

CONTRACT AGREEMENT

CAPITAL IMPROVEMENT PROJECT NO. 17-09 PARAMOUNT BOULEVARD TRAFFIC SIGNAL UPGRADES AND SAFETY ENHANCEMENTS PROJECT

THIS CONTRACT is made and entered into at Downey, California this 25th day of February, 2020, by and between the CITY OF DOWNEY, a chartered municipal corporation (hereinafter "City") and INTERNATIONAL LINE BUILDER'S, INCORPORATED, (hereinafter "Contractor").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. CONTRACT DOCUMENTS - Contractor agrees to perform all work specified in the Plans and Specifications, entitled Capital Improvement Project No. 17-09, in accordance with the documents hereinafter described, which are by reference incorporated herein and made a part hereof, and are in the Office of the City Engineer.
 - A. Plans for Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, Capital Improvement Project No. 17-09.
 - B. Specifications for Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, Capital Improvement Project No. 17-09, including both the General Conditions and the Special Conditions.
 - C. Notice Calling for Bids, including ascertainment of prevailing wage scale established which wage scale is on file and available for inspection by any party at the City Engineer's Office.
 - D. Instructions to Bidders.
 - E. Proposal for Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, Capital Improvement Project No. 17-09, executed by the Contractor.
 - F. Addenda to the Plans and Specifications for Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project, Capital Improvement Project No. 17-09.
2. PAYMENT - In consideration thereof the City agrees to pay to the Contractor the sum of **One Million, Three Hundred Six Thousand, Six Hundred Twenty Nine Dollars (\$1,306,629.00)**, payable as set forth in the General Conditions, and in accordance with the Contract Unit Prices shown in the following quantity schedule:

BASE BID

ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
<u>BASE BID ITEMS</u>				
1.	Traffic Control, Public Convenience Safety	1 LS	\$ 15,000.00	\$ 15,000.00
2.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Gardendale Street	1 LS	\$ 55,597.00	\$ 55,597.00
3.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Quill Drive / Quoit Street	1 LS	\$ 102,851.00	\$ 102,851.00

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ITEM NO.	DESCRIPTION	QUANTITY & UNIT	UNIT PRICE	AMOUNT
4.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Alameda Street	1 LS	\$ 174,659.00	\$ 174,659.00
5.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Stewart & Gray Road	1 LS	\$ 149,464.00	\$ 149,464.00
6.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Brookmill Road	1 LS	\$ 209,433.00	\$ 209,433.00
7.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Florence Avenue	1 LS	\$ 29,574.00	\$ 29,574.00
8.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Lubec Street	1 LS	\$ 71,438.00	\$ 71,438.00
9.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Suva Street	1 LS	\$ 84,666.00	\$ 84,666.00
10.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Gallatin Road	1 LS	\$ 45,131.00	\$ 45,131.00
11.	Modify Traffic Signal Complete Per Plan at Paramount Boulevard and Vista Del Rosa Street	1 LS	\$ 268,816.00	\$ 268,816.00
TOTAL BASE BID – Items 1 to 11 (in Figures)			\$ 1,306,629.00	
TOTAL BASE BID – Items 1 to 11 (in Words)		One Million, Three Hundred Six Thousand, Six Hundred Twenty Nine		

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the date and year first above written.

INTERNATIONAL LINE BUILDER'S, INCORPORATED

By: Eugenat Beann-President So Cal Div.
Authorized Signatory (Print Name)

By: [Signature]
Authorized Signatory (Signature)

Date: 03/16/2020

CITY OF DOWNEY

By: [Signature]
Blanca Pacheco, Mayor

Date: 4-2-2020

APPROVED AS TO FORM:

By: [Signature]
Yvette M. Abich Garcia, City Attorney

Date: 3-19-2020

ATTEST:

By: [Signature]
Maria Alicia Duarte, CMC, City Clerk

Date: 04-02-2020

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

INTERNATIONAL LINE BUILDER'S, INCORPORATED

By: Eugenat Beann-President So Cal Div.
Authorized Signatory (Print Name)

By: [Signature]
Authorized Signatory (Signature)

Date: 03/16/2020

Note: This Contract Agreement must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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 Riverside)

On March 16, 2020 before me, Brenda McKinney, Notary Public
(insert name and title of the officer)

personally appeared Earnest Brown, President So Cal Div.
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 Brenda McKinney (Seal)



Bond No. 190044664/106504637

PERFORMANCE BOND
CAPITAL IMPROVEMENT PROJECT NO. 17-09
PARAMOUNT BOULEVARD TRAFFIC SIGNAL UPGRADES AND
SAFETY ENHANCEMENTS PROJECT

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded Capital Improvement Project No. 17-09 ("Contract") to International Line Builders, Inc. ("Principal"), for the construction of the Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project

WHEREAS, Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

Liberty Mutual Insurance Company &
Travelers Casualty and Surety

NOW, THEREFORE, we, the undersigned Principal, and Company of America ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of One Million, Three Hundred Six Thousand, Six Hundred Twenty Nine Dollars (\$1,306,629.00), this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, or his/her heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Principal's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless the City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees as part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, all to be treated as cost and included in any resolution.

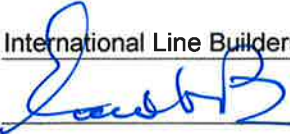
FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the Specifications thereunder.

PERFORMANCE BOND
CAPITAL IMPROVEMENT PROJECT NO. 17-09
Page 2 of 2

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: March 6, 2020

"Principal"


International Line Builders, Inc.


By: Ernest Beavn
Its President Jo Cal Div.

By: _____
Its _____

(Seal)

"Surety"

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America


Blake S. Bohlig, Attorney-in-Fact
Its _____

N/A
Its _____

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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 Riverside)

On March 16, 2020 before me, Brenda McKinney, Notary Public
(insert name and title of the officer)

personally appeared Earnest Brown, President So Cal Div.
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 Brenda McKinney (Seal)



Bond No. 190044664/106504637

**PAYMENT BOND
(LABOR AND MATERIAL)**

**CAPITAL IMPROVEMENT PROJECT NO. 17-09
PARAMOUNT BOULEVARD TRAFFIC SIGNAL UPGRADES AND
SAFETY ENHANCEMENTS PROJECT**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Downey, California ("City"), has awarded Capital Improvement Project No. 17-09 ("Contract") to International Line Builders, Inc. ("Principal"), for the construction of the Paramount Boulevard Traffic Signal Upgrades and Safety Enhancements Project.

WHEREAS, Principal is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborer, mechanics, material suppliers, and other persons as provided by law.

NOW, THEREFORE, we, the undersigned Principal, and Liberty Mutual Insurance Company & Travelers Casualty and Surety Company * ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of One Million, Three Hundred Six Thousand, Six Hundred Twenty Nine Dollars (\$1,306,629.00), this amount being not less than the total Contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents. *of America

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bound Principal, or his/her heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Section 13030 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by the City in the suit and attorneys' fees.

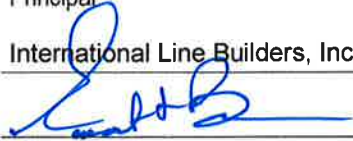
FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or these Specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to these Specifications thereunder.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Date: March 6, 2020

"Principal"

International Line Builders, Inc.



By: Ernest Beann
Its President So Cal Div

By: _____
Its _____

(Seal)

"Surety"

Liberty Mutual Insurance Company &
Travelers Casualty and Surety Company of America



Blake S. Bohlig, Attorney-in-Fact

Its _____

N/A

Its _____

(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

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 Riverside)

On March 10, 2020 before me, Brenda McKinney, Notary Public
(insert name and title of the officer)

personally appeared Earnest Brown, President So Cal Div.
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 Brenda McKinney (Seal)



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~~ Minnesota
County of Hennepin)

On March 6, 2020 before me, Michelle Halter, Notary Public
(insert name and title of the officer)

personally appeared Blake S. Bohlig, Attorney-in-Fact,
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~~
paragraph is true and correct. **Minnesota**

WITNESS my hand and official seal.

Signature  (Seal)





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

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

Certificate No: 8196930-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohlig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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

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

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 6th day of March, 2020.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Blake S. Bohlig** of **BLOOMINGTON Minnesota**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017**.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Señor Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **6th** day of **March**, **2020**




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

**GENERAL LIABILITY/AUTOMOBILE LIABILITY
INSURANCE DOCUMENTATION FOR CONTRACT AGREEMENT**

FOR THE CITY OF DOWNEY, CALIFORNIA

CASH CONTRACT / MISCELLANEOUS PROJECT / PERMIT / PURCHASE ORDER / AGREEMENT NUMBER: CIP 17-09

This document acknowledges insurance provided under the following:

COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE PART

AUTOMOBILE LIABILITY INSURANCE COVERAGE PART

In consideration of the premium charged and notwithstanding any inconsistent statement in the policy to which this document is attached or in any endorsement which now or later attaches to the policy, the Company agrees as follows:

ADDITIONAL INSURED: The City of Downey and City of South Gate, its officers, agents and employees are included as additional insured, with respect to liability and defense of claims and suits arising out of the operations and uses performed by or on behalf of the named insured.

CONTRIBUTION WAIVED: This insurance is primary. The City of Downey's and City of South Gate's insurance program shall be excess of this insurance. The Company shall not seek contribution from the City and its insurers.


SEPARATION OF INSURED: This insurance applies separately to each insured against whom claim is made or suit is brought, except that the naming of multiple insured shall not increase the Company's limits of liability. The inclusion of any person, organization, firm or entity as an insured under the policy shall not affect any right which such person, organization, firm or entity would have as a claimant if not so included.

CANCELLATION NOTICE: If the Company elects to cancel or terminate this insurance before the stated expiration date, or declines to renew a continuous policy, or reduces the stated limits other than by impairment of an aggregate limit, the Company shall mail written notice to the Cities at least 30 days in advance of such election. For non-payment of premium, the Company shall give the Cities at least ten (10) days advance written notice of cancellation or termination.

Except as stated above, all other endorsements, provisions, conditions, limits and exclusions of this insurance shall remain unchanged.

COMMERCIAL GENERAL LIABILITY POLICY NUMBER: TB2-041-005097-010	AUTOMOBILE LIABILITY POLICY NUMBER: A12-041-005097-050
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By my signature on this insurance document, I warrant that I have authority to bind the insurance company and do so bind the company to this document:

AUTHORIZED REPRESENTATIVE'S SIGNATURE: 	DATE SIGNED: 03/16/2020
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**GUIDANCE FOR SUBMITTING EVIDENCE OF INSURANCE
TO THE CITY OF DOWNEY**

1. For faster processing of your permit application, lease, contract or purchase order, please give this insurance document to your insurance company, or its authorized representative, for completion of this form. No modifications to this form are permitted.
2. **If your insurance company or the authorized representative chooses instead to use its own endorsement form, you should allow for extra processing time by the City. The City Attorney's office must review all insurance company forms for compliance with the conditions of your permit, lease, contract or purchase order, or other City insurance requirements.**
3. In addition to this insurance document, or your insurance company's endorsement form, you must submit to the City a "certificate of insurance" from your insurance company. The certificate must comply with the City's insurance requirements.
4. **YOUR CERTIFICATE OF INSURANCE AND THIS INSURANCE DOCUMENT MUST SHOW COMMERCIAL GENERAL LIABILITY COVERAGE AND AUTOMOBILE LIABILITY COVERAGE, UNLESS CITY PERSONNEL INSTRUCT YOU OTHERWISE.**
5. Please return this insurance document and the certificate to the City Department below:

Permit Applicants:

Engineering Division

Vendors:

Purchasing

**Contractors, Consultants,
Lessees:**

**City Department responsible for your
Contract or requesting your services**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2020

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

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

PRODUCER Marsh USA Inc. 333 South 7th Street, Suite 1400 Minneapolis, MN 55402-2400 CN102299309-ILBR-GAWX-20-21	CONTACT NAME: <table style="width: 100%; border: none;"> <tr> <td style="border: none;">PHONE (A/C, No, Ext):</td> <td style="border: none;">FAX (A/C, No):</td> </tr> <tr> <td colspan="2" style="border: none;">E-MAIL ADDRESS:</td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Ins Co</td> <td>23035</td> </tr> <tr> <td>INSURER B : Associated Electric & Gas Ins Services Ltd</td> <td>3190004</td> </tr> <tr> <td>INSURER C : Liberty Insurance Corporation</td> <td>42404</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	PHONE (A/C, No, Ext):	FAX (A/C, No):	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Ins Co	23035	INSURER B : Associated Electric & Gas Ins Services Ltd	3190004	INSURER C : Liberty Insurance Corporation	42404	INSURER D :		INSURER E :		INSURER F :	
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INSURER F :																			
INSURED International Line Builders 2520 Rubidoux Blvd. PO Box 3039 Riverside, CA 92509																			

COVERAGES **CERTIFICATE NUMBER:** CHI-009465256-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <table style="width: 100%; border: none;"> <tr> <td style="border: none;"><input type="checkbox"/> CLAIMS-MADE</td> <td style="border: none;"><input checked="" type="checkbox"/> OCCUR</td> </tr> <tr> <td colspan="2" style="border: none;">GEN'L AGGREGATE LIMIT APPLIES PER:</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> POLICY</td> <td style="border: none;"><input checked="" type="checkbox"/> PRO-JECT</td> </tr> <tr> <td colspan="2" style="border: none;"><input type="checkbox"/> LOC</td> </tr> <tr> <td colspan="2" style="border: none;">OTHER:</td> </tr> </table>	<input type="checkbox"/> CLAIMS-MADE	<input checked="" type="checkbox"/> OCCUR	GEN'L AGGREGATE LIMIT APPLIES PER:		<input type="checkbox"/> POLICY	<input checked="" type="checkbox"/> PRO-JECT	<input type="checkbox"/> LOC		OTHER:				TB2-641-005097-040	01/01/2020	01/01/2021	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 2,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 4,000,000		\$
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N N / A <input checked="" type="checkbox"/> N N / A			WA7-64D-005097-010 (AOS) "Includes "Stop-Gap"	01/01/2020	01/01/2021	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td><input type="checkbox"/> OTHER</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	\$	<input type="checkbox"/> OTHER	\$	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000														
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Paramount Blvd Traffic Signal Upgrades & Safety Enhancements Project. CIP No. 17-09.
 City of Downey and City of South Gate. its officers, agents and employees is/are included as additional insured under general liability per the attached CG 2010 and CG 2037 endorsements and does not include professional liability coverage. Blanket Additional Insured for Automobile Liability is included per attached designated Insured Endorsement CA 20 48. Blanket Waiver of Subrogation, where allowed by law. applies for General Liability (CG 24 04), Automobile Liability (CA 04 44), and Workers' Compensation per the attached endorsements. Excess liability applies to general liability, products and completed operations, automobile liability, and employers liability.

CERTIFICATE HOLDER City of Downey 11111 Brookshire Ave Downey, CA 90241	CANCELLATION <p style="text-align: center;">SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

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

Any person or organization whom you have agreed in writing to add as an additional Insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

This policy will be primary and non-contributory to any like insurance available to the person or organization noted above.

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

Each person or organization shown in the Schedule is an "Insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "Insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I - Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AI2-641-005097-050

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
Per schedule of certificate holders on file with the Company	Per schedule of certificate holders on file with the Company	90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named Insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

SCHEDULE

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

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

Premium: \$ INCL

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

SCHEDULE

SCHEDULE (continued)

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location(s) Of Covered Operations

Any person or organization with whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location And Description Of Completed Operations

Any person or organization for whom you have agreed in writing in a contract or agreement, prior to an "occurrence" or "offense", that such person or organization be added as an additional insured on your policy; and 2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in item (1) above.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

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

Policy Number **TB2-641-005097-040**
 Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART
- COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Per Schedule of certificate holders on file with the Company		90

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

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

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 below 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 below.

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.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
Schedule on file with the company	Schedule on file with the company	90

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-010 Effective Date 01/01/2020 Premium \$

Issued to Centennial Energy Holdings, Inc.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Not applicable in Alaska, Kentucky and New Jersey

Schedule

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

Where required by contract or written agreement prior to loss and allowed by law

In the states of Alabama, Arizona, Arkansas, Colorado, Georgia, Idaho, Illinois, Indiana, Kansas, Michigan, Mississippi, Missouri, Montana, Nevada, New Mexico, North Carolina, Oklahoma, Pennsylvania, South Carolina, South Dakota, West Virginia, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$100 per policy.

In the states of Florida, Iowa, Nebraska, Oregon, the premium charge is 1% of the total manual premium subject to a minimum premium of \$250 per policy.

In the state of Hawaii, the premium charge is \$12,928 and determined as follows: The premium charge for this endorsement is 1% of the total manual premium, subject to a minimum premium of \$250 per policy.

In the state of Louisiana, the premium charge is 2% of the total standard premium subject to a minimum premium of \$250 per policy.

In the state of Massachusetts, the premium charge is 1% of the total manual premium.

In the states of New York, Tennessee, the premium charge is 2% of the total manual premium, subject to a minimum premium of \$250 per policy.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-64D-005097-010 Effective Date 01/01/20 Premium \$

Issued to Centennial Energy Holdings, Inc.