

**SUBMITTAL TO THE FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 11.3
(ID # 13439)

MEETING DATE:

Tuesday, September 22, 2020

FROM: FLOOD CONTROL DISTRICT:

SUBJECT: FLOOD CONTROL DISTRICT: Approval of the Use of the OMNIA Partners' Cooperative Purchasing Agreement with Garland/DBS, Inc. Master Contract PW1295 for Roof Replacement and Repair on Three (3) District Buildings, Approval of Contract for Job #25-CA-191241 with Garland/DBS, Inc., CEQA Exempt, All Districts. [\$1,085,000 Total Cost - District Funds 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that approval of the Contract for Job #25-CA-191241 is exempt from the California Environmental Quality Act ("CEQA") as it has been determined to meet the criteria set forth in Sections 15301 and 15061(b)(3) of the State CEQA Guidelines;
2. Approve the Riverside County Flood Control and Water Conservation District's ("District") participation in the OMNIA Partners Public Sector ("OMNIA Partners") Cooperative Purchasing Program and use of the OMNIA Partners' cooperative purchasing agreement ("Agreement") with Garland/DBS, Inc. Master Contract PW1295 for roof replacement and repair on three (3) District buildings, and accept the low bid for \$1,084,415 on the above-referenced project;
3. Approve the Contract for Job #25-CA-191241 ("Contract") with Garland/DBS Inc. in the amount of \$1,084,415, and authorize the Chairwoman of the Board of Supervisors for the District to execute the Agreement on behalf of the District;
4. Authorize the General Manager-Chief Engineer of the District to have the delegated authority to execute change orders to the contract as approved as to form by County Counsel, accordance with the terms of the Contract, Resolution No. F93-28 and applicable law; and
5. Direct the Clerk of the Board to return one (1) copy of the executed Contract to the District.


ACTION: Policy


Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 9/10/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: September 22, 2020
xc: Flood

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$1,085,000	\$0	\$1,085,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS:			Budget Adjustment: No	
522310-15100-947200 – Maintenance-Buildings and Improvements			For Fiscal Year: 20/21	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The roofs of Buildings 1, 1A and 3 on the District Campus need extensive repair work. Buildings 1 and 1A have suffered from continuous leaks over the last few years, causing damage to file rooms, work cubicles, ceiling tiles and various other areas. Patches and minor repairs have been utilized to try to fix the leaks; however, those options are no longer working. The roofs continue to leak during rain events causing ongoing damage. Building 3 also suffers a large number of leaks, and during the last inspection by the Riverside County Fire Marshall, it was deemed hazardous and failed the inspection. A complete roof replacement for Building 3 is required according to the inspection conducted by the Fire Marshall.

OMNIA Partners (formally known as U.S. Communities) offers national cooperative contracts that are competitively solicited, publicly awarded by a government entity, and open to federal, state and local governments for use. The District is registered with OMNIA Partners and has utilized some of its other cooperative contracts to make purchases. These purchases include using the OMNIA Partners agreements with Canon Solutions America, B&H Photo and Grainger.

In coordination with OMNIA Partners, Racine County (a county in Wisconsin) issued an Invitation for Bid (IFB) for Roofing Supplies and Services, Waterproofing, and Related Products and Services in 2019; the IFB included language to make the resultant contract accessible to public agencies in states that allow intergovernmental contract usage. Notice of the solicitation was sent to potential offerors and was advertised nationally. The contract, which was awarded to Garland/DBS Inc., became a national contract open to public agencies for use through OMNIA Partners. The IFB has been determined to meet County standards of open and competitive bidding.

Once the use the national OMNIA Partners cooperative purchasing agreement with Garland/DBS, Inc. was approved, Garland/DBS, Inc. prepared specifications, conducted a Request for Qualifications with a mandatory site walk that involved at least four (4) local roofing contractors, obtained bids, and presented the District with a Roofing Material and Services Proposal that contained the three (3) lowest responsive bids along with a recommendation to award the lowest responsive bidder (Best Contracting Services). Best Contracting Services will be a subcontractor to Garland/DBS, Inc. Garland/DBS, Inc. will serve as the General Contractor and Project Manager for the roofing work.

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The Contract with Garland/DBS Inc. before the Board for approval is based on utilizing the pricing from the OMNIA Partners cooperative agreement Master Contract PW1295 agreement with Garland/DBS Inc., which was awarded through a nationally publicized bid process. Garland/DBS Inc. is providing the same pricing and terms awarded through the OMNIA Partners cooperative agreement Master Contract PW1295 Roofing Supplies and Services, Waterproofing, and Related Products and Services Contract.

Environmental Findings

The District has reviewed the project and has determined that the Contract for Job #25-CA-191241 with Garland/DBS, Inc. is exempt from CEQA pursuant to Sections 15301 and 15061(b)(3) of the CEQA Guidelines. Approval and execution of this contract would allow for roofing repairs to be completed on an existing government facility. Section 15301 exempts maintenance of existing public or private structures or facilities involving negligible or no expansion of existing or former use. The project is consistent with the intent of this exemption because the repairs would be to an existing government structure and would not result in any expansion of the existing use. None of the exceptions to this exemption set forth in Section 15300.2 apply to this activity. The project is also consistent with Section 15061(b)(3), the "Common Sense" exemption, because it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Therefore, nothing further is required to comply with CEQA.

Impact on Residents and Businesses

Impact on local residents and businesses is considered to be minimal. Local businesses could experience minor construction noise during the roof teardowns and replacements.

Additional Fiscal Information

Sufficient funds are available in the District's FY 2020/2021 General Fund budget to cover the cost of the repairs.

Contract History and Price Reasonableness

The contractor and estimated cost for the replacement and repairs are listed below:

<u>Project</u>	<u>Contractor</u>	<u>Cost</u>
Roof Repair & Replacement RCFC &WCD	Garland/DBS, Inc.	\$1,084,415

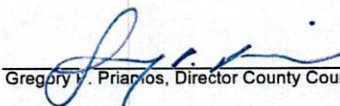
ATTACHMENTS (if any, in this order):

1. Contract for Job #25-CA-191241

MW:RKM:rlp
P8/233498



Jason Farin, Principal Management Analyst 9/16/2020



Gregory V. Priamos, Director County Counsel 9/16/2020

**CONTRACT FOR
JOB # 25-CA-191241**

**BETWEEN RIVERSIDE COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND GARLAND/DBS, INC. FOR THE BUILDING #1, 1A,
AND 3 ROOFING PROJECTS.**

- 1.) This CONTRACT is made at **Riverside County** as of August 13, 2020, ("Effective Date"), by and between the **Riverside County Flood Control and Water Conservation District, a body politic** located at **1995 Market St., Riverside, CA 92501** (hereinafter designated the "CUSTOMER" or "DISTRICT"), and **Garland/DBS, Inc.**, A Delaware Corporation located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Roofing Project** located at **1995 Market St., Riverside, CA 92501**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal # **25-CA-191241** dated **12/16/2019** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **90** days after work commences, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$1,084,415.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must

provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.

- 7.) All the work done under this CONTRACT shall be performed under the oversight of Chief of Operations & Maintenance, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.

- 8.) The CONTRACTOR shall furnish the CUSTOMER with the following:
- A. A performance or contract bond and a labor and material bond, each in the amount of \$1,084,415.00 and each in quadruplicate, on the Forms provided by the CUSTOMER, attached hereto as Exhibit B and made a part hereof. Bonds submitted in any other form will not be accepted.
 - B. The insurance endorsements and certificates in the form and amounts specified in Exhibit C, attached hereto and made a part hereof, evidencing the existence, amounts and coverage of the insurance required to be maintained hereunder

C. The Statement of Licensure, Iran Contracting Act Certification and Workers' Compensation Contractor Certificate attached as Exhibit D and made a part hereof.

- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.
- 10.) The CONTRACTOR shall indemnify and hold harmless the District, County of Riverside, and any municipal corporation or governmental entity in which the work is to be accomplished, together with its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any acts, omissions or services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this CONTRACT, relating to or in any way connected with or arising from the accomplishment of the work, whether or not in furtherance of the work, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this CONTRACT. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the District; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification to Indemnitees as set forth herein. CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has provided to District the appropriate form of dismissal relieving the Indemnitees from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such

interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.
- 15.) The CONTRACTOR shall comply with all applicable requirements of the California Labor Code. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here set forth in full. The parties recognize that said Chapter 1 deals with, among other things, discrimination, penalties and forfeitures, their disposition and enforcement, wages, working hours and securing workers' compensation insurance and directly affect the method of prosecution of the work by CONTRACTOR and subject it under certain conditions to penalties and

forfeitures. Execution of the Agreement by the parties constitutes their agreement to abide by said Chapter 1. If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. CONTRACTOR shall post at each job site during the course of the work a copy of District's "Determination of Prevailing Wage Rates", copies of said Determination are available from District for this purpose and at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.

- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from accumulation of waste materials or rubbish caused by its activities. Upon completion of

the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.

- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Riverside County, California**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

- 1. [Signature]
- 2. [Signature]



GARLAND/DBS, INC.

By: [Signature]
Scott Craft
Printed Name

VP/GM
Title

Tax ID. No. 80-0525452

Date: 8.27.2020

WITNESSES:

- 1. _____
- 2. _____

**RIVERSIDE COUNTY FLOOD
CONTROL AND WATER
CONSERVATION DISTRICT**

By: _____

Date: _____

And

By: _____

Date: _____


This CONTRACT may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party's approval of the terms herein, have signed as of the dates set forth below.

RECOMMENDED FOR APPROVAL:

**RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT**

By 
JASON E. UHLEY
General Manager-Chief Engineer

By 
KAREN SPIEGEL, Chairwoman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

Date 9/10/2020

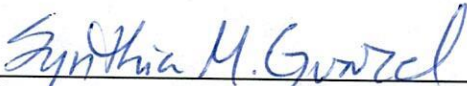
Date SEP 22 2020


APPROVED AS TO FORM:

ATTEST:

GREGORY P. PRIAMOS
County Counsel

KECIA R. HARPER
Clerk of the Board

By 
SYNTHIA M. GUNZEL
Chief Deputy County Counsel

By 
Deputy

(SEAL)



EXHIBIT A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Riverside County
Flood Control and Water Conservation District
Building 1, 1A & 3
1995 Market Street
Riverside, CA 92501

Date Submitted: 12/16/2019
Proposal #: 25-CA-191241
MICPA # PW1925

California General Contractor License #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). The line item pricing breakdown from Attachment C: Bid Form should be viewed as the maximum price an agency will be charged under the agreement. Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Building 1 - Hot Applied 2-Ply Asphalt Roofing

1. Site Location: Building 1: 1995 Market Street Riverside, CA. 92501
2. Building 1 includes the (2) walkways that connect Bldg 1 to Bldg 1A as reviewed at the Job Walk.
3. Test all internal drains for proper drainage before project starts. Clear all clogged drains as needed. Provide Line Item price to clear clogged drains with bid package.
4. All drainage locations with missing or plastic baskets are to be replaced with new metal baskets after water test is completed.
5. All drainage locations with cracked or broken rings are to be replaced with new metal ring.
6. Prepare roof surface for new modified roof system. Properly dispose of old roof material per State regulations.
7. Provide a line item price for replacement of failed substrate with bid package.
8. Install new a roof hatch and skylights.
9. Ensure proper drainage, add or increase cricket size as needed.
10. Mechanically fasten rosin paper and ASTM D4601 Type II Base Sheet per Wind Uplift calculations.
11. Install (1) ply of modified inner ply in hot asphalt.
12. Install modified base flashing in all flashing locations in hot asphalt.
13. Install Modified Cap Sheet with Mineral surface in hot asphalt.

14. Drainage Areas (1) square each drainage section. Install White Star Title 24 Cool Roof Coating at 2 gallons and square and White Spar gravel into wet coating at 200 lbs per sq.
15. Install Pyramic Plus LO at 1.5 gallons a square in a 2 coat process for a total of 3 gallons a square over the entire low slope roof sections excluding drainage areas.
16. Seal the concrete walls above the metal counter flashing up and over the wall with Seal a Pore WB concrete sealer.
17. Seal all cold joints on the inside and outside of the walls down to roof deck height.
18. Install (3) TrafGard Walkway Pads 3'x4'x3/4" at each roof hatch location and (1) at each serviceable roof top equipment.
19. Seal all duct work with White Knight Plus WC and Polyester after caulking all seams.
20. Provide new pressure treated wood sleepers on walk pads to replace existing.
21. Replace all pitch pans with Tuff Flash Plus LO 2 part liquid flashing and polyester.
22. Contractor to pull all required permits if needed, District to cover the cost of the permits.
23. Clean up daily.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.02	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	\$ 2.26	29,500	SF	\$ 66,670
6.02.02	Roof Deck and Insulation Option: WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT INSULATION OPTION: Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	\$ 1.12	29,500	SF	\$ 33,040
12.01.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 3.02	29,500	SF	\$ 89,090
12.06.03	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	\$ 4.60	29,500	SF	\$ 135,700

20.01.03	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	\$ 13.80	2,600	SF	\$ 35,880
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	\$ 6.19	2,600	SF	\$ 16,094
5.03	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply a bright white, water-based, acrylic-urethane hybrid roof coating per Specifications (1.5 Gallons per Square per Coat - 2 Coats Required) - Mineral-Surfaced Modified Roof	\$ 4.22	29,500	SF	\$ 124,490
Sub Total Prior to Multipliers					\$ 500,964
	Prevailing Wage Multiplier - Riverside County, CA Roofer = \$56.99	3.90%	\$ 500,964		\$ 19,538
22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	18	\$ 500,964	%	\$ 90,174
Total After Multipliers					\$ 610,675

Building 1 - Hot Applied 2-Ply Asphalt Roofing:

Total Maximum Price of Line Items under the MICPA: \$ 610,675

Proposal Price Based Upon Market Experience: \$ 591,779

Garland/DBS Price Based Upon Local Market Competition:

Best Contracting Services \$ 591,779
C.I. Services \$ 672,200
R&R Roofing \$ 692,570

Unforeseen Site Conditions:

12" x 12" x 1" Wood Deck Repair \$ 7.98 Each
Decking Replacement \$ 9.12 per Square Foot
10' Wood Blocking - 2" x 6" \$ 22.80 10' Piece

Scope of Work: Building 1A - Coating Restoration

1. Site Location: Building 1: 1995 Market Street Riverside, CA. 92501
2. Test all internal drains for proper drainage before project starts. Clear all clogged drains as needed. Provide Line Item price to clear clogged drains with bid package.
3. All drainage locations with missing or plastic baskets are to be replaced with new metal baskets after water test is completed.
4. Power wash the existing roof system with simple green. Remove all dirt and debris.
5. Prep Work:
 - i. Repair any damaged area as marked by the Garland Rep.:
 - a. Cut, repair, and three course or torch cap sheet on all blisters, mole runs, and splits.
 - b. Repair all fish mouths.
 - c. Remove and replace all moist areas
 - ii. Repair any damaged area as marked by the Garland Rep.:
 - a. Perimeter and Equipment Flashings: Prime the area and extend 9" onto the field. Torch apply ½ sheet of Stressply IV Mineral cap sheet to the wall and terminate with a termination bar set in butyl tape. Install White Knight and 4" polyester over the termination bar.
 - b. Penetrations:
 - Remove all pitch pockets.
 - Mechanically fasten torch base around the exposed area.
 - Install new lead flashings set in mastic and primed. Provide umbrella covers.
 - Torch apply torch cap sheet – Stressply IV Mineral, extending 1' onto the field on all sides. Overlap areas to be primed before torch application with Garla Prime VOC ½ gal per sq.
 - iii. For all conduit, replace all wood blocks with new rubber block supports.
 - iv. Seal penetrations with White Knight and Polyester.
6. Install new roof hatch with HPR Torch Base and StressPly IV Min Torch Cap.
7. Clean and seal the existing skylight with Tuff Stuff caulking.
8. Apply Energizer LO at 1 gal per sq. Allow the material to cure for 16 days.
9. Apply urethane, Title 24 white coating -- White Knight Plus WC -- at 2 gal per sq.
10. Allow the material to cure for 24 hrs.
11. Apply urethane, Title 24 white coating -- White Knight Plus WC -- at 2 gal per sq.
12. Coat all existing equipment at 2 gal per sq with White Knight Plus WC.
13. Drainage locations, 3 course a (1) square area each with White Knight and Polyester.
14. Contractor to pull all required permits if needed, District to cover the cost of the permits.
15. Clean up daily.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
23.127	Common Roof Repair Items: Torch Cap Sheet Over Repair Area (> 500 SF)	\$ 9.21	3,375	SF	\$ 31,084
15.11	RESTORATIONS - RECOATING OF EXISTING ROOF SYSTEMS : RESTORATION OF SMOOTH-SURFACED BURs/MODIFIED BURs ROOF SYSTEMS WITH SINGLE-COMPONENT URETHANE & REINFORCED SEAMS Prepare Roof Surface by Cleaning with TSP or Simple Green, Use Portable Blowers to Clear the Roof Surface of Moisture; Reinforce Seams by Applying a Single-Component, Aliphatic Urethane 2 Gallons per Square / Reinforcement / 1 Gallon per Square (3 Gallons per Square on Seams) USE SEPARATE LINE ITEM, Wait 24-48 Hours, Apply Single-Component, Aliphatic Urethane as a Base Coat at a Rate of 2 Gallons per Square and a Top Coat of 1.5 Gallons per Square Over the Entire Roof According to Manufacturer's Specifications.	\$ 6.51	36,300	SF	\$ 236,313
	Sub Total Prior to Multipliers				\$ 267,397
	Prevailing Wage Multiplier - Riverside County, CA Roofer = \$56.99	3.90%	\$ 267,397		\$ 10,428
22.06	MULTIPLIER - ROOF OR WALLS HAVE LARGE AMOUNT OF PENETRATIONS / ROOF TOP OBSTRUCTIONS Multiplier is applied when labor production is effected a large number of roof penetrations, a limited amount of open roof areas or low overhead clearance requiring more hand work. Situations include, but are not limited to rooftop penetrations like: soil stacks, sky lights, roof drains, exhaust vents, HVAC equipment, etc. or rooftop obstructions such as: pipes, duct work, electrical wires, hoses or raised equipment, etc.	30	\$ 267,397	%	\$ 150,289
	Total After Multipliers				\$ 428,114

Building 1A - Coating Restoration:

Total Maximum Price of Line Items under the MICPA: \$ 428,114

Proposal Price Based Upon Market Experience: \$ 372,674

Garland/DBS Price Based Upon Local Market Competition:

Best Contracting Services \$ 372,674

R&R Roofing \$ 395,867

C.I. Services \$ 407,933

Unforeseen Site Conditions:

12" x 12" x 1" Wood Deck Repair \$ 7.98 Each
 Decking Replacement \$ 9.12 per Square Foot
 10' Wood Blocking - 2" x 6" \$ 22.80 10' Piece

Scope of Work: Building 3 - Hot Applied 2-Ply Asphalt Roofing

1. Site Location: Building 3: 1995 Market Street Riverside, CA. 92501
2. Building 3 only includes (1) section of the Bldg, the section reviewed at the Job Walk.
3. Test all internal drains for proper drainage before project starts. Clear all clogged drains as needed. Provide Line Item price to clear clogged drains with bid package.
4. All drainage locations with missing or plastic baskets are to be replaced with new metal baskets after water test is completed.
5. All drainage locations with cracked or broken rings are to be replaced with new metal ring.
6. Prepare roof surface for new modified roof system. Properly dispose of old roof material per State regulations.
7. Provide a line item price for replacement of failed substrate with bid package.
8. Provide a line item price for replacement of failed wood framing with bid package.
9. Remove unused curbs and electrical, install substrate as needed and roof over.
10. Ensure proper drainage, add or increase cricket size as needed.
11. Mechanically fasten rosin paper and ASTM D4601 Type II Base Sheet per Wind Uplift calculations.
12. Install (1) ply of modified inner ply in hot asphalt.
13. Install modified base flashing in all flashing locations in hot asphalt.
14. Install Modified Cap Sheet with Mineral surface in hot asphalt. Cap sheet to be run up and over the top of the wall.
15. Install new 22 gauge Kynar coated metal coping cap. Color to be selected from standard color chart by the District.
16. Drainage Areas (1) square each drainage section. Install White Star Title 24 Cool Roof Coating at 2 gallons and square and White Spar gravel into wet coating at 200 lbs per sq.
17. Install Pyramic Plus Lo at 1.5 gallons a square in a 2 coat process for a total of 3 gallons a square over the entire low slope roof sections excluding drainage areas.
18. Drainage Areas (1) square each drainage section. Install White Star Title 24 Cool Roof Coating at 2 gallons and square and White Spar gravel into wet coating at 200 lbs per sq
19. Install (3) TrafGard Walkway Pads 3'x4'x3/4" at each serviceable roof top equipment.
20. Provide new pressure treated wood sleepers on walk pads to replace existing.
21. Replace all pitch pans with new lead or liquid flashing's.
22. Contractor to pull all required permits if needed, District to cover the cost of the permits.
23. Clean up daily.

Attachment C: Bid Form - Line Item Pricing Breakdown

Item #	Item Description	Unit Price	Quantity	Unit	Extended Price
2.02	Tear-off & Dispose of Debris: SYSTEM TYPE BUR W/ Insulation and Gravel Surfacing - Wood / Tectum Deck	\$ 2.26	5,800	SF	\$ 13,108
6.02.02	Roof Deck and Insulation Option: WOOD ROOF DECK - HOT APPLICATION - ASTM D 312 TYPE III OR IV ASPHALT INSULATION OPTION: Without Insulation - Must Include Rosin & Mechanically Fasten Glass Base Sheet	\$ 1.12	5,800	SF	\$ 6,496

12.01.02	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Modified Base Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: BASE PLY OPTION: ASTM D 6163 SBS Fiberglass Reinforced Modified Bituminous Sheet Material Type III - 220 lbf/in tensile	\$ 3.02	5,800	SF	\$ 17,516
12.06.03	2-PLY ROOF SYSTEMS - COMBINATIONS OF A BASE PLY & A CAP SHEET (TOP PLY) PLEASE NOTE: BASE PLY & CAP SHEET COMBINATIONS MUST BE APPROVED BY THE MANUFACTURER: ROOF CONFIGURATION 1 Ply Mineral Surfaced Cap Sheet Adhered in Hot ASTM D 312 Type III or IV Asphalt: ROOFING MEMBRANE OPTION: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - Minimum of 310 lbf/in tensile	\$ 4.60	5,800	SF	\$ 26,680
20.01.03	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt FLASHING OPTION: BASE PLY: SBS Modified Fiberglass Reinforced Base Flashing Ply w/ Tensile Strength of 100 lbf/in tensile (ASTM D 5147); TOP PLY: ASTM D 6162 SBS Fiberglass/Polyester Reinforced Modified Bituminous Sheet Material Type III - 310 lbf/in tensile	\$ 13.80	900	SF	\$ 12,420
20.01.11	NEW FLASHINGS FOR ROOFING SYSTEMS & RESTORATION OPTIONS: ROOF FLASHINGS FOR MODIFIED & COAL TAR PITCH ROOF SYSTEMS: Minimum 1 Ply of Base Flashing and Mineral Cap Sheet Installed in Hot ASTM D 312 Type III or IV Asphalt PER SQUARE FOOT COSTS - INSTALLING IN COLD PROCESS FLASHING ADHESIVE Substitute Hot Asphalt Application for Cold Process Flashing Adhesive Application	\$ 6.19	900	SF	\$ 5,571
5.03	Coat New Roofing With Elastomeric Coating: ROOF SYSTEM TYPE Apply a bright white, water-based, acrylic-urethane hybrid roof coating per Specifications (1.5 Gallons per Square per Coat - 2 Coats Required) - Mineral- Surfaced Modified Roof	\$ 4.22	5,800	SF	\$ 24,476
	Sub Total Prior to Multipliers				\$ 106,267
	Prevailing Wage Multiplier - Riverside County, CA Roofers = \$56.99	3.90%	\$ 106,267		\$ 4,144

22.08	MULTIPLIER - ROOF HEIGHT IS GREATER THAN 20 FT, BUT LESS THAN OR EQUAL TO 50 FT STORIES Multiplier is applied when labor production is effected by the roof height. This multiplier applies to roof heights that exceed an estimated 2 stories, but are less than or equal to an estimated 5 stories. Additional roof height can require increased safety requirements, larger lift equipment, tie-offs, etc.	18	\$ 106,267	%	\$ 90,174
Total After Multipliers					\$ 200,585

Building 3 - Hot Applied 2-Ply Asphalt Roofing:

Total Maximum Price of Line Items under the MICPA: \$ 200,585

Proposal Price Based Upon Market Experience: \$ 119,962

Garland/DBS Price Based Upon Local Market Competition:

Best Contracting Services \$ 119,962

C.I. Services \$ 134,857

R&R Roofing \$ 135,333

Unforeseen Site Conditions:

12" x 12" x 1" Wood Deck Repair	\$ 7.98	Each
Decking Replacement	\$ 9.12	per Square Foot
10' Wood Blocking - 2" x 6"	\$ 22.80	10' Piece

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers. Proposal pricing valid 60 days from proposal date listed above.

Clarifications/Exclusions:

1. Permits are excluded.
2. Bonds are included.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

EXHIBIT B

Performance Bond and Payment Bond

[see attached behind this page]

PERFORMANCE BOND

Page 1 of 3

(Public Work – Public Contract Code Section 21091)

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") on 08/13/2020 has awarded Construction Contract Number: 25-CA-191241 ("Contract") to the undersigned Garland/DBS, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; **Roofing Material and Services for Riverside County Flood Control and Water Conservation District Buildings 1, 1A and 3** which Contract is by this reference hereby incorporated herein and made a part hereof;

WHEREAS, said Principal is required by the Contract and/or by California Public Contract Code, Section 21091 to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of One Million Eighty Four Thousand Four Hundred Fifteen and 00/100's Dollars (\$ 1,084,415.00 -----), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents, to:

1. Perform all the work required to complete the Project; and
2. Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors or assigns approved by District, 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, including, without limitation, all obligations during the original term and any extensions thereof as may be granted by District, with or without notice to Surety thereof (including, without limitation, the obligation for Principal to pay liquidated damages), all obligations during the period of any warranties and guarantees required under the Contract and all other obligations otherwise arising under the terms of the Contract (such as, but not limited to, obligations of indemnification), all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Principal remains. Nothing herein shall limit the District's rights or the Principal or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

PERFORMANCE BOND

Page 2 of 3

Whenever Principal shall be, and is declared by District to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by District or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by District as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price", as used in this paragraph, shall mean the total amount payable to Principal by District under the Contract and any modifications thereto, less the amount previously paid by District to the Principal and less amounts that District is authorized to withhold under the terms of the Contract.

If District determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible contractor selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of District and applicable laws. Unless otherwise approved by District, in the exercise of its sole and absolute discretion, Surety shall not utilize Principal in completing performance of the Work.

No right of action shall accrue on this bond to or for the use of any person or entity other than District or its successors or assigns.

In the event any legal proceeding or arbitration is brought upon this bond by District and judgment or award is entered in favor of District as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the District.

Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

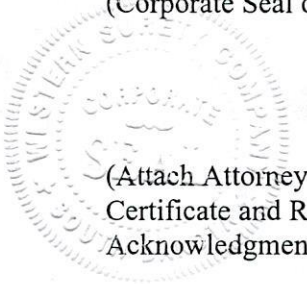
PERFORMANCE BOND

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(Corporate Seal of Principal,
if Corporation)



(Corporate Seal of Surety)



(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

Garland/DBS, Inc.

(Proper name of Principal)

By: *[Signature]*

Signature of Principal's authorized representative

FRANK A. PERACINATO - Controller

Print or type authorized representative's Name and Title

Garland/DBS, Inc.

Print or type Principal's Address

3800 East 91st Street
Cleveland, OH 44105

Surety Western Surety Company

By: *[Signature]*
Attorney-in-Fact Carolyn E. Wheeler

Brenda Wong

Name and Address of California Agent of Surety

Marsh USA Inc.

633 West 5th Street, Los Angeles, CA 90071

213-346-5351

Telephone Number of California Agent of Surety

NOTE: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.



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- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
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- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY
151 N. FRANKLIN STREET
CHICAGO, IL 60606

Old Company Names **Effective Date**

Agent For Service

Vivian Imperial
 818 WEST SEVENTH STREET
 SUITE 930
 LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

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PAYMENT BOND

Page 1 of 2

(Public Work - Civil Code Sections 9550 et seq.)

WHEREAS, the Riverside County Flood Control and Water Conservation District ("District") by action of the Board of Supervisors on 08/13/2020, has awarded Construction Contract Number: 25-CA-191241 ("Contract") to the undersigned Garland/DBS, Inc. as Principal ("Principal") to perform the work ("Work") for the following project; **Roofing Material and Services for Riverside County Flood Control and Water Conservation District Buildings 1, 1A and 3.**

WHEREAS, said Principal is required by the Contract and/or by the California Civil Code Section 9550 et seq. to furnish a payment bond in connection with the Contract;

NOW THEREFORE, we, the Principal and Western Surety Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto District in the penal sum of One Million Eighty Four Thousand Four Hundred Fifteen and 00/100's Dollars (\$1,084,415.00), this amount being not less than one hundred percent (100%) of the total sum payable by District under the Contract at the time the Contract is awarded by District to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, 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 Principal, its heirs, executors, administrators, successors, or assigns approved by District, or its subcontractors, of any contracting tier, shall fail to pay any amounts or any person or persons named and described in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract attempting to limit the right of recovery of any claimant otherwise entitled to recover under the Contract or this bond shall in any way impair or affect Surety's obligation under this bond, and Surety does hereby waive notice of any such changes, extensions of time, alterations or additions.

Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by District or Principal.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

PAYMENT BOND

Page 2 of 2

Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing District's rights against the others.

Garland/DBS, Inc.

(Proper name of Principal)

(Corporate Seal of Principal,
if Corporation)



By: [Signature]
Signature of Principal's authorized representative

FRANK A. PIZZACINATO - Controller
Print or type authorized representative's Name and Title

GARLAND/DBS, INC.
Print or type Principal's Address

3800 East 91st Street
Cleveland, OH 44105

(Corporate Seal of Surety)



(Attach Attorney-in-Fact
Certificate and Required
Acknowledgments)

Surety Western Surety Company

By: [Signature]
Attorney-in-Fact Carolyn E. Wheeler

Brenda Wong
Name and Address of California Agent of Surety

Marsh USA Inc.
633 West 5th Street, Los Angeles, CA 90071

213-346-5351
Telephone Number of California Agent of Surety

NOTE: Notary acknowledgment of signatures of Principal and Surety, and Surety's Power of Attorney, must be included or attached.

CALIFORNIA ALL- PURPOSE CERTIFICATE OF 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 Tennessee }

County of Knox }

On August 28, 2020 before me, Linda M. Howard, Notary Public
(Here insert name and title of the officer)

personally appeared Carolyn E. Wheeler,
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.



Linda M. Howard
Notary Public Signature (Notary Public Seal)
My Commission Expires: 12/20/2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer

 (Title)

Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

- This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*
- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
 - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
 - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
 - Print the name(s) of document signer(s) who personally appear at the time of notarization.
 - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
 - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
 - Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
 - Securely attach this document to the signed document with a staple.

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Carolyn E. Wheeler, Individually

of Knoxville, Tennessee, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond Number: 30092372
Principal: Garland/DBS, Inc.
Obligee: Riverside County Flood Control and Water Conservation District

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of June, 2015.

WESTERN SURETY COMPANY



Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich

S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of August, 2020.

WESTERN SURETY COMPANY



L. Nelson

L. Nelson, Assistant Secretary



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- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY

**151 N. FRANKLIN STREET
CHICAGO, IL 60606**

Old Company Names

Effective Date

Agent For Service

Vivian Imperial
818 WEST SEVENTH STREET
SUITE 930
LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

LIABILITY

SURETY

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Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

EXHIBIT C

Insurance Requirements

[see attached behind this page]

CONTRACTOR shall not commence work under this contract until he has obtained the insurance required hereunder and satisfactory proof of said insurance has been submitted to District and has been approved as to form by Riverside County Counsel.

Without limiting or diminishing the CONTRACTOR's obligation to indemnify, defend or hold the District harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. In respects to the requirements for the Project and as further described in this section, the District herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts and Departments, and any municipal corporation or governmental entity in which the work is to be accomplished, their respective directors, officers, Board of Supervisors, governing boards or councils, employees, elected and appointed officials, agents, representatives as Additional Insured.

Workers' Compensation - If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the District and County of Riverside.

Commercial General Liability - Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the District, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than **\$2,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

Vehicle Liability - If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the District, all Agencies, Districts, Special Districts, and Departments of the County of Riverside, together with their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

Builder's Risk - CONTRACTOR shall obtain, at CONTRACTOR's expense, and keep in effect until final acceptance by the District, Builder's Risk Insurance (including earthquake and flood) covering the real and personal property of others in the care, custody, and control of the CONTRACTOR. Builder's Risk Insurance shall include theft and damage coverage. The minimum amount of coverage to be carried shall be equal to the full amount of the contract. CONTRACTOR shall be financially responsible for any deductible applied to loss. This insurance shall include the District, County of Riverside, the CONTRACTOR and its subcontractors as their interests may appear.

Professional Liability - CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Agreement, with a limit of liability of not less than \$2,000,000 per occurrence and \$4,000,000 annual aggregate. If

CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

Pollution and Asbestos Liability - If hazardous material is encountered during construction, the Project Manager must be notified immediately, and if any work is done to remove it, any CONTRACTOR performing work shall obtain and keep in effect during the term of their contract with CONTRACTOR, Pollution Liability Insurance, including Asbestos Liability Insurance, covering the subcontractor's liability for bodily injury, property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs incurred by the subcontractor, all arising out of the work or services (including the transportation risk, when applicable) to be performed under this contract. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Annual aggregate limit shall not be less than \$4,000,000.

If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

General Insurance Provisions - All lines -

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. Best rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the District Risk Manager. If the District's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The CONTRACTOR's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the District's Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the District, and at the election of the District's Risk Manager, CONTRACTOR's carriers shall either, 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the District, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the District with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the District's Risk Manager, provide original certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that 30 days written notice shall be given to the District prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the District has been furnished original Certificate(s) of Insurance and***

certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

d) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

e) The District's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft), the District reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the District's Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

f) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the District.

h) Said insurance must contain an endorsement that District, County of Riverside, and any municipal corporation or governmental entity in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder. Said insurance must not contain, as respects the work covered hereunder, any exclusions as to bodily injury or death or property damage arising out of blasting, explosion, or underground damage to wire, pipes, conduits, mains, sewers, tank tunnels or any similar property, i.e., the so-called "x c u" exclusions. The insurance certificate evidencing such insurance must affirmatively state that the insurance carrier(s) will give District 30 days written notice prior to cancellation of the insurance or a reduction in coverage; must state that the "x c u" exclusions are waived or do not exist in the policy(s); and that District, County of Riverside, and any municipal corporation in which the work is to be accomplished, are named as an additional insured as respects the work covered hereunder.

The cost of this insurance shall be included in the prices proposed for the various items of work and no additional compensation will be made therefor.

EXHIBIT D

Statement of Licensure, Iran Contracting Act Certification and Workers' Compensation Contractor Certificate

[see attached behind this page]

STATEMENT OF LICENSURE

Pursuant to California Public Contract Code §3300, the undersigned does certify as follows:

1. That the pocket license/certificate of licensure I have presented to owner as of this date is my own license, being State of California, Contractors License No. 949380 and
2. That said Contractors License is current and valid; and
3. That said Contractors License is of a classification appropriate to the work to be undertaken for owner, a Class B license.

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

DATED: 9-2-2020



[Signature]
 Signature
FRANK A. PERCOCIATE
 Controller

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.

OHIO
 STATE OF CALIFORNIA) §
 COUNTY OF RIVERSIDE) Cuyahoga

Title

On this the 2 day of 9, 2020, before me

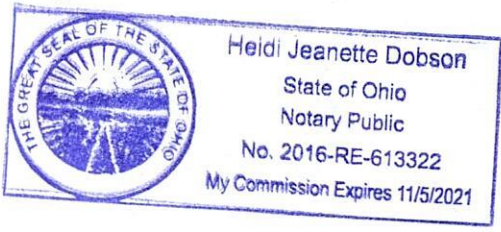
Heidi Jeanette Dobson
 the undersigned Notary Public, personally appeared

Frank A. Percociate
 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 that he/she 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 OHIO California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

[Signature]
 Notary's Signature (Seal)



IRAN CONTRACTING ACT CERTIFICATION

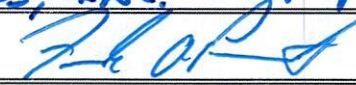
In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a District contract for goods or services of \$1,000,000 or more, a CONTRACTOR must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code Section 2203(c) or (d).

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

Option #1 – Certification

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

<i>Contractor Name/Financial Institution (Printed)</i> GARLAND/DBS, Inc. JP Morgan		<i>Federal ID Number (or n/a)</i> 80-0525452
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Frank A. Percocante - Controller		
<i>Date Executed</i> 9-2-2020	<i>Executed in</i> Cleveland, OH	



Option #2 – Exemption

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

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

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

WORKERS' COMPENSATION CONTRACTOR CERTIFICATE

(Labor Code Sections 1860, 1861 & 3700)

In accordance with the provisions of Section 3700 of the Labor Code, every Contractor shall secure compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

Labor Code Section 1861 requires each Contractor to whom a public works Contract is awarded shall sign and file with the District the following certification prior to performing the Work of the public works construction Contract:

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.

By signing this certification, the CONTRACTOR understands the requirements of and agrees to comply with the aforementioned requirements.

Name of Contractor: Garland/DBS, Inc.

By: [Signature]

Title: Frank A. Percocante - Controller





ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA, Inc.		NAMED INSURED Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Other property deductibles may apply as per policy terms and conditions.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/02/2020

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. 4400 Comerica Bank Tower 1717 Main Street Dallas, TX 75201-7357 Attn: dallas.certs@marsh.com CN102137489-G/DBS-Prof-19-20	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
INSURED Garland/DBS, Inc. 3800 East 91st Street Cleveland, OH 44105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Arch Specialty Insurance Company		21199
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** HOU-003703096-01 **REVISION NUMBER:** 3

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
A	Professional Liab (E&O)			CPP0059288-04 (Ded:\$100,000)	12/05/2019	12/05/2020	Per Claim	10,000,000
							Aggregate	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contract for Job# 25-CA-191241 (Buildings 1, 1A & 3 Roofing Project)

CERTIFICATE HOLDER

Riverside County Flood Control and Water Conservation District
Attn: Finance Division
1995 Market Street
Riverside, CA 92501

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Manashi Mukherjee *Manashi Mukherjee*

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Commercial General Liability



Liberty
Surplus Insurance
Corporation

LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 1

Effective Date: 12/05/2019
Policy Number: 1000353805-01
Issued To: Garland Industries, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

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

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 your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 4

Effective Date: 12/05/2019
Policy Number: 1000353805-01
Issued To: Garland Industries, Inc.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location and Description Of Covered Operations
As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.	All Locations and Description of Covered Operations

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

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".

Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 13

Effective Date:	12/05/2019
Policy Number:	1000353805-01
Issued To:	Garland Industries, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for non-payment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 37

Effective Date: 12/05/2019
Policy Number: 1000353805-01
Issued To: Garland Industries, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE CLAUSE ENDORSEMENT

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

Commercial General Liability



LIBERTY SURPLUS INSURANCE CORPORATION

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

ENDORSEMENT NO. 42

Effective Date:	12/05/2019
Policy Number:	1000353805-01
Issued To:	Garland Industries, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:**

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:**

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of SECTION IV – BUSINESS AUTO CONDITIONS:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 00 03 13 (00) - 01**

POLICY NUMBER: (POUB-8N30973-1-19)

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 any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

DATE OF ISSUE: 12-20-19

ST ASSIGN: