

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRAMOS  
 DATE: 12/3/15

Departmental Concurrence

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

151



**FROM:** Parks Department

**SUBMITTAL DATE:**  
 December 3, 2015

**SUBJECT:** Accept the Low Bid and Award the Contract for the Construction Improvements To The Boat Launch And Related Facilities At Mayflower Park, Blythe, California; District 4: [CA State Parks Division of Boating and Waterways Grant \$ 539,801; District CIP Fund 33100 \$129,207]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve Addendum #1 to the plans and specifications issued prior to the September 30, 2015 bid opening; and
2. Accept the low bid of AZCA Drilling and Pump Inc. of Ehrenberg, Arizona in the amount of \$669,007.50; and
3. Waive any minor irregularities and Award the contract to AZCA Drilling and Pump Inc. and authorize the Chairman of the Board to execute the contract documents.

**BACKGROUND:**

Summary  
 (Continued on page 2)

*[Signature]*  
 Scott Bangle  
 Parks Director

2016-002S

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 669,008	\$ 0	\$ 669,008	\$ 0	Consent <input checked="" type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: CA State Parks Division of Boating and Waterways Grant (\$ 539,801) District CIP 33100 Fund Balance (129,207)	Budget Adjustment: NO
	For Fiscal Year: 2015/16

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *[Signature]*  
 Alex Gann

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: None  
 Date: December 15, 2015  
 xc: Parks

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 COUNTY

- A-30
- Positions Added
- 4/5 Vote
- Change Order

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Accept the Low Bid and Award the Contract for the Construction Improvements To The Boat Launch And Related Facilities At Mayflower Park, Blythe, California; District 4: [CA State Parks Division of Boating and Waterways Grant \$ 539,801; District CIP Fund 33100 \$129,207]

**DATE: December 3, 2015**

**PAGE: 2 of 3**

**BACKGROUND:**

**Summary (continued)**

On August 18, 2015, by Minute Order 13-1C, the Board of Supervisors authorized the Clerk of the Board to advertise for bids for Construction Improvements to the Boat Launch and Related Facilities at Mayflower Park, Blythe, California. The project, when complete, will improve the existing boat launch by adding 30 feet of concrete mesh to extend the boat ramp, as well as a boarding float dock system, walkways, water quality devices, and parking area improvements. An Additive Alternate was also included in the bid request to include the site preparation for a future prefabricated restroom/shower building (to be purchased under a separate contract). The project was advertised in the Palo Verde Valley Times and The Desert Sun newspapers as well as the ACR Reprographics "Plan Well Room." One addendum was issued to answer questions posed by potential bidders in accordance with District standard procedures.

The bid opening was September 30, 2015. Three potential local (Blythe area) contractors attended the mandatory project "pre-bid meeting." One contractor, AZCA Drilling and Pump Inc., submitted a bid in the amount of \$669,007.50 for the Base Bid and Additive Alternate. The Parks Department has reviewed the bid and recommends that the Board waive any minor irregularities and award the Construction Contract.

The contractor is qualified to perform the work as outlined in the bid, has executed the Contract and has provided bonds and insurance documents which meet the requirements of the Contract.

County Counsel has reviewed the Construction Contract with exhibits and approved as to form.

**Impact on Citizens and Businesses**

Currently, the boat ramp requires regular maintenance to maintain safety and function and must be closed regularly due to low water levels. This project will provide an improved and extended ramp, including floating docks to assist visitors in loading and unloading their vessels in the lower region of the Colorado River, Blythe, California and thus provide a safer and more consistent use area for park guests.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

On 6/19/2012, by Minute Order 13.1, the County of Riverside, on behalf of its Parks Department, accepted a grant from CA State Parks Division of Boating and Waterways for \$620,000 for design, engineering, and construction of a boat launch and related facilities. Of the originally awarded \$620,000, \$80,199 has been spent for design and engineering, leaving \$539,801 for construction. The actual cost of construction as per this contract will exceed the remaining available grant balance by \$129,207, which includes the cost of \$18,427 for the Additive Alternate portion of the project bid.

Initially the District budgeted to expend \$25,000 from District CIP Fund 33100 fund balance reserved for CIP to cover construction costs above the balance of available grant funds. The additional \$104,207 needed will also be covered by District CIP Fund 33100, but no budget adjustment is needed due to timing delays on other projects that were initially budgeted to be spent from that same fund.

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**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Accept the Low Bid and Award the Contract for the Construction Improvements To The Boat Launch And Related Facilities At Mayflower Park, Blythe, California; District 4: [CA State Parks Division of Boating and Waterways Grant \$ 539,801; District CIP Fund 33100 \$129,207]

**DATE: December 3, 2015**

**PAGE: 3 of 3**

**CEQA Compliance**

On August 18, 2015, by Minute Order 13-1C, the Board of Supervisors adopted a Negative Declaration for this project. Nothing further is required because the award of this contract is within the scope of what was analyzed in the previously adopted Negative Declaration by this Board.

**Contract History and Price Reasonableness**

The construction award is for a total dollar amount of six hundred sixty-nine thousand seven dollars and 50/100 cents (\$669,007.50), including a five percent project contingency. The engineer's estimate for the proposed work was six hundred forty-five thousand dollars. The proposed bid exceeded the engineer's estimate by four percent. The Parks Department believes this cost to be within industry standard and is an acceptable cost for the proposed work.

**Attachments:**

Construction Contract and Exhibits

**CONSTRUCTION CONTRACT**

This Construction Contract is entered into at Riverside, California on December 15, 2015, and is between the **County of Riverside on behalf of its Parks Department**, a political subdivision of the State of California, thereafter called "**COUNTY**" and **AZCA Drilling and Pump, a Corporation**, hereinafter called "**CONTRACTOR**".

1. CONTRACTOR has submitted to COUNTY its bid for the **Construction Improvements To The Boat Launch And Related Facilities At Mayflower Park Blythe California**" hereafter called "Project," and all appurtenant work in strict accordance with the Contract Documents identified below and COUNTY has accepted said bid.

2. CONTRACTOR has re-examined and carefully studied its bid and found it to be correct; ascertained that its subcontractors are properly licensed and possess the requisite skill and forces and will enter into agreements containing contractual terms identical to those of this Agreement; examined the site and fully understands all of the Contract Documents; and can do the work in accordance with the Contract Documents for the price set forth in its bid.

3. Contract Documents: The entire contract consists of the following:

- a. This Construction Contract;
- b. The Notice Inviting Bids for the Request for Bids for the Construction Improvements To The Boat Launch And Related Facilities At Mayflower Park Blythe California";
- c. The Instructions to Bidders, Bid Form, Bid Bond, Payment Bond, and Performance Bond for the Construction Improvements To The Boat Launch And Related Facilities At Mayflower Park Blythe California";
- d. All applicable County, State and Federal requirements for the project;
- e. The General Provisions; Special Provisions (Technical Specifications); plans and drawings; and any addenda issued for the project;
- f. Any change orders issued for the project;
- g. Any additional or supplemental specifications or drawings issued for the project; and
- h. Meeting minutes and any other documents contained in the Project Manual.

The above listed documents are by this reference incorporated herein with like effect as if here set forth in full. Upon the proper issuance of other documents they shall likewise be deemed incorporated.

4. The Work: CONTRACTOR shall do all things necessary to accomplish the work described in the Contract Documents and shall commence after receipt of the Notices to Proceed at the time and date specified by the COUNTY.

5. Compensation: CONTRACTOR shall be paid the following total amount in the manner set forth in the Contract Documents:

**\$ 669,007.50**

(In Figures)

**-----Six Hundred Sixty-Nine Thousand Seven Dollars and 00/100-----**

(In Words)

**A. BASE BID**

Provide base bid scope in accordance with the Contract Documents for the Project for the lump sum price indicated below:

<b>BASE BID BOAT LAUNCH, BOARDING DOCK, WALKWAYS PARKING AND QUATILITY IMPROVEMENTS</b>						
Item No.	Bid Item	Unit	Qty	Unit Price	Sub-total	
1	<b>Mobilization and Earthwork/Grading:</b> Construction mobilization and office. Site demolition and removal of materials.  Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A	81,650.00	81,650.00	
		Lump Sum		\$ 81,650.00	\$ <b>81,650.00</b>	
<b>Eighty-One Thousand Six Hundred Fifty Dollars and 00/100</b> -----						(In Figures)
(In Words)						
2	<b>Grading and Project Layout</b> Rough and finish grade for the development of all base bid features shown as part of the base bid. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A	30,000.00	30,000.00	
		Lump Sum		\$ 30,000.00	\$ <b>30,000.00</b>	
<b>Thirty Thousand Dollars and 00/100</b> -----						(In Figures)
(In Words)						
3	<b>Boat Launch Expansion:</b> The placement of geo-tech fabric, slope stabilization rock, installation of a concrete mat launch extension, concrete walkways and associated improvements. Installation of the launch signage as shown and described in the plans and specifications. Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.	LS	N/A	169,050.00	169,050.00	
		Lump Sum		\$ 169,050.00	\$ <b>169,050.00</b>	
<b>One Hundred Sixty-Nine Thousand Fifty Dollars and 00/100</b> -----						(In Figures)
(In Words)						
4	<b>Pile and Boarding Float Installation</b> The installation of the necessary piles and boarding floats as adjustable dock as shown and specified on the plans and specifications. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.	LS	N/A	264,500.00	264,500.00	
		Lump Sum		\$ 264,500.00	\$ <b>264,500.00</b>	
<b>Two Hundred Sixty-Four Thousand Five Hundred Dollars and 00/100</b> -----						(In Figures)
(In Words)						

5	<b>Water quality Control Device:</b> The installation of the specified water quality inlet basin and filter piping and trench drain as shown and described in the plans and specification. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals	LS	N/A		30,000.00		30,000.00
		Lump Sum		\$	30,000.00	\$	<b>30,000.00</b>
<b>Thirty Thousand Dollars and 00/100</b> -----							(In Figures)
(In Words)							
6	<b>Parking Improvements:</b> Parking improvements as shown and described on the plans. Including but not limited to: base preparation, compacting and patching the abandon parking islands. Sealcoating and striping and signage of the coated surface as per the plans and specification and Green Book Standards for Public Works Construction. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals	LS	N/A		44,400.00		44,400.00
		Lump Sum		\$	44,400.00	\$	<b>44,400.00</b>
<b>Forty-Four Thousand Four Hundred Dollars and 00/100</b> -----							(In Figures)
(In Words)							
<b>SUB-TOTAL OF ITEMS 1 THROUGH 6:</b>							<b>\$619,600.00</b>
<b>Six Hundred Nineteen Thousand Six Hundred Dollars and 00/100</b> -----							(In Figures)
(In Words)							
<b>5% CONTINGENCY:</b>							<b>\$30,980.00</b>
<b>Thirty Thousand Hundred Eighty Dollars and 00/100</b> -----							(In Figures)
(In Words)							
<b>TOTAL BASE BID Price (INCLUDING CONTINGENCY):</b>							<b>\$650,580.00</b>
<b>Six Hundred Fifty Thousand Five Hundred Eighty Dollars and 00/100</b> -----							(In Figures)
(In Words)							

Is a sheet attached and a part of this Bid Form? Yes \_\_\_\_\_ No XX

**B. ADDITIVE ALTERNATES**

**1. Additive Alternate No. 1:**

Prefabricated Restroom Building Pad and Utility Development:

The Contractor shall prepare a building pad to receive a prefabricated restroom building (By Others) in accordance with the Contract Documents for the project for the pricing and number listed below:

<b>ADDITIVE ALTERNATE #1: Restroom Pad Preparation</b>						
Item No.	Bid Item	Unit	Qty	Unit Price		Sub-total
7	<p><b>Earthwork Grading:</b>                      Rough and finish level grade for development of a subgrade pad area for the restroom building                      Pad compaction to achieve 90%</p> <p>Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.</p> <p>In compliance with the current "GreenBook" Specifications for Public Works Construction and Building Codes adopted by Riverside County.</p>	CY	88	60.00		5,280.00
		Lump Sum		\$	\$	<b>5,280.00</b>
<b>Five Thousand Two Hundred Eighty Dollars and 00/100</b>						(In Figures)
(In Words)						
8	<p><b>Class 2 Base Material</b>                      Placement spreading, leveling, watering and rolling of 2- 2" lifts of Class 2 base. Per the special provisions.                      Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.</p> <p>In compliance with the current "GreenBook" Specifications for Public Works Construction and Building Codes adopted by Riverside County.</p>	CY	30	120.00		3,600.00
		Lump Sum		\$	\$	<b>3,600.00</b>
<b>Three Thousand Six Hundred Dollars and 00/100</b>						(In Figures)
(In Words)						
9	<p><b>Coarse Building Sand:</b>                      For the placement leveling, watering and rolling of coarse sand to a thickness of not less than 4" per the special provisions.                      Price shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals.</p> <p>In compliance with the current "GreenBook" Specifications for Public Works Construction and Building Codes</p>	CY	20	60.00		1,200.00

CONSTRUCTION IMPROVEMENTS TO THE BOAT LAUNCH AND RELATED FACILITIES AT MAYFLOWER PARK  
 COUNTY OF RIVERSIDE PARKS DEPARTMENT

	adopted by Riverside County.						
		Lump Sum		\$		\$	<b>1,200.00</b>
<b>One Thousand Two Hundred Dollars and 00/100</b>							(In Figures)
(In Words)							
10	<b>Electrical Conduit and Wiring:</b> For the installation of 4" conduit to include trenching, backfill, compaction, boring, concrete pull boxes and pull rope as specified the Special Provisions and the drawings and in compliance with current electrical code adopted by Riverside County. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals.	LF	90		24.00		2,160.00
		Lump Sum		\$		\$	<b>2,160.00</b>
<b>Two Thousand One Hundred Dollars and 00/100</b>							(In Figures)
(In Words)							
11	<b>Water Line and Connection:</b> For the installation of 2" PVC Schedule 40 water line include trenching, backfill, compaction, boring, concrete pull boxes specified in the Special Provisions and the drawings and in compliance with the current plumbing code adopted by Riverside County. Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals	LF	80		12.00		960.00
		Lump Sum		\$		\$	<b>960.00</b>
<b>Nine Hundred Sixty Dollars and 00/100</b>							(In Figures)
(In Words)							
12	<b>Sewerage Line and Connection:</b> For the installation of 6" ABS Schedule 80 sewer line to include trenching, backfill, compaction, and clean outs specified the Special Provisions and the drawings and in compliance with current plumbing code adopted by Riverside County.  Price shall include full compensation for furnishing all labor, material, tools, equipment and incidentals	LF	145		30.00		4,350.00
		Lump Sum		\$		\$	<b>4,350.00</b>
<b>Four Thousand Three Hundred Fifty Dollars and 00/100</b>							(In Figures)
(In Words)							
<b>SUB-TOTAL OF ITEMS 7 THROUGH 12:</b>							<b>17,550.00</b>



CONSTRUCTION IMPROVEMENTS TO THE BOAT LAUNCH AND RELATED FACILITIES AT MAYFLOWER PARK  
 COUNTY OF RIVERSIDE PARKS DEPARTMENT

<b>Seventeen Thousand Five Hundred Fifty Dollars and 00/100</b> -----	(In Figures)
(In Words)	
<b>5% CONTINGENCY:</b>	<b>877.50</b>
<b>Eight Hundred Seventy-Seven Dollars and 50/100</b> -----	(In Figures)
(In Words)	
<b>TOTAL ADDITIVE ALTERNATE #1 (INCLUDING CONTINGENCY):</b>	<b>18,427.50</b>
<b>Eighteen Thousand Four Hundred Twenty-Seven Dollars and 50/100</b> -----	(In Figures)
(In Words)	

<b>GRAND TOTAL</b>	
<b>BID ITEM</b>	<b>COST</b>
<b>Base Bid:</b>	<b>\$ 650,580.00</b>
<b>Additive Alternate #1</b>	<b>\$ 18,427.50</b>
<b>GRAND TOTAL OF BASE BID AND ALL ADDITIVE ALTERNATES:</b>	<b>\$ 669,007.50</b>
	(In Figures)
<b>Six Hundred Sixty-Nine Thousand Seven Dollars and 50/100</b> -----	
(In Words)	

**NOTE:** Lowest responsive/responsible bidder will be based on the Total Bid amount. Once lowest responsive/responsible bidder is determined and approved, COUNTY will determine which, if any, additive alternate will be accepted and included in the Agreement.

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The parties have executed this agreement as of the date set forth on Page 1 of this Construction Contract.

**CONTRACTOR:**

COMPANY NAME: **AZCA Drilling and Pump Incorporated**  
**540078 Parker Poston Road Suite 104**  
**Ehrenberg, AZ 85334**

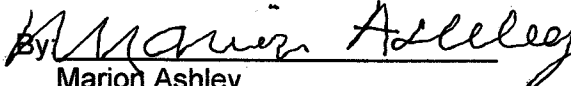
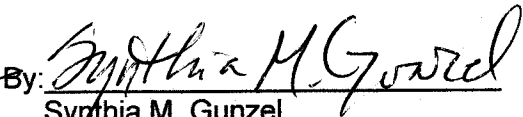
BY:   
NAME: **Larry J. Siddall**  
TITLE: **President**

**OWNER:**

**COUNTY OF RIVERSIDE,**  
**ON BEHALF OF ITS**  
**PARKS DEPARTMENT**

**APPROVED AS TO FORM:**

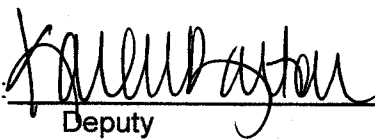
**Gregory P. Priamos**  
**County Counsel**

By:    
Marion Ashley  
Chairman  
Board of Supervisors  
Cynthia M. Gunzel  
Deputy County Counsel

DATE: DEC 15 2015

DATE: 12-8-15

**ATTEST:**  
**CLERK OF THE BOARD**  
**KECIA HARPER-IHEM**

By:   
Deputy

CONTRACT DOCUMENTS

CONSTRUCTION IMPROVEMENTS TO THE BOAT LAUNCH AND RELATED FACILITIES AT MAYFLOWER PARK  
COUNTY OF RIVERSIDE PARKS DEPARTMENT

**PERFORMANCE BOND**

The makers of this bond, AZCA Drilling and Pump Incorporated, as Principal and CONTRACTOR, and SureTec Insurance Company, a corporation authorized to issue surety bonds in California, as Surety, are held and firmly bound unto the **County of Riverside, on behalf of its Parks Department**, hereafter called "COUNTY", and the **State of California Department of Parks and Recreation, Division of Boating and Waterways** hereafter called "STATE PARKS" in the sum of \$669,007.50 (100% estimated total contract price) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

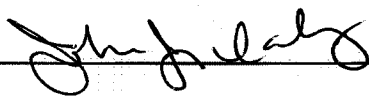
The condition of this obligation is such that the Principal entered into a certain contract with COUNTY dated on or around November 17, 2015, for the public work generally consisting of the **Construction Improvements to the Boat Launch and Related Facilities at Mayflower Park, Blythe, California** in accordance with the Contract Documents.


Now therefore, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof that may be granted by County, with or without notice to the surety, and during the life of any guarantee required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms of conditions and agreements of any and all duly authorized modifications of said contract that may hereafter be made to void this obligation, otherwise to remain in full force and effect. Without notice, Surety consents to extension of time for performance, change in requirements, and change in compensation or prepayment under said contract.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments

**SURETY**  
SureTec Insurance Company

**CONTRACTOR**  
AZCA Drilling & Pump, Inc.

BY:   
NAME: John J. Daley  
TITLE: Attorney-in-Fact  
DATE: November 24, 2015

BY:   
NAME: Larry J. Siddall  
TITLE: President  
DATE: November 25, 2015

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

On November 24, 2015 before me, L. Byas-Barnett, Notary Public  
Date Here Insert Name and Title of the Officer

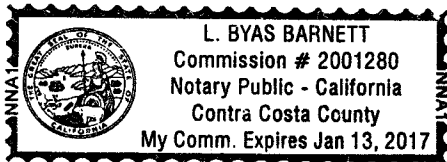
personally appeared John J. Daley  
Name(s) or Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature   
Signature of Notary Public



Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

#### Description of Attached Document

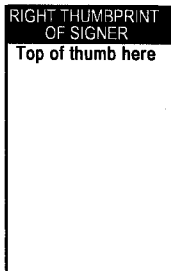
Title or Type of Document Bond Number: 4395653

Document Date: November 24, 2015 Number of Pages: One(01)

Signer(s) Other Than Named Above! N/A

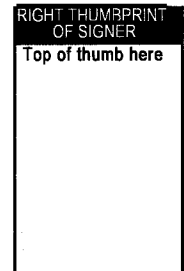
#### Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley  
 Individual  
 Corporate Officer —Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
SureTec Insurance Company

Signer's Name: Larry J. Siddall  
 Individual  
 Corporate Officer —Title(s): President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
AZCA Drilling & Pump

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin, L. B. Barnett

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

*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 for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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 effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and 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. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2013

SURETEC INSURANCE COMPANY

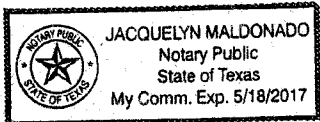
By:   
John Knox Jr., President

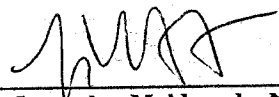


State of Texas  
County of Harris

ss:

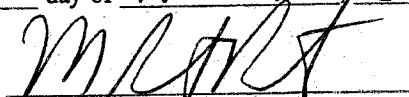
On this 13th day of December, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24th day of November, 2015, A.D.

  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 912-0800 any business day between 8:00 am and 5:00 pm CST.

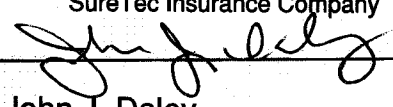
CONTRACT DOCUMENTS

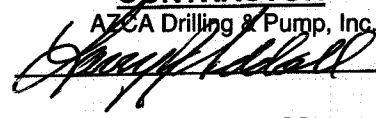
CONSTRUCTION IMPROVEMENTS TO THE BOAT LAUNCH AND RELATED FACILITIES AT MAYFLOWER PARK  
COUNTY OF RIVERSIDE PARKS DEPARTMENT

**PAYMENT BOND**

The makers of this bond are AZCA Drilling and Pump Incorporated, as Principal and CONTRACTOR, and SureTec Insurance Company, a corporation authorized to issue surety bonds in California, as Surety. This bond is issued in conjunction with that certain public works contract dated on or around November 17, 2015, between Principal and the **County of Riverside, on behalf of its Parks Department**, hereafter called "COUNTY", and the **State of California Department of Parks and Recreation, Division of Boating and Waterways** hereafter called "STATE PARKS" for the total amount payable pursuant to the contract. THE AMOUNT OF THIS BOND IS ONE HUNDRED PERCENT (100%) OF THE TOTAL SUM OF THE CONTRACT. The contract is for the public work generally consisting of the **consisting of the Construction Improvements to the Boat Launch and Related Facilities at Mayflower Park, Blythe, California**. The beneficiaries of this bond are as stated in Section 3248 of the Civil Code and the requirements and conditions of this bond are as set forth in Section 3248, 3249, 3250 and 3252 of said Code. Without notice, Surety consents to extension of time for performance, change in requirements or amount of compensation, or prepayment under said contract.

**SIGNATURES MUST BE NOTARIZED** - Attach Acknowledgments

**SURETY**  
SureTec Insurance Company  
BY:   
NAME: John J. Daley  
TITLE: Attorney-in-Fact  
DATE: November 24, 2015

**CONTRACTOR**  
AZCA Drilling & Pump, Inc.  
BY:   
NAME: Larry J. Siddall  
TITLE: President  
DATE: November 25, 2015

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Contra Costa

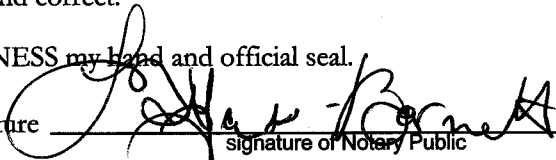
On November 24, 2015 before me, L. Byas-Barnett, Notary Public  
Date Here Insert Name and Title of the Officer

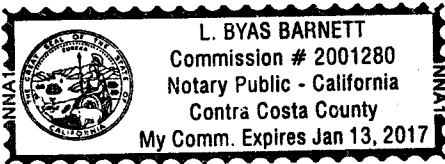
personally appeared John J. Daley  
Name(s) or Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature   
signature of Notary Public



Place Notary Seal Above

### OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document*

#### Description of Attached Document

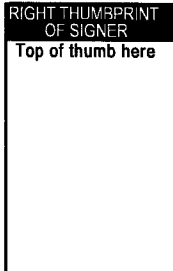
Title or Type of Document Bond Number: 4395653

Document Date: November 24, 2015 Number of Pages: One(01)

Signer(s) Other Than Named Above! N/A

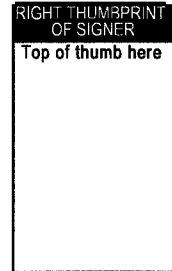
#### Capacity(ies) Claimed by Signer(s)

Signer's Name: John J. Daley  
 Individual  
 Corporate Officer —Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
SureTec Insurance Company

Signer's Name: Larry J. Siddall  
 Individual  
 Corporate Officer —Title(s): President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_  
AZCA DRILLING & PUMP

# SureTec Insurance Company

## LIMITED POWER OF ATTORNEY

**Know All Men by These Presents**, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

John J. Daley, Kenneth J. Goodwin, L. B. Barnett

its true and lawful Attorney-in-fact, 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 waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars (\$5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2015 and is made under and by authority of the following resolutions of the Board of Directors of the Sure Tec Insurance Company:

*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 for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings 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 effected by the Corporate Secretary.

*Be it Resolved*, that the signature of any authorized officer and 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. (Adopted at a meeting held on 20<sup>th</sup> of April, 1999.)

**In Witness Whereof**, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 13th day of December, A.D. 2013

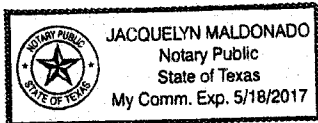
SURETEC INSURANCE COMPANY

By: [Signature]  
John Knox Jr., President



State of Texas                      ss:  
County of Harris

On this 13th day of December, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.



[Signature]  
Jacquelyn Maldonado, Notary Public  
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 24<sup>th</sup> day of November, 2015, A.D.

[Signature]  
M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.  
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/8/2015

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 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).

<b>PRODUCER</b> Farmer Woods Group 919 North 1st Street  Phoenix AZ 85004	<b>CONTACT NAME:</b> Cindy Herrera <b>PHONE (A/C No, Ext):</b> (602) 264-0566 <b>FAX (A/C, No):</b> (602) 277-4706 <b>E-MAIL ADDRESS:</b> cindy-herrera@leavitt.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> AZCA Drilling & Pump, Inc PO Box 570  Ehrenberg AZ 85334	<b>INSURER A:</b> Employers Mutual Casualty Co	<b>NAIC #</b> 21415
	<b>INSURER B:</b> Argonaut Insurance Company	<b>NAIC #</b> A19801
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 15/16 as of 12/7/15

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5D39953	12/7/2015	08/19/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			5E39953	12/7/2015	08/19/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5J39953	12/7/2015	08/19/2016	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC927938363444	8/19/2015	8/19/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: Mayflower Park Boat Launch & Related Facilities Improvements  
 Riverside County Parks Department,, its agents, the County of Riverside ,its agents and the State of California Department of Parks and Recreation, Division of Boating and Waterways, its agent as Additional Insurance as required in a written contract per form CG7578 11/14 attached.

**CERTIFICATE HOLDER****CANCELLATION**

Riverside County Parks Department 4600 Crestmore Rd Jurupa Valley, CA 92509	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 Cindy Herrera/CINH <i>Cynthia A Herrera</i>
---	--

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY ELITE EXTENSION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

The COMMERCIAL GENERAL LIABILITY COVERAGE FORM is amended to include the following clarifications and extensions of coverage. The provisions of the Coverage Form apply unless modified by endorsement.

**A. EXPECTED OR INTENDED INJURY**

**Section I – Coverage A, Exclusion a.** is amended as follows:

- a. "Bodily injury" or "property damage" expected or intended from the standpoint of an insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

**B. NON-OWNED WATERCRAFT**

**Section I – Coverage A, Exclusion g.(2)** is amended as follows:

- (2) A watercraft you do not own that is:
  - (a) Less than 60 feet long; and
  - (b) Not being used to carry person(s) or property for a charge;

**C. EXTENDED PROPERTY DAMAGE COVERAGE**

**Section I – Coverage A, Exclusions j.(3) and (4)** is amended to add the following:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

SCHEDULE	
Limits Of Insurance	Deductible
\$5,000 Each Occurrence	\$250 Per Claim
\$10,000 Annual Aggregate	

- a. The each occurrence limit listed above is the most we will pay for all damages because of "property damage" to property in the care, custody and control of or property loaned to an insured as the result of any one "occurrence", regardless of the number of:

- (1) insureds;
- (2) claims made or "suits" brought;
- (3) persons or organizations making claims or bringing "suits".

The aggregate limit listed above is the most we will pay for all damages because of "property damage" to property in the care custody and control of or property loaned to an insured during the policy period.

Any payment we make for damages because of "property damage" to property in the care, custody and control of or property loaned to an insured will apply against the General Aggregate Limit shown in the declarations.

- b. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of the deductible amount listed above. We may pay any part or all of the deductible amount listed above. We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and upon notification by us, you will promptly reimburse us for that part of the deductible we paid.
- c. If two or more coverages apply under one "occurrence", only the highest per claim deductible applicable to these coverages will apply.
- d. Insurance provided by this provision is excess over any other insurance, whether primary, excess, contingent or any other basis. Since insurance provided by this endorsement is excess, we will have no duty to defend any claim or "suit" to which insurance provided by this endorsement applies if any other insurer has a duty to defend such a claim or "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

**D. PROPERTY DAMAGE – ELEVATORS**

**Section I – Coverage A.2. Exclusions** paragraphs j.(3), j.(4), j.(6) and k. do not apply to use of elevators. This insurance afforded by this provision is excess over any valid and collectible property insurance (including any deductible) available to the insured and **Section IV – Commercial General Liability Conditions** paragraph 4. **Other Insurance** is changed accordingly.

## E. FIRE, LIGHTNING OR EXPLOSION DAMAGE

Except where it is used in the term "hostile fire", the word fire includes fire, lightning or explosion wherever it appears in the Coverage Form.

Under **Section I – Coverage A**, the last paragraph (after the exclusions) is replaced with the following:

Exclusions c. through n. do not apply to damage by fire, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **Section III – Limits of Insurance**.

## F. MEDICAL PAYMENTS

If **Section I – Coverage C. Medical Payments Coverage** is not otherwise excluded from this Coverage Form:

The requirement, in the Insuring Agreement of Coverage C., that expenses must be incurred and reported to us within one year of the accident date is changed to three years.

## G. SUPPLEMENTARY PAYMENTS

**Supplementary Payments – Coverages A and B** paragraphs 1.b. and 1.d. are replaced by the following:

1.b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

1.d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

## H. SUBSIDIARIES AS INSURED

**Section II – Who Is An Insured** is amended to add the following:

1.f. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of this policy. However, insured does not include any subsidiary that is an insured under any other general liability policy, or would have been an insured under such a policy but for termination of that policy or the exhaustion of that policy's limits of liability.

## I. BLANKET ADDITIONAL INSURED – AS REQUIRED BY CONTRACT

1. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) subject to provisions in Paragraph 2. below, (hereinafter referred to as additional insured) when you and such person(s) or organization(s) have agreed in a written contract or written agreement that such person(s) or organization(s) be added as an additional insured on your policy provided that the written contract or agreement is:

- a. Currently in effect or becomes effective during the policy period; and
- b. Executed prior to an "occurrence" or offense to which this insurance would apply.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured; and
- c. Applies only if the person or organization is not specifically named as an additional insured under any other provision of, or endorsement added to, **Section II – Who Is An Insured** of this policy.

2. As provided herein, the insurance coverage provided to such additional insureds is limited to:

- a. Any Controlling Interest, but only with respect to their liability arising out of their financial control of you; or premises they own, maintain, or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- b. 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 acts or omissions or the acts or omissions of those acting on your behalf:

- (1) In connection with your premises; or
- (2) In the performance of your ongoing operations.

With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings 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 the failure to render any professional services by or for you.

c. Any manager or lessor of a premises leased to you, but only with respect to liability arising out of the ownership, maintenance or use of that part of a premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.
- d. Any state or governmental agency or subdivision or political subdivision, subject to the following:

(1) This insurance applies only with respect to the following hazards for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (a) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (b) The construction, erection or removal of elevators; or
- (c) The ownership, maintenance or use of any elevators covered by this insurance.

(2) This insurance applies only with respect to operations performed by you or on your behalf for which any state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

This insurance does not apply to:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

e. Any vendor, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

With respect to the insurance afforded to these vendors, the following additional exclusions apply:

(1) The insurance afforded any vendor does not apply to:

(a) "Bodily injury" or "property damage" for which any vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that any vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by any vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at any vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for any vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of any vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or
- (ii) Such inspections, adjustments, tests or servicing as any vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

- f. Any Mortgagee, Assignee Or Receiver, but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- g. Any Owners Or Other Interests From Whom Land Has Been Leased, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land leased to you.

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

(1) This insurance does not apply to:

- (a) Any "occurrence" which takes place after you cease to lease that land;
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- h. Any person or organization 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).

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

- i. Any Owners, Lessees, or Contractors for whom you are performing operations, 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.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the 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 the failure to render any professional architectural, engineering or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) 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
- (b) 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.

- j. Any Grantor of Licenses to you, but only with respect to their liability as grantor of licenses to you.

Their status as additional insured under this endorsement ends when:

1. The license granted to you by such person(s) or organization(s) expires; or
  2. Your license is terminated or revoked by such person(s) or organization(s) prior to expiration of the license as stipulated by the contract or agreement.
- k. Any Grantor of Franchise, but only with respect to their liability as grantor of a franchise to you.
- l. Any Co-owner of Insured Premises, but only with respect to their liability as co-owner of any insured premises.
- m. Any Concessionaires Trading Under Your Name, but only with respect to their liability as a concessionaire trading under your name.
3. Any insurance provided to any additional insured does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the sole negligence or willful misconduct of the additional insured or its agents, "employees" or any other representative of the additional insured.
4. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits of Insurance**:

If coverage provided to any 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:

- a. Required by the contract or agreement; or
- b. 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.

**J. COVERAGE FOR INJURY TO CO-EMPLOYEES AND/OR YOUR OTHER VOLUNTEER WORKERS**

**Section II – Who is an Insured**, paragraph 2.a. (1) is amended to add the following:

- e. Paragraphs (a), (b), and (c) do not apply to your "employees" or "volunteer workers" with respect to "bodily injury" to a co-"employee" or other "volunteer worker".

Damages owed to an injured co-"employee" or "volunteer worker" will be reduced by any

amount paid or available to the injured co-"employee" or "volunteer worker" under any other valid and collectible insurance.

**K. HEALTH CARE SERVICE PROFESSIONALS AS INSURED - INCIDENTAL MALPRACTICE**

**Section II – Who is an Insured**, paragraph 2.a. (1) (d) is amended as follows:

This provision does not apply to Nurses, Emergency Medical Technicians, or Paramedics who provide professional health care services on your behalf.

However this exception does not apply if you are in the business or occupation of providing any such professional services.

**L. NEWLY FORMED OR ACQUIRED ORGANIZATIONS**

**Section II – Who Is An Insured**, paragraph 3.a. is replaced by the following:

3.a. Coverage under this provision is afforded until the end of the policy period.

This provision does not apply if newly formed or acquired organizations coverage is excluded either by the provisions of the Coverage Form or by endorsements.

**M. DAMAGE TO PREMISES RENTED TO YOU**

**Section III – Limits of Insurance**, paragraph 6. is replaced by the following:

Subject to 5.a. above, the Damage To Premises Rented To You Limit, or \$500,000, whichever is higher, is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, smoke or leakage from automatic protection systems, while rented to you or temporarily occupied by you with permission of the owner.

**N. MEDICAL PAYMENTS – INCREASED LIMITS**

**Section III – Limits of Insurance**, paragraph 7. is replaced by the following:

7. Subject to paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

(a) \$10,000; or

(b) The amount shown on the Declarations of this Coverage Part for Medical Expense Limit.

**O. DUTIES IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT**

**Section IV – Commercial General Liability Conditions** paragraph 2. is amended to add the following:

- e. The requirement in Condition 2.a. that you must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim, applies only when the "occurrence" or offense is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

f. The requirement in Condition 2.b. that you must see to it that we receive notice of a claim or "suit" as soon as practicable will not be considered breached unless the breach occurs after such claim or "suit" is known to:

- (1) You, if you are an individual or a limited liability company;
- (2) A partner, if you are a partnership;
- (3) A member or manager, if you are a limited liability company;
- (4) An "executive officer" or insurance manager, if you are a corporation; or
- (5) A trustee, if you are a trust.

**P. PRIMARY AND NONCONTRIBUTORY - ADDITIONAL INSURED EXTENSION**

**Section IV - Commercial General Liability Conditions** paragraph 4. **Other Insurance** is amended to add the following:

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. However, if the additional insured has been added as an additional insured on other policies, whether primary, excess, contingent or on any other basis, this insurance is excess over any other insurance regardless of the written agreement between you and an additional insured.

**Q. UNINTENTIONAL FAILURE TO DISCLOSE EXPOSURES**

**Section IV - Commercial General Liability Conditions** paragraph 6. **Representations** is amended to add the following:

If you unintentionally fail to disclose any exposures existing at the inception date of your policy, we will not deny coverage under the Coverage Form solely because of such failure to disclose. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

This provision does not apply to any known injury or damage which is excluded under any other provision of this policy.

**R. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Section IV - Commercial General Liability Condition** paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

If required by a written contract executed prior to loss, 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".

**S. MENTAL ANGUISH**

**Section V - Definition 3.** is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish or death resulting from bodily injury, sickness or disease.

**T. LIBERALIZATION**

If we revise this endorsement to provide greater coverage without additional premium charge, we will automatically provide the additional coverage to all endorsement holders as of the day the revision is effective in your state.