572-8300

**FedEx or Hand-Deliver**
- General Manager, EMWD
- Attention: Field Engineering Department
- 2270 Trumble Rd / Perris, CA 92570

The envelope **MUST** be plainly marked in the upper left hand corner with the name and address of the bidder, and bear the words:

- **Proposal For:**
  - (Specification No.)
  - (Name of Project)
  - (Date and Hour)

### 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 Reference (C4)
- 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](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: Wecare, Inc

Address: 27075 5th St., Highland, CA 92346

Date: 2/4/2020

By: Jared Hinkle

(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 authorized to enter into a binding Contract:</th>
<th>Address (if different from above)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jared Hinkle</td>
<td>President</td>
</tr>
<tr>
<td>Trent Hinkle</td>
<td>Vice President &amp; Secretary</td>
</tr>
<tr>
<td>Becky Hinkle</td>
<td>CEO</td>
</tr>
</tbody>
</table>

For further details on this proposal, please contact:

Name: Jared Hinkle

Email Address: wecare1@gmail.com

Address: 27075 5th St, Highland, CA 92346

Telephone: 909-495-4700
EASTERN MUNICIPAL WATER DISTRICT
SPECIFICATION NO. 1385
I-215 FWY AND PLACENTIA AVE INTERCHANGE
WATER AND SEWER RELOCATION 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).
**ASTERN MUNICIPAL WATER DISTRICT**  
**SPECIFICATION NO. 1385**  
**I-215 FWY AND PLACENTIA AVE INTERCHANGE**  
**WATER AND SEWER RELOCATION PROJECT**

**BIDDING SHEETS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</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/Demobilize and Approved: Bonds, Insurance, Schedule of Values (see Section 01026) and Preliminary Project Schedule (PPS) (see section 01310)</td>
<td><strong>Eighty Nine Thousand Dollars</strong> (words)</td>
<td><strong>$ PRESET</strong> $ $89,000**</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>LS</td>
<td>West Frontage Road Full Street Closure: Furnish and install all necessary advanced signage, complete k-rail barrier at Placentia Ave, and k-rail barrier with an access gate for all construction traffic access to West Frontage Road, per SC-31.</td>
<td><strong>Twenty thousand $ and $</strong> (words)</td>
<td><strong>$ Lump Sum</strong> $ <strong>20,000.</strong></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>LS</td>
<td>8-inch Potable Water Facilities: Furnish and install all necessary material and equipment for the construction of the proposed potable water pipeline including but not limited to bends, valves, pipe, asphalt concrete; all related work as required; all in accordance with the Contract Drawings and Specifications, complete and in place.</td>
<td><strong>One hundred thirty six thousand $ and $</strong> (words)</td>
<td><strong>$ Lump Sum</strong> $ <strong>136,000.</strong></td>
</tr>
</tbody>
</table>

BS-2  
00020 Bidding Sheets
<table>
<thead>
<tr>
<th>Bid Item</th>
<th>Qty</th>
<th>Unit</th>
<th>Description</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>4</td>
<td>1</td>
<td>LS</td>
<td>24-inch Potable Water Facilities: Furnish and install all necessary material and equipment for the construction of the proposed potable water pipeline including but not limited to bends, valves, pipe, asphalt concrete; all related work as required; all in accordance with the Contract Drawings and Specifications, complete and in place.</td>
<td>$850,000.00</td>
<td>$850,000.00</td>
</tr>
<tr>
<td>5</td>
<td>1</td>
<td>LS</td>
<td>Gravity Sewer Pipeline Facilities: Furnish and install all necessary material and equipment for the construction of the proposed gravity sewer pipeline facilities including but not limited to manholes, pipe, asphalt concrete, constructing fencing; all related work as required; all in accordance with the Contract Drawings and Specifications, complete and in place.</td>
<td>$1,220,786.00</td>
<td>$1,220,786.00</td>
</tr>
<tr>
<td>Bid Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price (Words)</td>
<td>Total Lump Sum</td>
</tr>
<tr>
<td>----------</td>
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</tr>
<tr>
<td>6</td>
<td>1</td>
<td>LS</td>
<td>Abandonment of Existing Facilities: Furnish and install all necessary material and equipment for the abandonment of sewer facilities including but not limited to removal of manholes, appurtenances, filling of pipe, core drill holes, and other demolition; all related work as required; all in accordance with the Contract Drawings and Specifications, complete and in place.</td>
<td>Sixty three thousand $ and 00/100</td>
<td>$ 63,000.00</td>
</tr>
<tr>
<td>7</td>
<td>1</td>
<td>LS</td>
<td>Remobilize/Demobilize:</td>
<td>Five thousand $ and 00/100</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description</td>
<td>Unit Price (Figures)</td>
<td>Total Amount (Figures)</td>
</tr>
<tr>
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</tr>
<tr>
<td>8</td>
<td>1</td>
<td>LS</td>
<td>Potable Water Facilities: Furnish and install all necessary material and equipment for the construction of the proposed potable water pipeline including but not limited to valves, pipe, asphalt concrete; all related work as required; demolition and abandon all in accordance with the Contract Drawings and Specifications, complete and in place.</td>
<td>$ 150,000.00</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>1</td>
<td>LS</td>
<td>Remobilize/Demobilize:</td>
<td>$ 5,000.00</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>1</td>
<td>LS</td>
<td>Potable Water Facilities: Furnish and install all necessary material and equipment for the construction of the proposed potable water pipeline including but not limited to valves, pipe, asphalt concrete; all related work as required; all in accordance with the Contract Drawings and Specifications, complete and in place.</td>
<td>$ 75,000.00</td>
<td></td>
</tr>
<tr>
<td>Bid Item</td>
<td>Qty</td>
<td>Unit</td>
<td>Description (Unit Price Written in Words)</td>
<td>Unit Price (Figures)</td>
<td>Total Amount (Figures)</td>
</tr>
<tr>
<td>----------</td>
<td>-----</td>
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<td>------------------------------------------</td>
<td>----------------------</td>
<td>------------------------</td>
</tr>
<tr>
<td>11</td>
<td>1</td>
<td>LS</td>
<td>ADDITION OR DEDUCTION</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Circle one (if applicable):

- Addition (+)
- Deduction (-) $ N/A

TOTAL BID (Basis of award) $1,848,726.00
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 and/or Letter of Clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>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.</td>
</tr>
</tbody>
</table>

Addenda received:  
Letter of Clarification received:  

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)

**Steve Hinde**  
(Date of Inspection)  

00020 Bidding Sheets
EQUIPMENT AND MATERIAL

No substitution will be permitted without written justification and the approval of the District prior to the bid opening.

PRODUCTS OF MANUFACTURERS LISTED AS EQUALS TO THOSE SPECIFIED IN THE CONTRACT DOCUMENTS MUST BE SUBMITTED FOR REVIEW AND APPROVAL BY THE DISTRICT NO LATER THAN THE TENTH (10TH) DAY PRECEDING THE DATE SET FOR RECEIPT OF BIDS.

N/A
Contractor to complete this form to list five (5) most recent projects similar to that covered in the Proposal

**PLEASE DO NOT ATTACH CONTRACTOR’S EXPERIENCE SUMMARY FORMS — COMPLETE THIS FORM ONLY!**

<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 Address &amp; phone #</th>
<th>OWNER / CONTACT PERSON Address &amp; phone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>2019</td>
<td>Install approx. 2,860 ft of 8&quot; SDR 21 PVC, 900 ft of SDR 35 PVC &amp; manholes and appurtenances</td>
<td>$59,723.00</td>
<td>Thermal, CA</td>
<td>Indian Health Services 13386 Valley Parkway, Escondido, CA 92029; Phone: 760-935-0687</td>
<td>Torres Martinez Desanti, Male, 42, LA 92027; Phone: 760-397-0300</td>
</tr>
<tr>
<td>2019</td>
<td>Approx 2,550 ft of 6&quot; VCP sewer pipe, including manhole laterals, and appurtenances</td>
<td>$59,363.00</td>
<td>Yucaipa, CA</td>
<td>Kriegler Stewart Inc., 3601 University Ave, Riverside, CA 92501; Phone: 760-685-6900</td>
<td>Yuma Valley Water District, 312770 Sylmar Rd, Yuma, CA 92599; Phone: 760-579-5700</td>
</tr>
<tr>
<td>2018</td>
<td>Install approx. 2,940 ft of 6&quot; PVC sewer pipe, including 1,150 ft of steel casing, 6 new manholes, modifications of an existing sewer manhole and connection of the existing sewer lateral to the new sewer approx. 539 ft of 6&quot; PVC sewer lateral, as well as temporary sewer bypass and abandonment of the existing sewer.</td>
<td>$59,777.00</td>
<td>Canyon Lake, CA</td>
<td>Kriegler Stewart Inc., 3601 University Ave, Riverside, CA 92501; Phone: 760-685-4690</td>
<td>Elinoe Valley Municipal Water District, 312770 Sylmar Rd, Yuma, CA 92599; Phone: 760-579-5700</td>
</tr>
<tr>
<td>2017</td>
<td>Install approx 3,480 ft of 12&quot; PVC, 575 ft of 16&quot; PVC, 1,550 ft of 12&quot; PVC, 120 ft of 6&quot; SDR 21, and a shut down for connection</td>
<td>$55,571.00</td>
<td>Jurupa, CA</td>
<td>Albert A. Webb Associates, 7278 Minter St, Riverside, CA 92506; Phone: 760-685-1070</td>
<td>Jurupa Community Serv, Dist 11715 Harwood St, Mira Loma, CA 92552; Phone: 760-685-5439</td>
</tr>
</tbody>
</table>
LIST OF DESIGNATED SUBCONTRACTORS

<table>
<thead>
<tr>
<th>SPEC #:</th>
<th>1385</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROJECT TITLE:</td>
<td>I-215 Fwy @ Palomar Ave Interchange Whitmer-Sauer Rehoboth Project</td>
</tr>
<tr>
<td>NAME OF CONTRACTOR:</td>
<td>WeKai Inc</td>
</tr>
</tbody>
</table>

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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong> Golden State Drilling &amp; Pipe Jacking, Inc</td>
<td><strong>License #:</strong> 678500</td>
<td><strong>Subcontract Work:</strong> Bul Item 24 Bore jack</td>
<td><strong>6.5%</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 7000 Merrill Ave Box 40 Chino, CA 91710</td>
<td><strong>DIR Registration #:</strong> 100005288</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:erin@goldennstatepiping.com">erin@goldennstatepiping.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> Manhole Builders, Inc</td>
<td><strong>License #:</strong> 631892</td>
<td><strong>Subcontract Work:</strong> manholes</td>
<td><strong>7.8%</strong></td>
</tr>
<tr>
<td><strong>Address:</strong> 1762 De Palma C-1 Pam B 214 Corona, CA 92883</td>
<td><strong>DIR Registration #:</strong> 100012259</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:estimating@mhbuilders.net">estimating@mhbuilders.net</a></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

C-5(d) 00028 Designation of Subcontractors
<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>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Company Name:</strong> All American Asphalt</td>
<td>License #: 267073</td>
<td>Mill &amp; Overby</td>
<td>3.9%</td>
</tr>
<tr>
<td><strong>Address:</strong> PO Box 2229, Corona, CA 92878</td>
<td>DIR Registration #: 1000001051</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:bloth@allamericanasphalt.com">bloth@allamericanasphalt.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> On Point Land Surveying, Inc</td>
<td>License #: 224632</td>
<td>Survey Grid</td>
<td>1%</td>
</tr>
<tr>
<td><strong>Address:</strong> 1970 Orange Tree Lane Ste 344, Redlands, CA 92374</td>
<td>DIR Registration #: 1000003100</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> <a href="mailto:sharp@onpointlandsurveying.com">sharp@onpointlandsurveying.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Company Name:</strong> Cell-Crete</td>
<td>License #: 243404</td>
<td>Pipe Abandonment</td>
<td>1%</td>
</tr>
<tr>
<td><strong>Address:</strong> 135 E Railroad Ave, Moreno, CA 91306</td>
<td>DIR Registration #: 100000262</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Email Address:</strong> dvilleas @cellcrete.com</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(Do not list alternative subcontractors for the same work) (Use additional pages if needed)
PUBLICATIONS 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 contractor 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)
******************************************************************************
Weka, Inc
All American Asphalt
<table>
<thead>
<tr>
<th>Registration Number</th>
<th>Legal Entity Name</th>
<th>Registration Start Date</th>
<th>Registration Expiration Date</th>
<th>Status</th>
<th>Mailing Address</th>
<th>DBA Name</th>
<th>Craft Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>1000000262</td>
<td></td>
<td>7/1/2019</td>
<td>6/30/2020</td>
<td>Active</td>
<td>135 E RAILROAD AVENUE MONROVIA United States of America 91016</td>
<td></td>
<td>Cement Mason, Laborer</td>
</tr>
<tr>
<td>1000000262</td>
<td></td>
<td>7/1/2019</td>
<td>6/30/2020</td>
<td>Active</td>
<td>135 E RAILROAD AVENUE MONROVIA United States of America 91016</td>
<td>CELL-CRETE CORPORATION, INC.</td>
<td></td>
</tr>
</tbody>
</table>
**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 Engineering Contractor

**LICENSE NUMBER:** 6070100  **TYPE:** CSLB  **EXPIRATION DATE:** 4/30/2021

### A. INDIVIDUAL CONTRACTOR

<table>
<thead>
<tr>
<th>NAME OF INDIVIDUAL CONTRACTOR:</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>SIGNATURE OF OWNER:</td>
<td></td>
</tr>
</tbody>
</table>

### B. FIRM OR PARTNERSHIP

<table>
<thead>
<tr>
<th>NAME OF FIRM OR PARTNERSHIP:</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS:</td>
<td></td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td></td>
</tr>
<tr>
<td>SIGNATURE(S) &amp; TITLE OF MEMBERS SIGNING ON BEHALF OF THE PARTNERSHIP:</td>
<td></td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>TITLE:</td>
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<td>SIGNATURE:</td>
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<td>TITLE:</td>
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<td>SIGNATURE:</td>
<td></td>
</tr>
<tr>
<td>TITLE:</td>
<td></td>
</tr>
</tbody>
</table>

### C. CORPORATION

<table>
<thead>
<tr>
<th>NAME OF CORPORATION:</th>
<th><strong>Wekey Inc</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>BUSINESS ADDRESS:</td>
<td>27075 5th St, Highland, CA 92346</td>
</tr>
<tr>
<td>PHONE NUMBER:</td>
<td>909-425-6700</td>
</tr>
<tr>
<td>SIGNATURE OF AUTHORIZED OFFICER OF CORPORATION:</td>
<td></td>
</tr>
<tr>
<td>SIGNATURE:</td>
<td>President</td>
</tr>
<tr>
<td>TITLE:</td>
<td></td>
</tr>
</tbody>
</table>

C6-1  00030 Contractors Licensing Statement
NON-COLLUSION DECLARATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the __________ of __________, 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 __________ [date], at __________ [city], California [state].

Signed: __________________________________________

Name: ____________________________

(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>Weka, Inc</td>
<td>33-0557202</td>
</tr>
</tbody>
</table>

By (Authorized Signature) ____________________________________________________________________

Printed Name and Title of Person Signing: Jared Hima - President

Date Executed: 2/4/2020

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></td>
<td>N/A</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

Printed Name and Title of Person Signing       Date Executed
Cal/OSHA Form 300A (Rev. 7/2007)

Summary of Work-Related Injuries and Illnesses

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.

### Facility Information

Establishment name: Weka, Inc
Street: 27075 5th Street
City: Highland
State: CA
ZIP: 92346

Industry description: Underground Pipeline (Water, Sewer & Storm Drains)

Standard Industrial Classification (SIC) 1623
If known (e.g., SIC 3715)

### Employment Information

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

Annual average number of employees: 51
Total hours worked by all employees last year: 104993

### Sign here

Knowingly falsifying this document may result in a fine.
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
President

[Signature]
Vice President

(909) 425-8700
2/3/2020

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.
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: 2/5/2020  
Contractor’s Standard Industry Code: 1623

| Specification No. | 1385 | Project Name: 5215 W 8th Ave, Inglewood Water and \n| Contractor name: | Wexa, Inc | Sewer Rehabilitation Project |
| Contractor Address: | 20075 5th St, Highland, CA 92346 |
| Contractor License No. | 670100 | Phone No: 909-425-6200 |
| Contact Person: | Jared Hino |

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 [x]  
   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 [x] 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: ____________________________  
Date: 2/4/2020

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
BEFORE THE
STATE OF CALIFORNIA
OCCUPATIONAL SAFETY AND HEALTH
APPEALS BOARD

In the Matter of the Appeal of: WEKA INC.
27075 5TH STREET
HIGHLAND, CA 92346

Employer

Inspection No.
1408852

SETTLEMENT ORDER

The above-entitled matter is resolved pursuant to this Order and as set forth in the attached Summary Table.

The parties stipulate that no findings or conclusions have been made by any trier-of-fact regarding the citations and fines at issue herein, unless otherwise specified below.

IT IS STIPULATED by and between the parties that the settlement terms and conditions are not intended to be and shall not be construed by anyone or any proceeding as an admission of negligence, fault, or wrongdoing whatsoever by employer.

The parties further stipulate that neither employer’s agreement to compromise this matter nor any statement contained in this agreement shall be admissible in any other proceeding, either legal, equitable, or administrative, except for purposes of administration and enforcement of the California Occupational Safety and Health Act and in proceedings before the Appeals Board.

IT IS SO ORDERED.

Dated: 12/16/2019

Ursula L Clemons
Presiding Administrative Law Judge

Pursuant to California Code of Regulations, title 8, section 364.2, subdivision (e), employer shall post for 30 working days a copy of the Settlement Order. Posting shall be in a manner as prescribed in Section 356, subdivision (a).

Pursuant to California Code of Regulations, title 8, section 364.2, subdivision (d), the division shall serve a copy of this disposition on any authorized person representing affected employees if known.

NOTE: If you disagree with this order, you may petition the Appeals Board for reconsideration within 30 days. The petition must comply with the requirements of Labor Code sections 6614 through 6619. Please call the Appeals Board at (916) 274-5751 if you need assistance.
SUMMARY TABLE
OCCUPATIONAL SAFETY AND HEALTH APPEALS BOARD

In the Matter of the Appeal of: WEKA INC.  

<table>
<thead>
<tr>
<th>Citation Item</th>
<th>Section</th>
<th>Type</th>
<th>Citation/Item Resolution</th>
<th>Affirmed</th>
<th>Vacated</th>
<th>Penalty Proposed by DOSH in Citation</th>
<th>Final Penalty Assessed</th>
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</thead>
<tbody>
<tr>
<td>1 1</td>
<td>1609(a)</td>
<td>R</td>
<td>DOSH reduced to Notice in Lieu of Citation.</td>
<td>A</td>
<td></td>
<td>$300.00</td>
<td>$0.00</td>
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<tr>
<td>1 2</td>
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<td>DOSH reduced to Notice in Lieu of Citation.</td>
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<td>$300.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>1 3</td>
<td>3395(f)</td>
<td>G</td>
<td>Adjustment factors applied; penalty reduced.</td>
<td>A</td>
<td></td>
<td>$750.00</td>
<td>$335.00</td>
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<tr>
<td>1 4</td>
<td>3395(f)(2)(A)</td>
<td>G</td>
<td>Adjustment factors applied; penalty reduced.</td>
<td>A</td>
<td></td>
<td>$750.00</td>
<td>$335.00</td>
</tr>
<tr>
<td>1 5</td>
<td>5141(a)</td>
<td>G</td>
<td>Adjustment factors applied; penalty reduced.</td>
<td>A</td>
<td></td>
<td>$375.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>1 6</td>
<td>5144(e)(6)(A)</td>
<td>G</td>
<td>Adjustment factors applied; penalty reduced.</td>
<td>A</td>
<td></td>
<td>$375.00</td>
<td>$225.00</td>
</tr>
<tr>
<td>1 7</td>
<td>5144(f)</td>
<td>G</td>
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<td>A</td>
<td></td>
<td>$375.00</td>
<td>$225.00</td>
</tr>
</tbody>
</table>

Sub-Total: $3,225.00 $1,345.00

Total Amount Due*: $1,345.00

*You may owe more than this amount if you did not appeal one or more citations or items containing penalties. Please call 415-703-4310 or email AccountingCALOSHA@dir.ca.gov if you have any questions.

PENALTY PAYMENT INFORMATION

1. Please make your cashier's check, money order, or company check payable to: Department of Industrial Relations

2. Write the Inspection No. on your payment

3. If sending via US Mail: 
   CAL-OSHA Penalties 
   PO Box 516547 
   Los Angeles, CA 90051-0595

   If sending via Overnight Delivery:
   US Bank Wholesale Lockbox 
   c/o 516547 CAL-OSHA Penalties 
   16420 Valley View Ave. 
   La Mirada, CA 90638-5821

Online Payments can also be made by logging on to http://www.dir.ca.gov/dosh/CALOSHA_PaymentOption.html

-DO NOT send payments to the California Occupational Safety and Health Appeals Board-

Abbreviation Key:
G=General       R=Regulatory       Er=Employer
S=Serious       W=Willful          Ee=Employee      A/R=Accident Related
RG=Repeat General  RR=Repeat Regulatory  RS=Repeat Serious

OSHAB 201 SUMMARY TABLE Rev. 02/18
Citation and Notification of Penalty

Company Name: Weka Inc.
Establishment DBA: and its successors
Inspection Site: Flint St. & Spring St.
Lake Elsinore, CA 92530

Citation 1 Item 3 Type of Violation: General

Title 8 California Code of Regulations 3395(i). Heat Illness Prevention.

(i) Heat Illness Prevention Plan. The employer shall establish, implement, and maintain, an effective heat illness prevention plan. The plan shall be in writing in both English and the language understood by the majority of the employees and shall be made available at the worksite to employees and to representatives of the Division upon request. The Heat Illness Prevention Plan may be included as part of the employer's Illness and Injury Prevention Program required by section 3203, and shall, at a minimum, contain:
(1) Procedures for the provision of water and access to shade.
(2) The high heat procedures referred to in subsection (e).
(3) Emergency Response Procedures in accordance with subsection (f).
(4) Acclimatization methods and procedures in accordance with subsection (g).

Violation:
Prior to and during the course of the investigation, including but not limited to, on June 14, 2019, the employer did not make a copy of its written Heat Illness Prevention Plan available at the worksite upon the request of the Division's representative; nor did the Employer have its Heat Illness Prevention Plan available at the worksite for employees who might have requested it.
Citation and Notification of Penalty

Company Name: Weka Inc.
Establishment DBA: and its successors
Inspection Site: Flint St. & Spring St.
Lake Elsinore, CA 92530

Citation 1 Item 4 Type of Violation: General


(f) Emergency Response Procedures. The Employer shall implement effective emergency response procedures including:
(2) Responding to signs and symptoms of possible heat illness, including but not limited to first aid measures and how emergency medical services will be provided.
(A) If a supervisor observes, or any employee reports, any signs or symptoms of heat illness in any employee, the supervisor shall take immediate action commensurate with the severity of the illness.

Violation:
Prior to and during the course of the investigation, including, but not limited to, on June 14, 2019, the employer did not implement effective emergency response procedures. The foreman did not take immediate action commensurate with the severity of the illness when the foreman observed signs or symptoms of heat illness in an employee.

Date By Which Violation Must be Abated: January 10, 2020
Proposed Penalty: $750.00
Citation and Notification of Penalty

Company Name:  Weka Inc.
Establishment DBA:  
and its successors

Inspection Site:  Flint St. & Spring St. 
Lake Elsinore, CA 92530

Citation 1 Item 5  Type of Violation: General

Title 8 California Code of Regulations 5141(a). Control of Harmful Exposure to Employees.

(a) Engineering Controls. Harmful exposures shall be prevented by engineering controls whenever feasible.

Violation:
Prior to and during the course of the investigation, including but not limited to, on June 14, 2019, the employer failed to implement engineering controls during cement pipe cutting.

Date By Which Violation Must be Abated:  December 26, 2019
Proposed Penalty:  $375,000

Masks were medically fitted. We purchased a sawcutting machine to alter its possible heat exposure with masks that are certified for concrete cuts. Wet method cutting was used.
Citation and Notification of Penalty

Company Name: Weka Inc.
Establishment DBA: and its successors
Inspection Site: Flint St. & Spring St.
Lake Elsinore, CA 92530.

Citation 1 Item 6 Type of Violation: General

Title 8 California Code of Regulations 5144(e)(6)(A). Respiratory Protection.

(e) Medical evaluation. Using a respirator may place a physiological burden on employees that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. Accordingly, this subsection specifies the minimum requirements for medical evaluation that employers must implement to determine the employee's ability to use a respirator.

(6) Medical determination. In determining the employee's ability to use a respirator, the employer shall:
(A) Obtain a written recommendation regarding the employee's ability to use the respirator from the PLHCP. The recommendation shall provide only the following information:
1. Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
2. The need, if any, for follow-up medical evaluations; and
3. A statement that the PLHCP has provided the employee with a copy of the PLHCP's written recommendation.

Violation:
Prior to and during the course of the investigation, including but not limited to, on June 14, 2019, the employer failed to implement the minimum requirements for medical evaluation to determine the employees ability to use a respirator.
Citation and Notification of Penalty

Company Name: Weka Inc.
Establishment D/B/A: and its successors
Inspection Site: Flint St. & Spring St.
Lake Elsinore, CA 92530

Citation 1 Item 7  Type of Violation: General

Title 8 California Code of Regulations 5144(f). Respiratory Protection.

(f) Fit testing. This subsection requires that, before an employee may be required to use any respirator with a negative or positive pressure tight-fitting facepiece, the employee must be fit tested with the same make, model, style, and size of respirator that will be used. This subsection specifies the kinds of fit tests allowed, the procedures for conducting them, and how the results of the fit tests must be used.

(1) The employer shall ensure that employees using a tight-fitting facepiece respirator pass an appropriate qualitative fit test (QLFT) or quantitative fit test (QNFT) as stated in this subsection.
(2) The employer shall ensure that an employee using a tight-fitting facepiece respirator is fit tested prior to initial use of the respirator, whenever a different respirator facepiece (size, style, model or make) is used, and at least annually thereafter.
(3) The employer shall conduct an additional fit test whenever the employee reports, or the employer, PLHCP, supervisor, or program administrator makes visual observations of, changes in the employee's physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
(4) If after passing a QLFT or QNFT, the employee subsequently notifies the employer, program administrator, supervisor, or PLHCP that the fit of the respirator is unacceptable, the employee shall be given a reasonable opportunity to select a different respirator facepiece and to be retested.
(5) The fit test shall be administered using an OSHA-accepted QLFT or QNFT protocol. The OSHA-accepted QLFT and QNFT protocols and procedures are contained in Appendix A.
(6) QLFT may only be used to fit test negative pressure air-purifying respirators that must achieve a fit factor of 100 or less.

(7) If the fit factor, as determined through an OSHA-accepted QNFT protocol, is equal to or greater than 100 for tight-fitting half facepieces, or equal to or greater than 500 for tight-fitting full facepieces, the QNFT has been passed with that respirator.
(8) Fit testing of tight-fitting atmosphere-supplying respirators and tight-fitting powered air-purifying respirators shall be accomplished by performing quantitative or qualitative fit testing in the negative pressure mode, regardless of the mode of operation (negative or positive pressure) that is used for...
respiratory protection.
(A) Qualitative fit testing of these respirators shall be accomplished by temporarily converting the respirator user's actual facepiece into a negative pressure respirator with appropriate filters, or by using an identical negative pressure air-purifying respirator facepiece with the same sealing surfaces as a surrogate for the atmosphere-supplying or powered air-purifying respirator facepiece.
(B) Quantitative fit testing of these respirators shall be accomplished by modifying the facepiece to allow sampling inside the facepiece in the breathing zone of the user, midway between the nose and mouth. This requirement shall be accomplished by installing a permanent sampling probe onto a surrogate facepiece, or by using a sampling adapter designed to temporarily provide a means of sampling air from inside the facepiece.
(C) Any modifications to the respirator facepiece for fit testing shall be completely removed, and the facepiece restored to NIOSH-approved configuration, before that facepiece can be used in the workplace.

Violation:
Prior to and during the course of the investigation, including but not limited to, on June 14, 2019, the employer failed to fit test employees before an employee may be required to use any respirator with a negative or positive pressure tight-fitting facepiece according to this section.

All employee do site were medical fitted - New cannot use saw machine to use wet cut method and must that do not need medical fitted...

Date By Which Violation Must be Abated: December 26, 2019
Proposed Penalty: $375.00

[Signatures]

Isiagi Garland
Compliance Officer

Ayman Shibli
District Manager
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 CONFRS 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 SUBROGAION 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 CA LIC 0289370 1-925-244-7700
Edgewood Partners Insurance Centers (EPIC)
(Inland Empire - Branch ID 14542]
P.O. Box 5003
San Ramon, CA 94583

INSURED:
Weka, Inc.
27075 5th Street
Highland, CA 92346

CONTACT
NAME: Certificates Department
PHONE (Acct. No. Ext.): 925-244-7700
FAX (Acct. No.): 925-901-0671
EMAIL ADDRESS: EPICcerts@epicbrokers.com

INSRER(S) AFFORDING COVERAGE
INSRER: LIBERTY MUT FIRE INS CO 23035
INSRER: GREAT AMER INS CO 16691
INSRER: IRONSHORE SPECIALTY INS CO 25445
INSRER: CONTINENTAL INS CO 35289
INSRER:
INSRER:

COVERAGE
CERTIFICATE NUMBER: 56092938

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.

<table>
<thead>
<tr>
<th>INSRER LTR</th>
<th>TYPE OF INSURANCE</th>
<th>ADDD. SUBD.</th>
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<th>POLICY EXP (NMD/YYYY)</th>
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<tr>
<td>A X</td>
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<td>CLAIMS-MADE X OCCUR</td>
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<td>MED EXP (Any one person) $5,000</td>
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<td>OWNED AUTOS ONLY</td>
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<td></td>
<td></td>
<td>BODY INJURY (Per person) $</td>
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<td>HIRED AUTOS ONLY</td>
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<td></td>
<td>BODILY INJURY (Per accident) $</td>
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<td>SCHEDULED AUTOS</td>
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<td>PROPERTY DAMAGE (Per accident) $</td>
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<td>B X</td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
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<td>TUE3099190000</td>
<td>05/01/19</td>
<td>05/01/20</td>
<td>EACH OCCURRENCE $10,000,000</td>
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<td>CLAIMS-MADE</td>
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<td>AGGREGATE $10,000,000</td>
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<td>05/01/19</td>
<td>05/01/20</td>
<td>EL EACH ACCIDENT $1,000,000</td>
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<td></td>
<td></td>
<td>EL DISEASE - EA EMPLOYEE $1,000,000</td>
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<td></td>
<td>EL DISEASE - POLICY LIMIT $1,000,000</td>
</tr>
<tr>
<td>A X</td>
<td>Installation Floater</td>
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<td>YM2291467250059</td>
<td>05/01/19</td>
<td>05/01/20</td>
<td>$10,000 DED</td>
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<td>C X</td>
<td>Pollution Liability</td>
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<td>004042500</td>
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<td>05/01/20</td>
<td>1,000,000</td>
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<tr>
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<td>Builders Risk</td>
<td></td>
<td></td>
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<td>05/01/19</td>
<td>05/01/20</td>
<td>Incl. EQ &amp; Flood</td>
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</tbody>
</table>

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

CERTIFICATE HOLDER

*Evidence of Coverage

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY
ADDITIONAL INSURED ENHANCEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Index of modified items:

Item 1. Blanket Additional Insured Where Required By Written Agreement
Lessors of Leased Equipment
Managers or Lessors of Premises
Mortgagees, Assignees or Receivers
Owners, Lessees or Contractors
Architects, Engineers or Surveyors
Any Person or Organization

Item 2. Blanket Additional Insured – Grantor Of Permits

Item 3. Other Insurance Amendment

Item 1. Blanket Additional Insured Where Required By Written Agreement

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Additional Insured By Written Agreement

The following are insureds under the Policy when you have agreed in a written agreement to provide them coverage as additional insureds under your policy:

1. Lessors of Leased Equipment: The person(s) or organization(s) from whom you lease equipment, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

2. Managers or Lessors of Premises: Any manager(s) or lessor(s) of premises leased to you in which the written lease agreement obligates you to procure additional insured coverage.

The coverage afforded to the additional insured is limited to liability in connection with the ownership, maintenance or use of the premises leased to you and caused, in whole or in part, by some negligent act(s) or omission(s) of you, your "employees", your agents or your subcontractors. There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.
This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant in that premises or to lease that land;

b. Structural alterations, new construction or demolition operations performed by or on behalf of that manager or lessor; or

c. Any premises for which coverage is excluded by endorsement.

3. **Mortgagees, Assignees or Receivers:** Any person(s) or organization(s) with respect to their liability as mortgagee, assignee or receiver and arising out of your ownership, maintenance or use of the premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or on behalf of such person(s) or organization(s).

4. **Owners, Lessees or Contractors:** Any person(s) or organization(s) to whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors, in the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of "your work" included in the "products-completed operations hazard" unless you are required to provide such coverage for the additional insured by the written agreement, and then only for the period of time required by the written agreement and only for liability caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of your "employees", your agents, or your subcontractors.

There is no coverage for the additional insured for liability arising out of the sole negligence of the additional insured or those acting on behalf of the additional insured, except as provided below.

If the written agreement obligates you to procure additional insured coverage for the additional insured's sole negligence, then the coverage for the additional insured shall conform to the agreement, but only if the applicable law would allow you to indemnify the additional insured for liability arising out of the additional insured's sole negligence.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services.

5. **Architects, Engineers or Surveyors:** Any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In connection with your premises; or

b. In the performance of your ongoing operations.

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by or for you, including:
a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or for you.

6. Any Person or Organization Other Than a Joint Venture: Any person(s) or organization(s) (other than a joint venture of which you are a member) for whom you are obligated to procure additional insured coverage, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your act(s) or omission(s) or the act(s) or omission(s) of those acting on your behalf:

a. In the performance of your ongoing operations; or

b. In connection with premises owned by or rented to you.

This insurance does not apply to:

a. Any person(s) or organization(s) more specifically covered in Paragraphs 1. through 5. above;

b. Any construction, renovation, demolition or installation operations performed by or on behalf of you, or those operating on your behalf; or

c. Any person(s) or organization(s) whose profession, business or occupation is that of an architect, surveyor or engineer with respect to liability arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

   (1) The preparing, approving or failing to prepare or approve, maps, drawings, opinions, reports, surveys, field orders, change orders, designs and specifications; or

   (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by or on behalf of you, or those operating on your behalf.

The insurance afforded to any person(s) or organization(s) as an insured under this Item 1.:

1. Applies to the extent permitted by law;

2. Applies only to the scope of coverage and the minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this Policy;

3. Does not apply to any person(s) or organization(s) for any "bodily injury", "property damage" or "personal and advertising injury" if any other additional insured endorsement attached to this Policy applies to such person(s) or organization(s) with regard to the "bodily injury", "property damage" or "personal and advertising injury";

4. Applies only if the "bodily injury" or "property damage" occurs, or the offense giving rise to the "personal and advertising injury" is committed, subsequent to the execution of the written agreement; and

5. Applies only if the written agreement is in effect at the time the "bodily injury" or "property damage" occurs, or at the time the offense giving rise to the "personal and advertising injury" is committed.
Item 2. Blanket Additional Insured – Grantor Of Permits

Paragraph 2. of Section II – Who Is An Insured is amended to add the following:

Any state, municipality or political subdivision that has issued you a permit in connection with any operations performed by you or on your behalf, or in connection with premises you own, rent or control, and to which this insurance applies, but only to the extent that you are required to provide additional insured status to the state, municipality or political subdivision as a condition of receiving and maintaining the permit. Such state, municipality or political subdivision that has issued you a permit is an insured only with respect to their liability as grantor of such permit to you.

However, with respect to the state, municipality or political subdivision:

1. Coverage will be no broader than required; and

2. Limits of insurance will not exceed the minimum limits of insurance required as a condition for receiving or maintaining the permit;

but neither the scope of coverage nor the limits of insurance will exceed those provided by this Policy.

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state, municipality or political subdivision;

2. Any "bodily injury" or "property damage" included within the "products-completed operations hazard", except when required by written agreement initiated prior to loss; or

3. "Bodily injury", "property damage" or "personal and advertising injury", unless negligently caused, in whole or in part, by you or those acting on your behalf.

Item 3. Other Insurance Amendment

If you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for any person(s) or organization(s) that qualifies as an additional insured on this Policy, this Policy will apply solely on the basis required by such written agreement and Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will not apply. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Paragraph 4. Other Insurance of Section IV – Commercial General Liability Conditions will apply. However, this insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured for the same "occurrence", claim or "suit".
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT OR DESIGNATED LOCATION
COMBINED AGGREGATE LIMITS – WITH TOTAL AGGREGATE LIMIT
FOR ALL PROJECTS AND LOCATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

<table>
<thead>
<tr>
<th>Designated Construction Project(s) or Designated Location(s):</th>
<th>All 'locations' and all construction projects at which you are performing ongoing operations.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Aggregate Limit for all Projects and Locations:</td>
<td>$15,000,000</td>
</tr>
</tbody>
</table>

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 or a single designated "location":

1. A separate Designated General Aggregate Limit applies to each designated construction project and to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated General Aggregate Limit is the most we will pay for the sum of all damages under Section I - Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Section I - 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 General Aggregate Limit for that designated construction project or designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated General Aggregate Limit for any other designated construction project or designated "location".

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 General Aggregate Limit and the Total Aggregate Limit for all Projects and Locations.
5. The Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement is the most we will pay for the sum of all damages caused by "occurrences" under Section I – Coverage A and all medical expenses caused by accidents under Section I – Coverage C which can be attributed only to ongoing operations at a designated construction project or designated "location" shown in the Schedule of this endorsement, regardless of the number of construction projects, "locations", "occurrences" or accidents.

6. Each Designated General Aggregate Limit is subject to the Total Aggregate Limit for all Projects and Locations shown in the Schedule of this endorsement.

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 or single designated "location":

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 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 General Aggregate Limit.

D. If the applicable 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. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:

"Location" means any premises that you occupy for permanent operations as part of your business, but does not include any premises at which you are performing operations as part of a construction project. All premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "location".

F. The provisions of Section III - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

| Name Of Person Or Organization: | As required by written contract or agreement entered into prior to 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.

AUTO ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. Newly Acquired or Formed Organizations
II. Employees as Insureds
III. Lessor - Additional Insured and Loss Payee
IV. Supplementary Payments - Increased Limits
V. Fellow Employee Coverage
VI. Personal Property of Others
VII. Additional Transportation Expense and Cost to Recover Stolen Auto
VIII. Airbag Coverage
IX. Tapes, Records and Discs Coverage
X. Physical Damage Deductible - Single Deductible
XI. Physical Damage Deductible - Glass
XII. Physical Damage Deductible - Vehicle Tracking System
XIII. Duties in Event of Accident, Claim, Suit or Loss
XIV. Unintentional Failure to Disclose Hazards
XV. Worldwide Liability Coverage - Hired and Nonowned Autos
XVI. Hired Auto Physical Damage
XVII. Auto Medical Payments Coverage Increased Limits
XVIII. Drive Other Car Coverage - Broadened Coverage for Designated Individuals
XIX. Rental Reimbursement Coverage
XX. Notice of Cancellation or Nonrenewal
XXI. Loan/Lease Payoff Coverage
XXII. Limited Mexico Coverage
XXIII. Waiver of Subrogation

I. NEWLY ACQUIRED OR FORMED ORGANIZATIONS

Throughout this policy, the words "you" and "your" also refer to any organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership of more than 50 percent interest, provided:

A. There is no similar insurance available to that organization;

B. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

   1. The 90th day after you acquire or form the organization; or

   2. The end of the policy period,

   whichever is earlier; and

C. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.
II. EMPLOYEES AS INSURED

Paragraph A.1. Who Is An Insured of SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended to add the following:

Your "employee" is an "insured" while using with your permission a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

III. LESSOR - ADDITIONAL INSURED AND LOSS PAYEE

A. Any "leased auto" will be considered an "auto" you own and not an "auto" you hire or borrow. The coverages provided under this section apply to any "leased auto" until the expiration date of this policy or until the lessor or his or her agent takes possession of the "leased auto" whichever occurs first.

B. For any "leased auto" that is a covered "auto" under SECTION II - COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision is changed to include as an "insured" the lessor of the "leased auto". 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 a "leased auto" with the permission of any of the above.

C. Loss Payee Clause

1. We will pay, as interests may appear, you and the lessor of the "leased auto" for "loss" to the covered "leased auto".
2. The insurance covers the interest of the lessor of the "leased auto" unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor of a "leased auto", we will obtain his or her rights against any other party.

D. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

E. The lessor is not liable for payment of your premiums.

F. For purposes of this endorsement, the following definitions apply:

"Leased auto" means an "auto" which you lease for a period of six months or longer for use in your business, including any "temporary substitute" of such "leased auto".

"Temporary substitute" means an "auto" that is furnished as a substitute for a covered "auto" when the covered "auto" is out of service because of its breakdown, repair, servicing, "loss" or destruction.
IV. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

Subparagraphs A.2.a.(2) and A.2.a.(4) of SECTION II - COVERED AUTOS LIABILITY COVERAGE are deleted and replaced by the following:

(2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “insured” at our request, including actual loss of earnings up to $500 a day because of time off from work.

V. FELLOW EMPLOYEE COVERAGE

A. Exclusion B.5. of SECTION II - COVERED AUTOS LIABILITY COVERAGE does not apply.

B. For the purpose of Fellow Employee Coverage only, Paragraph B.5. of SECTION IV - BUSINESS AUTO CONDITIONS is changed as follows:

This Fellow Employee Coverage is excess over any other collectible insurance.

VI. PERSONAL PROPERTY OF OTHERS

Exclusion 6. in SECTION II - COVERED AUTOS LIABILITY COVERAGE for a covered “auto” is amended to add the following:

This exclusion does not apply to “property damage” or “covered pollution cost or expense” involving “personal property” of your “employees” or others while such property is carried by the covered “auto”. The Limit of Insurance for this coverage is $5,000 per “accident”. Payment under this coverage does not increase the Limit of Insurance.

For the purpose of this section of this endorsement, “personal property” is defined as any property that is not used in the individual’s trade or business or held for the production or collection of income.

VII. ADDITIONAL TRANSPORTATION EXPENSE AND COST TO RECOVER STOLEN AUTO

A. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

The amount we will pay is increased to $50 per day and to a maximum limit of $1,000.

B. Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If your business is shown in the Declarations as something other than an auto dealership, we will also pay up to $1,000 for reasonable and necessary costs incurred by you to return a stolen covered “auto” from the place where it is recovered to its usual garaging location.

VIII. AIRBAG COVERAGE

Exclusion B.3.a. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

This exclusion does not apply to the accidental discharge of an airbag.

IX. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
(1) Are your property or that of a family member; and

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200. No Physical Damage Coverage deductible applies to this coverage.

X. PHYSICAL DAMAGE DEDUCTIBLE - SINGLE DEDUCTIBLE

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is deleted and replaced by the following:

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same collision, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos".

XI. PHYSICAL DAMAGE DEDUCTIBLE - GLASS

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

No deductible applies to "loss" to glass if you elect to patch or repair it rather than replace it.

XII. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

Paragraph D. in SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add:

Any Comprehensive Coverage Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global positioning device and that device was the method of recovery of the vehicle.

XIII. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Subparagraphs A.2.a. and A.2.b. of SECTION IV- BUSINESS AUTO CONDITIONS are changed to:

a. In the event of "accident", claim, "suit" or "loss", your insurance manager or any other person you designate must notify us as soon as reasonably possible of such "accident", claim, "suit" or "loss". Such notice must 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 and witnesses.

Knowledge of an "accident", claim, "suit" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident", claim, "suit" or "loss" from your agent, servant or "employee".

b. Additionally, you and any other involved "insured" must:

(1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
(2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".

(4) Authorize us to obtain medical records or other pertinent information.

(5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.

XIV. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

XV. WORLDWIDE LIABILITY COVERAGE - HIRED AND NONOWNED AUTOS

Condition B.7. in SECTION IV - BUSINESS AUTO CONDITIONS is amended to add the following:

For "accidents" resulting from the use or operation of covered "autos" you do not own, the coverage territory means all parts of the world subject to the following provisions:

a. If claim is made or "suit" is brought against an "insured" outside of the United States of America, its territories and possessions, Puerto Rico and Canada, we shall have the right, but not the duty to investigate, negotiate, and settle or defend such claim or "suit".

If we do not exercise that right, the "insured" shall have the duty to investigate, negotiate, and settle or defend the claim or "suit" and we will reimburse the "insured" for the expenses reasonably incurred in connection with the investigation, settlement or defense. Reimbursement will be paid in the currency of the United States of America at the rate of exchange prevailing on the date of reimbursement.

The "insured" shall provide us with such information we shall reasonably request regarding such claim or "suit" and its investigation, negotiation, and settlement or defense.

The "insured" shall not agree to any settlement of the claim or "suit" without our consent. We shall not unreasonably withhold consent.

b. We are not licensed to write insurance outside of the United States of America, its territories or possessions, Puerto Rico and Canada.

We will not furnish certificates of insurance or other evidence of insurance you may need for the purpose of complying with the laws of other countries relating to auto insurance.

Failure to comply with the auto insurance laws of other countries may result in fines or penalties. This insurance does not apply to such fines or penalties.

XVI. HIRED AUTO PHYSICAL DAMAGE

If no deductibles are shown in the Declarations for Physical Damage Coverage for HIRED or BORROWED AUTOS, the following will apply:

A. We will pay for "loss" under Comprehensive and Collision coverages to a covered "auto" of the private passenger type hired without an operator for use in your business:
1. The most we will pay for coverage afforded by this endorsement is the lesser of:
   a. The actual cost to repair or replace such covered "auto" with other property of like kind and quality; or
   b. The actual cash value of such covered "auto" at the time of the "loss".

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".

3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

B. For each covered "auto", our obligation to pay for, repair, return or replace the covered "auto" will be reduced by any deductible shown in the Declarations that applies to private passenger "autos" that you own. If no applicable deductible is shown in the Declarations, the deductible will be $250.

If the Declarations show other deductibles for Physical Damage Coverages for Hired or Borrowed Autos, this Section XVI of this endorsement does not apply.

C. Paragraph A.4.b. of SECTION III - PHYSICAL DAMAGE COVERAGE is replaced by the following:
   b. Loss of Use Expenses

   For Hired Auto Physical Damage provided by this endorsement, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a private passenger vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses caused by:

   (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or

   (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

   However, the most we will pay under this coverage is $30 per day, subject to a maximum of $900.

XVII. AUTO MEDICAL PAYMENTS COVERAGE - INCREASED LIMITS

For any covered "loss", the Limit of Insurance for Auto Medical Payments will be double the limit shown in the Declarations if the "insured" was wearing a seat belt at the time of the "accident". This is the maximum amount we will pay for all covered medical expenses, regardless of the number of covered "autos", "insureds", premiums paid, claims made, or vehicles involved in the "accident".

If no limit of insurance for Auto Medical Payments is shown on the Declarations, this paragraph Section XVII of this endorsement does not apply.

XVIII. DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR DESIGNATED INDIVIDUALS

A. This endorsement amends only those coverages indicated with an "X" in the Drive Other Car section of the Schedule to this endorsement.

B. SECTION II - COVERED AUTOS LIABILITY COVERAGE is amended as follows:

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by any individual named in the Drive Other Car section of the Schedule to this endorsement or by his or her spouse while a resident of the same household except
a. Any "auto" owned by that individual or by any member of his or her household; or

b. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

2. The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her spouse, while a resident of the same household, are "insureds" while using any covered "auto" described in Paragraph B.1. of this endorsement.

C. Auto Medical Payments, Uninsured Motorist, and Underinsured Motorist Coverages are amended as follows:

The following is added to Who Is An Insured:

Any individual named in the Drive Other Car section of the Schedule to this endorsement and his or her "family members" are "insured" while "occupying" or while a pedestrian when struck by any "auto" you don't own except:

Any "auto" owned by that individual or by any "family member".

D. SECTION III - PHYSICAL DAMAGE COVERAGE is changed as follows:

Any private passenger type "auto" you don't own, hire or borrow is a covered "auto" while in the care, custody or control of any individual named in the Drive Other Car section of the Schedule to this endorsement or his or her spouse while a resident of the same household except:

1. Any "auto" owned by that individual or by any member of his or her household; or

2. Any "auto" used by that individual or his or her spouse while working in a business of selling, servicing, repairing or parking "autos".

E. For purposes of this endorsement, SECTION V - DEFINITIONS is amended to add the following:

"Family member" means a person related to the individual named in the Drive Other Car section of the Schedule to this endorsement by blood, marriage or adoption who is a resident of the individual's household, including a ward or foster child.

XIX. RENTAL REIMBURSEMENT COVERAGE

A. For any owned covered "auto" for which Collision and Comprehensive Coverages are provided, we will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered physical damage "loss" to an owned covered "auto". Such payment applies in addition to the otherwise applicable amount of physical damage coverage you have on a covered "auto". No deductibles apply to this coverage.

B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending with the earlier of the return or repair of the covered "auto", or the exhaustion of the coverage limit.

C. Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred; or

2. $30 per day with a maximum of $900 in any one period.
D. This coverage does not apply:

1. While there are spare or reserve "autos" available to you for your operations; or

2. If coverage is provided by another endorsement attached to this policy.

E. If a covered "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under Paragraph A.4. Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE of the Business Auto Coverage Form or Section VII of this endorsement.

XX. NOTICE OF CANCELLATION OR NONRENEWAL

A. Paragraph A.2. of the COMMON POLICY CONDITIONS is changed to:

2. We may cancel or non-renew this policy by mailing written notice of cancellation or non-renewal to the Named Insured, and to any name(s) and address(es) shown in the Cancellation and Non-renewal Schedule:

   a. For reasons of non-payment, the greater of:

      (1) 10 days; or

      (2) The number of days specified in any other Cancellation Condition attached to this policy; or

   b. For reasons other than non-payment, the greater of:

      (1) 60 days;

      (2) The number of days shown in the Cancellation and Non-renewal Schedule; or

      (3) The number of days specified in any other Cancellation Condition attached to this policy,

      prior to the effective date of the cancellation or non-renewal.

B. All other terms of Paragraph A. of the COMMON POLICY CONDITIONS, and any amendments thereto, remain in full force and effect.

XXI. LOAN/LEASE PAYOFF COVERAGE

The following is added to Paragraph C. Limits Of Insurance of SECTION III - PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" of the private passenger type shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto", less:

1. The amount paid under the PHYSICAL DAMAGE COVERAGE SECTION of the policy; and

2. Any:

   a. Overdue lease/loan 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.

This coverage is limited to a maximum of $1,500 for each covered "auto".

XXII. LIMITED MEXICO COVERAGE

**WARNING**

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED UNDER THIS ENDORSEMENT MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING INTO MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR BEYOND 25 MILES FROM THE BOUNDARY OF THE UNITED STATES OF AMERICA.

A. Coverage

1. Paragraph B.7. of **SECTION IV - BUSINESS AUTO CONDITIONS** is amended by the addition of the following:

   The coverage territory is extended to include Mexico but only if all of the following criteria are met:

   a. The "accidents" or "loss" occurs within 25 miles of the United States border; and

   b. While on a trip into Mexico for 10 days or less.

2. For coverage provided by this section of the endorsement, Paragraph B.5. Other Insurance in **SECTION IV - BUSINESS AUTO CONDITIONS** is replaced by the following:

   The insurance provided by this endorsement will be excess over any other collectible insurance.

B. Physical Damage Coverage is amended by the addition of the following:

If a "loss" to a covered "auto" occurs in Mexico, we will pay for such "loss" in the United States. If the covered "auto" must be repaired in Mexico in order to be driven, we will not pay more than the actual cash value of such "loss" at the nearest United States point where the repairs can be made.

C. Additional Exclusions

The following additional exclusions are added:

This insurance does not apply:

1. If the covered "auto" is not principally garaged and principally used in the United States.

2. To any "insured" who is not a resident of the United States.

XXIII. WAIVER OF SUBROGATION

Paragraph A.5. in **SECTION IV - BUSINESS AUTO CONDITIONS** does not apply to any person or organization where the Named Insured has agreed, by written contract executed prior to the date of "accident", to waive rights of recovery against such person or organization.
### Schedule

**Premium**

- Liability Included
- Physical Damage Included
- Total Premium Included

<table>
<thead>
<tr>
<th>XVII. Drive Other Car</th>
<th>LIAB</th>
<th>MP</th>
<th>UM</th>
<th>UIM</th>
<th>COMP</th>
<th>COLL</th>
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<tr>
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### XX. Notice of Cancellation or Nonrenewal

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<tr>
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<th>Number of Days</th>
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<td>60</td>
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</tbody>
</table>
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 2% of the California workers’ compensation premium otherwise due on such remuneration.

Schedule

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of $250

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<thead>
<tr>
<th>Person or Organization</th>
<th>Job Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where required by contract or written agreement prior to loss and allowed by law.</td>
<td>Any</td>
</tr>
</tbody>
</table>
EASTERN MUNICIPAL WATER DISTRICT
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we _______________________________ as Principal, hereinafter called the Principal, and

____________________________ 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 the total *(1)* Dollars (**---10%---**), 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 February 5, 2020, for I-215 FWY and Placentia Interchange Water and Sewer Relocation 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 January, 2020

CONTRACTOR AS PRINCIPAL

Company: Weka, Inc.

Signature: _______________________________ Name: Jared Himle Title: President

SURETY

Company: U.S. Specialty Insurance Company

Signature: _______________________________ Name: Shannon Lopez Title: Attorney-In-Fact

*(1) amount bid by the Principal

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 _______ February 4, 2020 _______ before me, _______ Rebecca Brockham, Notary Public _______
(insert name and title of the officer)

personally appeared _______ Jared Himle _______, 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 _______ Rebecca Brockham _______ (Seal)
CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino

On January 31, 2020, before me, Jeannie M. Hall, Notary Public, person(s) named Shannon Lopez

personally appeared, 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

(Seal)
POWER OF ATTORNEY

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

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

Shannon Lopez, Elizabeth D. Kolpien, George DeCristo or Samantha Orf
of Redlands, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed $5,000,000.00. This Power of Attorney shall expire without further action on April 23rd, 2022. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions

Attorney-in-Fact may be given full power and authority and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and executed by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer or seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

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

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

State of California
County of Los Angeles

By: Daniel P. Aguilar, Vice President

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

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

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

WITNESS my hand and official seal.

Signature __________________________ (seal)

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

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 31st day of January, 2020.

Corporate Seals
Bond No. N/A
Agency No. 3549

Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSMANP0405/2019