

**SUBMITTAL TO THE BOARD OF COMMISSIONERS  
HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 10.1  
(ID # 13640)

**MEETING DATE:**

Tuesday, March 22, 2022

**FROM :** HOUSING AUTHORITY:

**SUBJECT:** HOUSING AUTHORITY: Approve and Accept Lowest Bid for the Renovation of Ten (10) Apartments at the Desert Rose Apartments Located at 24501 School Road in Ripley Submitted by Mantle Construction, Inc., and Approve the Renovation Contract Between the Housing Authority and Mantle Construction, Inc., District 4. [\$352,000 Community Development Block Grant Funds 100%]; CEQA and NEPA Exempt.

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

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, and Section 15061 General Rule "Common Sense" Exemption;
2. Find that the project is a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969;
3. Accept the low bid by Mantle Construction, Inc. and award the Construction Contract as the lowest responsive and responsible bidder in the amount of \$320,000 for renovation of the ten (10) apartments at the Desert Rose Apartments located at 24501 School Road, Ripley, CA 92225;

Continued on page 2

**ACTION:Policy**

Heidi Marshall, Director of Housing, Homelessness Prevention 12/28/2021

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**MINUTES OF THE BOARD OF COMMISSIONERS**

On motion of Commissioner Perez, seconded by Commissioner Hewitt 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: March 22, 2022  
xc: Housing Authority

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF COMMISSIONERS HOUSING AUTHORITY  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

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

4. Approve the Apartment Renovation Contract between the Housing Authority of the County of Riverside (HACR) and Mantle Construction, Inc. for the Apartment Renovation Project at Desert Rose Apts. (Renovation Contract) and the total construction project budget of \$352,000;
5. Authorize the Executive Director of HACR, or designee, to sign the Renovation Contract;
6. Authorize the Executive Director of HACR, or designee, to take all necessary steps to implement and accomplish the Renovation Contract, including but not limited to, signing all administrative documents, change orders and addendums to the Renovation Contract to facilitate successful completion of the project, subject to approval as to form by County Counsel; and
7. Direct HACR staff to file the Notice of Exemption with the County Clerk within five business days of approval.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$352,000	\$0	\$352,000	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> Community Development Block Grant Funds 100%			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 2021/22	

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

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment building known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA, 92225. Originally built on this site in 1986, several of the Property's two-bedroom apartment units now require replacement and upgrading to bring it up to current standards. The proposed project will completely remove and replace the old fixtures and damaged and non-working appliances, and repaint the entire apartment to bring it up to standards where it can be rented out again.

The HACR advertised an Invitation for Bids (IFB) No. 2021-003, for the apartment renovation project at the Property with a closing date of November 02, 2021. The HACR received and opened two bids. Mantle Construction, Inc. was the lowest bidder that responded to the solicitation that was identified as both responsible and responsive.

HACR staff recommends that the Board of Commissioners approve and award the Renovation Contract between the HACR and Mantle Construction, Inc. in the amount of \$320,000 and approve the construction project budget as follows:

Renovation Contract	\$320,000
Contingency (10%)	\$32,000
<b>Total:</b>	<b>\$352,000</b>

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A 10% construction contingency in the amount of \$32,000 has been included in the project budget to account for errors and omissions in the construction documents or changes in the scope of the project due to unforeseen repairs or site conditions.

HACR staff reviewed the submitted bid and determined that Mantle Construction, Inc. was the lowest responsive and responsible bidder. County Counsel has reviewed the Renovation Contract and has approved it as to form.

**California Environmental Quality Act (CEQA) and NEPA Findings:**

This project will renovate ten (10) old existing apartments with new drywall, repainting and completely new fixtures and appliances on the same site, within the confines of the Property. The project is exempt from CEQA pursuant to Section 15301 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the renovation of the existing apartments. There will be no expansion of the existing use of the Property, which is currently residential use. Additionally, the project is exempt from CEQA pursuant to Section 15061 as there is no possibility the apartment renovation project will have a significant impact on the environment. Finally, this project is also a categorically excluded activity (subject to Title 24 Code of Federal Regulations (CFR) Section 58.5) and meets the conditions specified for such exemption pursuant to Title 24 CFR Section 58.35(a) and in accordance with the National Environmental Policy Act of 1969.

**Impact on Residents and Businesses**

Approving this item will have a positive impact on the citizens and businesses of Riverside County. The proposed project is expected to generate temporary construction jobs. Additionally, the renovations will protect HACR clients by providing safe housing. This improvement will positively impact the overall health of residents and clients and improve the surrounding neighborhood.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund; the project will be fully funded from CDBG Funds.

**Contract History and Price Reasonableness**

The HACR advertised an Invitation for Bids (IFB) No. 2021-003 with a bid opening date of November 02, 2021. Mantle Construction, Inc. was the lowest bidder and was found to be responsive and responsible. The cost proposed by the lowest bidder at \$320,000 compares well with the other proposed amounts and is deemed to be appropriate, fair, and reasonable. Staff reviewed the submitted bid and determined that Mantle Construction, Inc. was the lowest responsive and responsible bidder.


**Attachments:**

Attachment A: Renovation Contract (3)

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COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

- Attachment B: Payment and Performance Bonds
- Attachment C: Insurance Documentation
- Attachment D: Notice of Exemption

  
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Esmeralda Lontajo, Principal Management Analyst 3/15/2022

  
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Gregory H. Priamos, Director County Counsel 3/1/2022



1 **APARTMENT RENOVATION CONTRACT**

2 **BY AND BETWEEN**

3 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

4 **AND MANTLE CONSTRUCTION, INC.**

5 **FOR THE**

6 **APARTMENT RENOVATION PROJECT AT DESERT ROSE APTS.**

7  
8 This Renovation Contract (“Contract”) is made by and between the **Housing Authority of the County of**  
9 **Riverside**, a public entity, corporate and politic, hereinafter referred to as “AUTHORITY”, or “HACR”,  
10 and **Mantle Construction, Inc.**, a California corporation, hereinafter referred to as “CONTRACTOR”.  
11 AUTHORITY and CONTRACTOR are collectively referred to herein as the “Parties”.

12 **RECITALS**

- 13 A. This Contract pertains to that certain real property owned by AUTHORITY located at  
14 24501 School Road, Ripley, CA 92225, in the County of Riverside, hereinafter referred to  
15 as the “Property”;
- 16 B. The term “PROJECT” includes the performance, as set forth in the Contract Documents  
17 (defined in Section 1.1. below), by the CONTRACTOR, of all work or improvements on,  
18 in and about the Property; and
- 19 C. AUTHORITY desires that the CONTRACTOR complete the PROJECT on the terms and  
20 conditions hereinafter set forth, and CONTRACTOR agrees to perform the work to  
21 complete said PROJECT on the terms and conditions set forth below.

22 NOW, THEREFORE, the AUTHORITY and CONTRACTOR, for the consideration set forth  
23 herein, mutually agree as follows:

24  
25 **ARTICLE 1**

26 **THE RENOVATION CONTRACT**

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1 1.1 The Contract Documents means and includes, without limitation, all of the following which are  
2 incorporated herein by this reference and are made a part of this Contract as if fully set forth herein. The  
3 Contract Documents consist of the following component parts:

4 1.1.1 The Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference;

5 1.1.2 CONTRACTOR'S Form of Bid submitted to AUTHORITY on November 2<sup>nd</sup>, 2021,  
6 attached hereto as Exhibit B and incorporated herein by this reference;

7 1.1.3 The Special Federal Provisions for CDBG Projects, attached hereto as Exhibit C and  
8 incorporated herein by this reference;

9 1.1.4 Form HUD-5370-C General Conditions for Non-Construction Contracts – Public Housing  
10 Programs, attached hereto as Exhibit D and incorporated herein by this reference; and

11 1.1.5 Federal Prevailing Wage Decision Number CA20210025 10/29/21 Mod. 15 attached hereto  
12 as Exhibit E and incorporated herein by this reference.

## 15 ARTICLE 2

### 16 STATEMENT OF PROJECT WORK

#### 17 2.1 Scope of Work

18 CONTRACTOR shall furnish all labor, material, equipment, and services and perform and complete all  
19 Work for the PROJECT identified as the **Apartment Renovation Project at Desert Rose Apartments**,  
20 for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

21 2.1.1. The full Scope of Work is described in the Contract Documents and more specifically  
22 in Exhibit A, as well as in the approved plans and specifications.

23 2.1.2 All such Work shall be done in strict accordance with the Contract, specifications, and  
24 addenda thereto and the plans and drawings included therein, all as prepared by the  
25 AUTHORITY.

#### 26 2.2 Site Conditions

1 Data provided in the specifications and drawings are believed to depict the conditions to be encountered by  
2 the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or complete  
3 in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all  
4 investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S  
5 submission of its bid and execution of the Contract constitutes its representation, acknowledgement and  
6 agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful  
7 and thorough examination, to its satisfaction of: the Contract Documents, and other information provided  
8 by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements; the visible  
9 conditions at the site and its surroundings, visible conditions of existing improvements and their existing  
10 uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently  
11 under construction; and all information concerning visible and concealed conditions above and below the  
12 surface of the ground at the site and in existing improvements, including without limitation, surveys, reports,  
13 data, as-built drawings of existing improvements and utility sources, that was either provided by  
14 AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public  
15 records.

### 17 ARTICLE 3

#### 18 TIME OF COMMENCEMENT AND COMPLETION

##### 19 3.1 Time for Completion

20 The Work, as defined in the General Conditions, to be performed under this Contract shall commence within  
21 ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date specified in the  
22 Notice, whichever is later, and shall be completed within **forty-five (45) days** following the said date. Time  
23 is of the essence under this Contract as to each provision in which time of performance is a factor.

##### 24 3.2 Liquidated Damages

25 3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the  
26 Contract, or any extension, as specified in HUD Form 5370, attached hereto as Exhibit D, the  
27 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **three hundred (\$300)**

1 **dollars** for each day of delay. If different completion dates are specified in the contract for separate parts  
2 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which  
3 are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused under another  
4 clause in this Contract, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR  
5 remains liable for damages caused other than by delay.

6 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting  
7 damage will consist of liquidated damages until such reasonable time as may be required for final  
8 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in completing  
9 the PROJECT.

10 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the resulting  
11 damage will consist of liquidated damages until the PROJECT is completed or accepted.

#### 12 13 **ARTICLE 4**

#### 14 **CONTRACT SUM**

15 4.1 The AUTHORITY shall provide to the CONTRACTOR for the performance of the Work, subject  
16 to the additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **Three**  
17 **Hundred Twenty Thousand Dollars (\$320,000.00)**, including all expenses ("Contract Sum"). The  
18 CONTRACTOR exceeds the contract sum amount at their own risk. The CONTRACTOR is under no  
19 obligation to provide additional services that would cause the CONTRACTOR's fees to exceed the Contract  
20 Sum without prior revision of this amount by written change order.

21 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use  
22 taxes required by local codes, or any existing law or any other law which may hereafter be adopted by  
23 federal, state or governmental authority, taxing the materials, services required or labor furnished, and of  
24 any other tax levied by reason of the Work to be performed hereunder.

25 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied themselves that  
26 the Contract Sum includes all labor and material increases anticipated throughout the duration of this  
27 Contract.

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**ARTICLE 5**  
**PROGRESS PAYMENTS**

5.1 Based upon applications for payment submitted by the CONTRACTOR to the AUTHORITY, and certificates for payment issued by the Architect/Consultant, if any, the AUTHORITY shall make progress payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions of the Construction Documents.

5.2 AUTHORITY shall promptly review applications for payment and provide its approval or disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for payment requesting progress payment. Approved applications for progress payments will be paid by the 30<sup>th</sup> day of each month, provided that the application for payment has been submitted to the AUTHORITY on or before the first working day of the month.

**ARTICLE 6**  
**INDEMNIFICATION AND HOLD HARMLESS**

6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract. CONTRACTOR shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or awards, on behalf of the Indemnitees, in any claim or action based upon such services.

6.2 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 choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;

1 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or  
2 circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

3 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided  
4 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action  
5 or claim involved.

6 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or  
7 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from  
8 third party claims. CONTRACTOR'S indemnification and hold harmless obligations set forth herein shall  
9 survive the termination and expiration of this Contract.

10 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this  
11 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
12 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

13  
14 **ARTICLE 7**

15 **INSURANCE**

16 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the  
17 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole  
18 cost and expense, the following insurance coverages during the term of this Contract. As respects to the  
19 insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of Riverside,  
20 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,  
21 officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, and  
22 agents or representatives as Additional Insureds.

23 7.1.1. Workers' Compensation:

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

3 7.1.2 Commercial General Liability:

4 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
5 unmodified contractual liability, products and completed operations liability, personal and advertising  
6 injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S  
7 performance of its obligations hereunder. Policy shall name the AUTHORITY as Additional Insured.  
8 Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such  
9 insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two  
10 (2) times the occurrence limit.

11 7.1.3 Vehicle Liability:

12 If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then  
13 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in  
14 an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
15 general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
16 occurrence limit. Policy shall name the AUTHORITY as Additional Insured.

17 7.1.4 General Insurance Provisions - All lines:

- 18 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State  
19 of California and have an AM BEST rating of not less than A: VIII (A:8) unless such  
20 requirements are waived, in writing, by the County of Riverside's Risk Manager. If the  
21 County's Risk Manager waives a requirement for a particular insurer such waiver is only  
22 valid for that specific insurer and only for one policy term.
- 23 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage  
24 required herein. If any such self-insured retention exceeds \$500,000 per occurrence each  
25 such retention shall have the prior written consent of the County Risk Manager before the  
26 commencement of operations under this Contract. Upon notification of self-insured retention  
27 unacceptable to the AUTHORITY, and at the election of the County's Risk Manager,  
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1 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as  
2 respects this Contract with the AUTHORITY, or 2) procure a bond which guarantees  
3 payment of losses and related investigations, claims administration, and defense costs and  
4 expenses.

5 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the  
6 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and  
7 certified original copies of Endorsements effecting coverage as required herein, and 2) if  
8 requested to do so orally or in writing by the County Risk Manager, provide original  
9 Certified copies of policies including all Endorsements and all attachments thereto, showing  
10 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance  
11 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall  
12 be given to the AUTHORITY prior to any material modification, cancellation, expiration or  
13 reduction in coverage of such insurance. In the event of a material modification, cancellation,  
14 expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the  
15 AUTHORITY receives, prior to such effective date, another properly executed original  
16 Certificate of Insurance and original copies of endorsements or certified original policies,  
17 including all endorsements and attachments thereto evidencing coverage's set forth herein  
18 and the insurance required herein is in full force and effect. CONTRACTOR shall not  
19 commence operations until the AUTHORITY has been furnished original Certificate (s) of  
20 Insurance and certified original copies of endorsements and if requested, certified original  
21 policies of insurance including all endorsements and any and all other attachments as  
22 required in this Section, showing that such insurance is in full force and effect. An individual  
23 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements  
24 for each policy and the Certificate of Insurance.

25 4) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall  
26 be construed as primary insurance, and the AUTHORITY'S insurance and/or deductibles  
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1 and/or self-insured retentions or self-insured programs shall not be construed as  
2 contributory.

3 5) If, during the term of this Contract or any extension thereof, there is a material change in the  
4 scope of services; or, there is a material change in the equipment to be used in the  
5 performance of the Scope of Work; or, the term of this Contract, including any extensions  
6 thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust the types of  
7 insurance and the monetary limits of liability required under this Construction Contract, if  
8 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried  
9 by the CONTRACTOR has become inadequate.

10 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of  
11 subcontractors working under this Contract.

12 7) The insurance requirements contained in this Contract may be met with a program(s) of self-  
13 insurance acceptable to the AUTHORITY.

14 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any incident  
15 or event that may give rise to a claim arising from this Contract.

## 17 **ARTICLE 8**

### 18 **PROJECT CLOSEOUT**

19 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY  
20 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use and shall  
21 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the work,  
22 including all phases thereof, is finally completed, and all requirements of this Contract have been satisfied.  
23 AUTHORITY shall cause the Notice of Completion to be recorded in the office of the County Recorder.

24 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the  
25 AUTHORITY has received the following:

- 26 1. A Certificate of Completion executed by the AUTHORITY.

1 2. All guarantees and warranties issued by the manufacturers or installers of appliances or other  
2 component parts of the work. CONTRACTOR guarantees that the equipment, materials, and workmanship,  
3 not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship  
4 for a period of one year following final acceptance of the PROJECT.

5 3. The waiver and release of all liens, claims of liens, or stop notice rights of the  
6 CONTRACTOR and all subcontractors, and the CONTRACTORS' Certificate and Release.

7 4. Verification from the AUTHORITY that CONTRACTOR has removed all waste materials,  
8 rubbish, tools, construction equipment, machinery, and surplus materials from PROJECT site. If the  
9 CONTRACTOR has failed to remove any such items, the AUTHORITY may remove such items, and the  
10 CONTRACTOR shall pay the AUTHORITY for all costs incurred in connection with such removal.

11 8.3 After recordation of the Notice of Completion, and expiration of the thirty (30) calendar days period  
12 for filing of stop notices, the AUTHORITY shall settle all claims and disputes, notify the CONTRACTOR  
13 of final acceptance of the PROJECT, and make the final five percent (5%) retention payment, less any  
14 amounts which the AUTHORITY is entitled to receive from the CONTRACTOR under the terms of this  
15 Construction Contract, including liquidated damages.

16  
17 **ARTICLE 9**

18 **APPLICABLE LAWS AND REGULATIONS**

19 9.1 2 CFR 200.326, Procurement/Contract Provisions: Pursuant to 2 CFR 200.326 the Parties shall  
20 comply with the provisions described in Appendix II to Part 200, Contract Provisions for non-Federal  
21 entity contracts under Federal awards, including, but not limited to the following:

22 9.1.1 Executive Order 11246. For all construction contracts awarded in excess of \$10,000 by  
23 AUTHORITY, CONTRACTOR hereby agrees to comply with Executive Order 11246, "Equal  
24 Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by  
25 Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity,"  
26 and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs,  
27 Equal Employment Opportunity, Department of Labor.

1 9.1.2 Copeland “Anti-Kickback Act”. For all construction or repair contracts awarded by the  
2 AUTHORITY, CONTRACTOR shall comply with the with the Copeland “Anti-Kickback” Act (40  
3 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and  
4 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from  
5 the United States”) (“Copeland Anti-Kickback Act”). The Copeland Anti-Kick Back Act provides that  
6 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in  
7 the construction, completion, or repair of public work, to give up any part of the compensation to which  
8 he or she is otherwise entitled.

9 9.1.3 Reserved

10 9.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable,  
11 all contracts awarded by AUTHORITY in excess of \$100,000 that involve the employment of mechanics  
12 or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by  
13 Department of Labor regulations (29 CFR Part 5) (“Contract Work Hours and Safety Standards Act”).  
14 Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute  
15 the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in  
16 excess of the standard work week is permissible provided that the worker is compensated at a rate of not  
17 less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work  
18 week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer  
19 or mechanic must be required to work in surroundings or under working conditions which are unsanitary,  
20 hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or  
21 articles ordinarily available on the open market, or contracts for transportation or transmission of  
22 intelligence.

23 9.1.5 Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33  
24 U.S.C. 1251–1387), as amended. For all contracts in excess of \$150,000, the CONTRACTOR shall  
25 comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42  
26 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

1 Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental  
2 Protection Agency (EPA).

3 9.1.6 Energy Policy and Conservation Act. The CONTRACTOR hereby agrees to comply with  
4 all mandatory standards and policies relating to energy efficiency, which are contained in the state energy  
5 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89  
6 Stat. 781).

7 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR  
8 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require  
9 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in  
10 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such  
11 provisions before commencing the performance of the Work.

12 9.1.8 Government Standards. It is the responsibility of the CONTRACTOR to ensure that all  
13 items and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and  
14 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted  
15 ordinance, code, law or regulation. The CONTRACTOR shall be responsible for all costs incurred for  
16 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be  
17 granted or financial consideration given to the CONTRACTOR for time or monies lost due to violations  
18 of any such ordinance, code, law or regulations that may occur.

19 9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an  
20 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it  
21 will not and has not used Federal appropriated funds to pay any person or organization for influencing or  
22 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee  
23 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,  
24 grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-  
25 Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are  
26 forwarded from tier to tier up to the non-Federal award.

1 9.1.10 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the  
2 definition of "funding agreement" under 37 CFR § 401.2 (a) and Authority wishes to enter into a contract  
3 with a small business firm or nonprofit organization regarding the substitution of parties, assignment or  
4 performance of experimental, developmental, or research work under that "funding agreement," Contractor  
5 must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit  
6 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative  
7 Agreements," and any implementing regulations issued by the awarding agency.

8 9.1.11 Procurement of Recovered Materials-Contractor shall comply with 2 CFR Section 200.322,  
9 Procurement of recovered materials.

## 11 **ARTICLE 10**

### 12 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

13 10.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes  
14 the following assurances, where applicable:

15 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action  
16 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

17 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the  
18 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,  
19 denied the benefits of, or subjected to, discrimination under any program or activity which receives federal  
20 financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and its  
21 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are  
22 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

23 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair  
24 Housing Act, provides for fair housing throughout the United States and prohibits any person from  
25 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage  
26 services, including in any way making unavailable or denying a dwelling to any person because of race,  
27 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that

1 CONTRACTOR administer all programs and activities, which are related to housing and community  
2 development, in such a manner as affirmatively to further fair housing.

3 10.1.4 Age Discrimination Act of 1975.

4 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

5 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and  
6 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

7 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or  
8 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or  
9 ineligible contractor.

10 10.1.8 That none of the personnel who are employed in the administration of the work required by  
11 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of  
12 Title V, Chapter 15, of the United States Code.

13 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such  
14 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive  
15 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each  
16 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed  
17 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause  
18 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or  
19 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or  
20 correction upon the application of either part.

## 21 22 **ARTICLE 11**

### 23 **HUD SECTION 3 REQUIREMENTS**

24 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby  
25 included as a part of this Contract.

26 11.1.1 The work to be performed under this Contract is subject to the requirements of Section 3 of  
27 the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The purpose

1 of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance  
2 or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and  
3 very low-income persons, particularly persons who are recipients of HUD assistance.

4 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which  
5 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that s/he/it  
6 is under no contractual or other impediment that would prevent her/him/it from complying with the Part  
7 135 regulations.

8 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers with  
9 which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice  
10 advising the labor organization or workers' representative of the CONTRACTOR'S commitments under  
11 this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both  
12 employees and applicants for training and employment positions can see the notice. The notice shall  
13 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name  
14 and location of the person(s) taking applications for each of the positions; and the anticipated date the work  
15 shall being.

16 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to  
17 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an  
18 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is  
19 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any  
20 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in  
21 violation of the regulations in 24 CFR Part 135.

22 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training  
23 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)  
24 with persons other than those to whom the regulations of 24 CFR Part 135 require employment  
25 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR  
26 Part 135.

1 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,  
2 termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

3 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing  
4 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)  
5 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent  
6 feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii)  
7 preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-  
8 owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and  
9 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of  
10 compliance with section 7(b).

## 11 **ARTICLE 12**

### 12 **BREACH AND TERMINATION**

13  
14 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any  
15 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance  
16 of defective work or improper materials.

17 12.2 AUTHORITY shall have the right to terminate this Contract in the event of a default by  
18 CONTRACTOR (for cause) or for Convenience (without cause) as set forth in the General Conditions,  
19 attached hereto as Exhibit "D" and incorporated herein by this reference.

20 12.3 In addition to any right of termination reserved to AUTHORITY by the General Conditions,  
21 the AUTHORITY may terminate this Contract if the CONTRACTOR is adjudged bankrupt, a receiver is  
22 appointed because of the CONTRACTOR'S insolvency, or the CONTRACTOR makes a general  
23 assignment for the benefit of his/her creditors, fails to make prompt payment to subcontractor(s), or for  
24 material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public  
25 authority having jurisdiction, fails to construct the PROJECT in accordance with the Drawings and  
26 Specifications, or otherwise substantially violates any provision of the Contract Documents.





1 CONTRACTOR is not otherwise entitled; (c) payment of an amount that is disputed by the AUTHORITY.  
2 The CONTRACTOR shall furnish reasonable documentation to support the claim.

3 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the  
4 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the  
5 Parties, provide the CONTRACTOR with a written statement identifying what portion of the claim is still  
6 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required, the  
7 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment  
8 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the  
9 AUTHORITY issues its written statement.

10 13.1.3 If the AUTHORITY fails to issue a written statement, the claim shall be deemed  
11 rejected in its entirety. A claim that is denied by reason of the AUTHORITY's failure to respond to a claim,  
12 or its failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with  
13 regard to the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

14 13.1.4 If the CONTRACTOR disputes the AUTHORITY's written response, or if the  
15 AUTHORITY fails to respond within the time prescribed, the CONTRACTOR may demand in writing,  
16 sent by registered mail or certified mail return receipt requested, an informal meet and confer conference to  
17 attempt to reach settlement of the portion of the claim in dispute. Upon receipt of the demand, the  
18 AUTHORITY shall schedule a meet and confer conference within thirty (30) days.

19 13.1.5 Within ten (10) business days following the conclusion of the meet and confer  
20 conference, if the claim or any portion thereof remains in dispute, the AUTHORITY shall provide the  
21 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the  
22 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within  
23 sixty (60) days after the AUTHORITY issues its written statement.

24 13.1.6 Any disputed portion of the claim, as identified by the CONTRACTOR in writing,  
25 shall be submitted to nonbinding mediation, with the AUTHORITY and CONTRACTOR sharing the  
26 mediator costs equally. The AUTHORITY and CONTRACTOR shall mutually agree to a mediator within  
27 ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties

1 cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified  
2 neutral third party to mediate the disputed portion of the claim. Each Party shall bear the fees and costs  
3 charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is  
4 unsuccessful to resolve all issues, the parts of the claim remaining in dispute shall be subject to other  
5 applicable legal procedures.

6 13.1.7 As used herein, mediation includes any nonbinding process, including but not limited  
7 to neutral evaluation or a dispute review board, in which an independent third party or board assists the  
8 Parties in dispute with resolution through negotiation or by issuance of an evaluation.

9 13.1.8 Additional applicable requirements, including but not limited to subcontractor  
10 claims, may be stated in California Public Contract Code Section 9204.

11 13.1.9 Any legal action related to the performance of the work or the terms of the Contract  
12 Documents shall be filed only in the Superior Court of the State of California located in Riverside,  
13 California.

## 14 **ARTICLE 14**

### 15 **MISCELLANEOUS PROVISIONS**

16  
17 14.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances, and  
18 orders of any governmental entity relating to the work. Should CONTRACTOR become aware that any  
19 provisions of this Contract are at variance with any such rule, law, regulation, ordinance, or order; he/she  
20 shall promptly give notice in writing to AUTHORITY of such variance.

21 14.2 The Contracting Officer must be notified in writing by the CONTRACTOR within ten (10) calendar  
22 days of any and all backordered materials and/or any incomplete services, and the estimated delivery date.  
23 Unless otherwise stipulated in the Contract Documents, any order that will take more than a maximum of  
24 ten (10) calendar days past the original agreed upon delivery date, may at the option of AUTHORITY, be  
25 canceled and ordered from another source, if, in the opinion of the Contracting Officer, it is in the best  
26 interests of AUTHORITY to do so.

1 14.3 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses  
2 and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this  
3 Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a  
4 court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any  
5 of the remaining clauses, sentences, paragraphs and sections of this Contract.

6 14.4 In the event of a conflict between the General Conditions and the Scope of Work, the General  
7 Conditions shall prevail. In the event of a conflict between this Contract and any applicable state or local  
8 law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or  
9 regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive  
10 Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

11 14.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have  
12 the authority to execute this Contract on behalf of each respective Party and further warrant and represent  
13 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

14  
15  
16  
17  
18  
19  
20 **(Remainder of Page Intentionally Blank)**


21 **(Signatures on next page)**  
22  
23  
24  
25  
26  
27

1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth  
2 below.

3  
4 **AUTHORITY:**  
5 HOUSING AUTHORITY OF THE COUNTY OF  
6 RIVERSIDE, a public entity, corporate and politic

**CONTRACTOR:**  
MANTLE CONSTRUCTION, Inc., a California  
corporation


7  
8  
9 By: \_\_\_\_\_  
10 Heidi Marshall  
Executive Director

By:  \_\_\_\_\_  
Mark Mantle  
President

11 Dated: \_\_\_\_\_

Dated: 12/10/2021

12  
13  
14 APPROVED AS TO FORM:  
15 Gregory P. Priamos  
16 County Counsel

17  
18 By:  \_\_\_\_\_  
19 Amrit P. Dhillon,  
Deputy County Counsel

1 **Exhibit "A"**

2 **Scope of Work**

- 3 1. The work under this Contract shall be performed at the Desert Rose Apartments located in the  
4 City of Ripley, County of Riverside, State of California (Property) and shall include furnishing  
5 all labor, material, equipment, tools, supplies, and services and incidentals, and performing all  
6 work necessary for the renovation of ten (10) vacant apartments and associated improvements in  
7 strict conformance with all of the Contract documents.
- 8 2. Project Planning: The apartment building will be occupied during the renovation process. HACR  
9 requires the Contractor to have a complete renovation plan schedule prior to starting work and to  
10 have that plan approved by the HACR representative, five (5) calendar days prior to the projected  
11 start date.
- 12 3. Contractor will furnish all labor, materials, equipment, supervision, and contract administration  
13 to install the roof at the Property in a good and workmanlike manner, using new materials and  
14 products throughout, subject to the following included and excluded items:
- 15 4. All tools, materials, and equipment shall be provided by the Contractor and must meet all local  
16 applicable safety requirements. A parking space will be made available for Contractor's container  
17 if needed for materials and equipment. HACR assumes no responsibility for the loss or damage  
18 to the Contractor's equipment, tools or materials stored at the job site.
- 19 5. Contractor shall furnish sufficient personnel with the technical knowledge and experience  
20 necessary to complete the Work.
- 21 6. All Work shall be performed in accordance with local safety standards and recognized safe  
22 practices.
- 23 7. Contractor to ensure proper removal of all debris and all other components from the Property and  
24 shall provide a cleared worksite free of all debris, Contractor's equipment, etc. HACR refuse  
25 containers shall not be used for disposal of Contractor's waste.
- 26 8. Contractor is responsible to field verify existing conditions and promptly notify HACR if  
27 discrepancies in and omissions from the plans, specifications or other Contract Documents are  
28 found in the field, including unforeseen conditions that may affect the successful completion of  
the Project and/or the Work.
9. Contractor will renovate each of the ten (10) apartments to HACR'S specifications as more fully  
described by the HACR representative or his designee.
10. Contractor will perform a final walk-through inspection with a HACR representative before the  
Project will be considered mechanically complete and finished.

- 1 11. Contractor to demolish all existing materials and equipment necessary to achieve project intent.  
2 Contractor must protect surrounding finishes and repair or replace any finishes damaged by  
3 demolition.
- 4 12. Contractor to furnish and install new cabinets, countertops, sink, faucet, and range hood in all  
5 kitchens. Sizes, color and model numbers per Approved Equipment & Finishes unless indicated  
6 otherwise. Kitchen walls shall be cleaned, patched and painted before the installation of new  
7 cabinets, counters, fixtures and appliances. Paint will be provided by RCHC.
- 8 13. Existing kitchen pantries are to be replaced by one (1) 30" wide pantry with standard upper  
9 cabinets, base cabinets and quartz countertops alongside.
- 10 14. Contractor to furnish and install new over sink light fixture per Approved Equipment & Finishes.
- 11 15. Contractor to furnish and install new cabinets to replace existing linen closets. Openings must be  
12 framed to match new cabinets.
- 13 16. Contractor to furnish and install new toilet, cabinet, faucet, vanity and countertop with integral  
14 sink in all bathrooms. Sizes, color and model numbers per Approved Equipment & Finishes unless  
15 indicated otherwise. Walls shall be cleaned, patched and painted to match existing walls, if  
16 needed, before the installation of new cabinets, counters, fixtures.
- 17 17. Contractor to furnish and install new carpet and pad with 6" rubber base in all bedrooms.
- 18 18. Contractor to furnish and install new vinyl flooring with 6" rubber base in all living rooms,  
19 bathrooms, hallways, laundry rooms, and kitchens. New vinyl flooring to be installed over existing  
20 VCT floor tiles.
- 21 19. Contractor to furnish and install new angle stop valves and new flexible supply lines for all sinks  
22 and toilets.
- 23 20. All equipment, cabinets, fixtures, appliances and finishes as listed in Approved Equipment &  
24 Finishes shall be new and not used or refurbished. NOTE: Any "equivalent" new equipment,  
25 appliances, fixtures and finishes manufactured with similar specifications can be utilized for this  
26 project. Any other new product or brand that clearly or demonstrably meets the standards and  
27 specifications as outlined per specifications is acceptable.
- 28

**Exhibit "B"**

**Contractor's Form of Bid**

(behind this page)

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**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**FORM OF BID  
Attachment A**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. **Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to HACR with the completed Bid Proposal.
- B. **Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for this IFB in strict accordance therewith and for the bid amount specified below:

Item #	Description	Bid Amount
1	Base Renovation Cost of One (1) Two-Bedroom Apartment (based on worksheet Exhibit B)	\$ 19,950
	<b>TOTAL BASE BID AMOUNT FOR ALL TEN APARTMENTS</b>	<b>\$ 320,000</b>

- C. **Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received
- D. **Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: Thirty two Thousand Dollars (\$ 32,000), in the form of check is submitted.
- E. **Performance Bond and Payment Bond:** The undersigned agrees that, if they are selected as the Contractor, they will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by HACR, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- F. **Quantities:** The undersigned understands that HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by HACR. HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services HACR requires.
- G. **Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- H. **Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed, and to fully complete the PROJECT within FORTY-FIVE (45) CALENDAR DAYS.

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)

**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

I. **Qualifications:** The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) Mantle Construction Inc. since 7/1/2019
2. Have you been awarded any jobs but failed to complete?  No  Yes (please explain):  
\_\_\_\_\_
3. List work completed/ongoing in the last two years:

**Projects for Housing Authority of the County of Riverside. (if applicable)**

Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

**Other Projects**

Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage or</u> <u>Other</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:
Project Description	Contract Amount:
Job was <u>Davis Bacon or</u> <u>State Prevailing Wage or</u> <u>Other</u>	
Contact Person Name, Address Phone & Fax Nos.	
Owner Name:	Completion Date:

4. **Banking Information:** Bank Name: Chase Bank Branch Location: Cerritos  
Account Name: Business Ckng

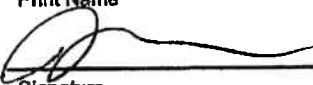
- L. **Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption, and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- M. **Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- N. **EEO:** The undersigned represents that he has () he has not () participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has () he has not () filed all required compliance reports; and that

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**

**INVITATION FOR BIDS (IFB) NO. 2021-003  
 APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

**COMPLETED BY:** (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

<u>Mark Mantle</u>	<u>CEO</u>	<u>mantle2@msn.com</u>
Print Name	Title	Email
	<u>10/26/2021</u>	<u>714.855.8492</u>
Signature	Date	Telephone Number
<u>Mantle Construction Inc.</u>	<u>402 S Vicki Ln Anaheim, Ca. 92804</u>	
Company Name	Address (Street; City; State; Zip)	
<u>1044831</u>	<u>7/31/23</u>	<u>General B</u>
CSLB License Number	Expiration Date	CSLB License Designation
<u>PW-LR-1000849654</u>		
D.I.R. Registration Number		

**BIDDER'S STATEMENT**

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HACR discovers that any information entered herein to be false, such shall entitle HACR to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the form of bid, the undersigned bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HACR, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Submittal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACR with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

	<u>10/26/2021</u>	<u>Mark Mantle</u>	<u>Mantle Construction Inc.</u>
Signature	Date	Printed Name	Company

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**

**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**ATTACHMENT B**

**Scope of Work – Base Pricing Form**

(This Form must be fully completed and placed under Tab No. 2 of the "hard copy" tabbed bid submittal)

Below is the standard or base scope of work normally used for our apartment renovations. Not all apartments will require everything on this list, and some may require more work than listed. The HACR Project Manager will collaborate with the Contractor on each individual apartment before work is scheduled to begin and approve or deny any Change Orders that may deviate from this list.

#	Description:	Price:
	<b>Contractor to furnish and install the following new items in the Kitchen of the unit:</b>	
1	Replace kitchen cabinets	\$ 2840
2	Skin backside of island, primer, and paint	\$ 400
3	Replace countertop with granite or quartz	\$ 2800
4	Contractor to repair and patch walls throughout the unit	\$ 600
5	Replace stove and vent hood	\$ 1600
6	Contractor to reglaze existing one (1) bathtub.	\$ 600
7	Replace kitchen sink, faucet, garbage disposal, and all plumbing under sink	\$ 1200
8	Replace kitchen light fixture	\$ 200
	<b>Contractor to furnish and install the following new items in the Bedrooms of the unit:</b>	
9	Install new vertical blinds for all windows	\$ 800
10	Replace broken door(s) with knob and doorstop	\$ 600
11	Repair holes in door(s) (replace doors with 6 panel)	\$ 500
12	Replace bedroom light fixture	\$ 160
13	Replace 5 ft. closet doors	\$ 180
	<b>Contractor to furnish and install the following new items in the Bathroom of the unit:</b>	
14	Replace bathroom cabinet and countertop.	\$ 1200
15	Reglaze bathtub	\$
16	Replace faucet and under-sink plumbing	\$ 250
17	Replace trim kit	\$ 260
18	Replace toilet	\$ 300
19	Replace medicine cabinet	\$ 180
20	Replace towel bar and shower rod	\$ 120
21	Replace bathtub faucet	\$
22	Replace bedroom flooring with LVT and 4 in. cove base as needed	\$
23	Replace bathroom light fixture and fan	\$ 240



**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

#	Description:	Price:
	<b>Contractor to furnish and install the following new items throughout the unit:</b>	
24	New CO2 & smoke combination alarms to replace all existing	\$ 280
25	Replace damaged entry doorjamb.	\$ 140
26	Install weatherstripping	\$ 60
27	Verify all electrical is in good working order. Replace any missing wiring, switches, and outlets with new.	\$ 200
28	Replace wall sconces	\$ 140
29	Repair holes in doors	\$
30	Repair and paint holes in all rooms	\$
31	Primer and paint interior of unit, color: "Swiss Coffee"	\$ 320
32	Replace flooring with LVT complete and 4 in. cove base as needed	\$ 2600
33	Paint entry door	\$ 120
34	Repair drywall throughout unit	\$
35	Replace leaking 50-gallon water heater with new 40-gallon unit	\$ 700
36	Replace 5 sets of vertical blinds	\$

**Total Price:** \$ 19590

**Exhibit "C"**

**Special Federal Provisions for CDBG Construction Projects**

**(behind this page)**

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County of Riverside

# **HHPWS**

**Housing, Homelessness Prevention and Workforce Solutions**

**SPECIAL FEDERAL PROVISIONS FOR  
CONSTRUCTION BID DOCUMENTS  
On All Projects Over \$200,000**

**Community Development Block Grant (CDBG)  
Construction Activities**

**Last Date of Revision: June 2021**

**FEDERAL PREVAILING WAGE DECISION**

(CA 20210025 10/29/2021 mod. 13 )  
Insert most recent (10 days prior to bid opening) wage decision at this point.

**LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE.** A construction project covered by Federal Labor Standards Provisions (HUD-4010) requires a series of specific actions prior to the actual start of construction. Those actions are:

- a. obtaining an applicable Davis-Bacon wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals; and
- c. including appropriate labor standards provisions and the wage determination in the construction contract.

**CONSTRUCTION WAGE DETERMINATION - DEFINITION.** All construction bid documents and contracts or analogous instruments covered by the Federal Labor Standards Provisions (HUD-4010) must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

*Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs; paragraph 2-1, section 1 paragraph 1-1.*

**OBTAINING WAGE DETERMINATIONS**

The Riverside County Department of Housing Homelessness Prevention & Workforce Solutions (HHPWS) will be responsible to obtain and provide the appropriate Federal wage determination from the U.S. Department of Labor (DOL) for this project. The appropriate wage determination will be the most current determination, applicable for Riverside County and the construction type, that is effective ten (10) days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination.



**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: Apartment Reno Project at the Desert Rose Apts

Name of Bidder: Mark Mantle

The above named Bidder hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.**

Signature:  \_\_\_\_\_

Name (Print): Mark Mantle

Title: CEO

Date: 10/26/2021

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**  
(Housing and Community Development Act of 1968)

Project Title: Apartment Reno Project at the Desert Rose Apts Amount of Bid: \$320,000

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$200,000.**

**I. Employment Opportunities**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will:

- a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and



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- b. Forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.



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BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE

II. Subcontracting Opportunities

a. I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at www.hud.gov/section3 to review the list of certified Section 3 Businesses, within Riverside County, to be considered for available subcontracting opportunities prior to selecting any subcontractor for my bid submittal.

[Handwritten signature]

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b. I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors.

[Handwritten signature]

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Complete your Subcontracting Plan for this project below:

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	30% EMPLOYEE

\* Add additional sheets if necessary

Bidder (Company) Name: Mantle Construction Inc.

Authorized Representative (Type Name): Mark Mantle

Signature: [Handwritten signature]

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Apartment Reno Project at the Desert Rose Apts

**CERTIFICATION:**

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (*24 CFR Part 570*);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
1. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
2. If my bid is \$200,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: Mark Mantle

CONTRACTOR'S LICENSE NO.: 1044831

ADDRESS: 402 S Vicki Ln. Anaheim, Ca. 92804

AUTHORIZED REPRESENTATIVE: Ray Williams (Type Name)

SIGNATURE:  \_\_\_\_\_

DATE: 10/26/2021

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_  
Mantle Construction Inc. \_\_\_\_\_, since 7/2019 (Date).

Present business address is: 402 S Vicki Ln. Anaheim, Ca. 92804

Federal Tax ID: 833945921 Amount of Bid \$ 320,000

California Contractor's License No.: 1044831 Expiration Date: 7/31/2023

DUNS Number: 111523651 or CAGE Code: \_\_\_\_\_

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

**LIST OF SUBCONTRACTORS**

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
CRW Contracting Inc	85-1030249	20%	1440 N Harbor Blvd Ste 900 Fullerton, Ca. 92835

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**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
Home Depot.	800 N. Brookhurst st. Anaheim ca 92801	(714)533-9930
HD Supply	1044 E 4th St Santa Ana Ca.92701	(714)361-2365
Ortega Quartz	3428 Paloma St Los Angeles Ca 90011	(310)696-8346

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**This form is to be completed and submitted with the bid package.**

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

**MUST BE COMPLETED BY ALL SUBCONTRACTORS**

(Housing and Community Development Act of 1968)

Project Title: Apartment Reno Project at the Desert Rose Apts

Subcontractor: CRW Contracting

Contractor/Bidder: Mantle Construction Inc.

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all prime construction contracts over \$200,000:**

- a. I understand and agree that in the event that I am awarded a subcontract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities;



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- b. I will forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.



Initial Here

**Complete your proposed workforce plan for this project below:**

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE	Laborer			
TRADE	Laborer			
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

Subcontractor (Company) Name: CRW Contracting

Authorized Representative (Type Name): Ray Williams

Signature:  \_\_\_\_\_



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**Exhibit "D"**  
**HUD Form 5370**  
**General Conditions for Construction Contracts**  
**(behind this page)**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
  - (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

**5. Rights in Data (Ownership and Proprietary Interest)**

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

**6. Energy Efficiency**

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

**7. Disputes**

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

**8. Contract Termination; Debarment**

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

**9. Assignment of Contract**

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

**10. Certificate and Release**

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

**11. Organizational Conflicts of Interest**

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

**12. Inspection and Acceptance**

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



# General Conditions for Non-Construction Contracts

## Section II - (With Maintenance Work)

U.S. Department of Housing and Urban  
Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability.** This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 - use Sections I and II.

### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

## Section II - Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work



Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

- forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.
- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

- (c) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

#### 7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

#### 8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

**Exhibit "E"**

**Federal Prevailing Wage Decision No. CA20210025 10/29/2021 MOD 15**

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**General Decision Number: CA20210025 11/12/2021**

Superseded General Decision Number: CA20200025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS, DREDGING PROJECTS, (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS, (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

<b>Modification Number</b>	<b>Publication Date</b>
0	01/01/2021
1	01/08/2021
2	01/22/2021
3	03/05/2021
4	03/19/2021
5	04/30/2021
6	06/25/2021
7	07/23/2021
8	07/30/2021
9	08/06/2021
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15	10/29/2021
16	11/12/2021

ASBE0005-002 09/01/2021

COPY

## NOTICE OF EXEMPTION

August 24, 2021

**Project Name:** Apartment Renovation Project at Desert Rose Apartments

**Project Number:** 2021-003

**Project Location:** 24501 School Road, Ripley, CA 92225

**Description of Project:** The Housing Authority of the County of Riverside (HACR) owns, operates, and maintains the apartment complex known as the Desert Rose Apartments (Property) located at 24501 School Road, Ripley, CA 92225. Several of the Property's apartments are in need of complete renovation, typically consisting of new flooring, new cabinets and fixtures. The scope of the capital improvement will include removing the old flooring, cabinets, countertops, and fixtures and install with all new replacements. The existing use of the site will remain the same and of similar intensity. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

**Name of Public Agency Approving Project:** Housing Authority of the County of Riverside, Dept. of Housing, Homelessness Prevention and Workforce Solutions

**Name of Person or Agency Carrying Out Project:** Housing Authority of the County of Riverside

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities and Section 15061 (b) (3), General Rule Exemption.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. The existing structure here that will have some of its apartments renovated does not possess any historic significance and the project site is already developed. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The replacement of old flooring, cabinets, countertops, and fixtures with new ones will not have any effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the replacement of the existing interior fixtures, and as proposed, is minimal

DEPARTMENT OF HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS

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and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, nor any other potential physical environmental impacts. Once the replacement of the old fixtures is complete, the property will continue to operate as an apartment building. Therefore, the project meets the scope and intent of the Class 1 Exemption.

- Section 15061(b)(3) – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The replacement of already existing flooring, cabinets, countertops, and fixtures at the same physical location will not have an effect on the environment. The new fixtures will not increase any potential environmental impacts from either the replacement or installation of the new fixtures. The use and operation of the site will be substantially unchanged and will not create any new environmental impacts to the surrounding area. In fact, the renovation will improve both the existing structure and the surrounding community. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Department of Housing, Homelessness Prevention and Workforce Solutions hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed:  Date: 8/24/2021

Cindy Hui, Acting Deputy Director  
Housing Authority of the County of Riverside, HHPWS



**PERFORMANCE BOND**

(Public Work – Public Contract Code Section 20129 (b))

WHEREAS, the Housing Authority of the County of Riverside (“Owner”) on November 18, 2021, has awarded Construction Contract Number: 2021-003 (“Contract”) to the undersigned Mantle Construction, Inc., as Principal (“Principal”) to perform the work (“Work”) for the following project; Apartment Renovation Project at Desert Rose Apts., 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 20129 (b) to furnish a performance bond for the faithful performance of the Contract;

NOW THEREFORE, we, the Principal and Arch Insurance Company (“Surety”), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Owner in the penal sum of three hundred twenty thousand Dollars (\$ 320,000.00 ), this amount being not less than one hundred percent (100%) of the total sum payable by Owner under the Contract at the time the Contract is awarded by Owner 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 Owner, 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 Owner, 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.

## **PERFORMANCE BOND**

Whenever Principal shall be, and is declared by Owner to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by Owner 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 Owner 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 Owner under the Contract and any modifications thereto, less the amount previously paid by Owner to the Principal and less amounts that Owner is authorized to withhold under the terms of the Contract.

If Owner determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of Owner and applicable laws. Unless otherwise approved by Owner, 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 Owner or its successors or assigns.

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

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.



**PERFORMANCE BOND**

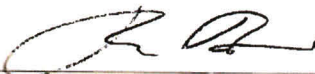
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing Owner's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

Mantle Construction, Inc.

**(Proper name of Principal)**

(Corporate Seal of Principal, if Corporation)

By:



**Signature of Principal authorized representative**

Mark Mantle, President

**Print or type authorized representative's Name**

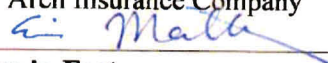
402 S Vicki Lane, Anaheim CA 92804

**Print or type Principal's Address**

(Corporate Seal of Surety)

**Surety Arch Insurance Company**

By:



**Attorney-in-Fact**

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

Eric Matlaga

**Name and Address of California Agent of Surety**

5342 Peachtree Road Suite B

Atlanta, GA 30341

(404) 532-9899

**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.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Eric Mataga of Atlanta, GA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 8<sup>th</sup> day of February, 2022

Attested and Certified

*Regan A. Shulman*

Regan A. Shulman, Secretary



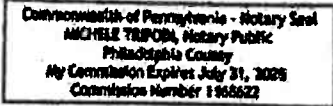
Arch Insurance Company

*Stephen C. Ruschak*

Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Michele Tripodi*

Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated February 8, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 8<sup>th</sup> day of February, 2022.

*Regan A. Shulman*

Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com)  
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

## ACKNOWLEDGMENT

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

State of Georgia  
County of Cobb )

On 2/18/2022 before me, Karina Plis  
(insert name and title of the officer)

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

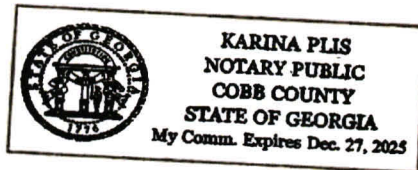
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Orange }  
On 2/22/2022 before me, Maria Castillo  
Date Here Insert Name and Title of the Officer  
personally appeared Mark Mantle  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Maria Castillo  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**PAYMENT BOND**

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

WHEREAS, the Housing Authority of the County of Riverside ("Owner") on November 18th, 2021, has awarded Construction Contract Number: 2021-003 ("Contract") to the undersigned Mantle Construction, Inc., as Principal ("Principal") to perform the work ("Work") for the following project; Apartment Renovation Project at Desert Rose Apts.

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 Arch Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto Owner in the penal sum of three hundred twenty thousand Dollars (\$ 320,000.00 ), this amount being not less than one hundred percent (100%) of the total sum payable by Owner under the Contract at the time the Contract is awarded by Owner 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 Owner, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named 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 Owner or Principal.

**PAYMENT BOND**

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 Owner's rights against the others.

Mantle Construction, Inc.  
**(Proper name of Principal)**

(Corporate Seal of Principal, if Corporation)

By:   
**Signature of Principal authorized representative**

Mark Mantle, President  
**Print or type authorized representative's Name**

402 S Vicki Lane, Anaheim CA 92804  
**Print or type Principal's Address**

(Corporate Seal of Surety)

**Surety Arch Insurance Company**  
By:   
**Attorney-in-Fact**

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

Eric Matlaga  
**Name and Address of California Agent of Surety**  
5342 Peachtree Road Suite B  
Atlanta, GA 30341  
(404) 532-9899  
**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.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Eric Matlaga of Atlanta, GA

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on December 10, 2020, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on December 10, 2020:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on December 10, 2020, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 29<sup>th</sup> day of November, 2021.

Attested and Certified

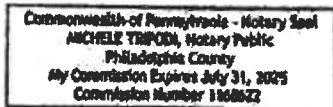
*Regan A. Shulman*  
Regan A. Shulman, Secretary



Arch Insurance Company  
*Stephen C. Ruschak*  
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS  
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Michele Tripodi*  
Michele Tripodi, Notary Public  
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated November 29, 2021 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 18th day of February, 2022.

*Regan A. Shulman*  
Regan A. Shulman, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:  
Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at [SuretyAuthentic@archinsurance.com](mailto:SuretyAuthentic@archinsurance.com). Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

## ACKNOWLEDGMENT

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

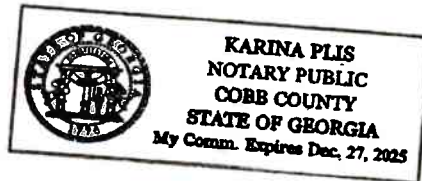
State of Georgia  
County of Cobb )

On 2/18/2022 before me, Karina Plis  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature  (Seal)



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California }  
County of Orange }

On 2/22/2022 before me, Maria Castillo  
Date Here Insert Name and Title of the Officer  
personally appeared Mark Mantle  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Maria Castillo  
Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer – Title(s): \_\_\_\_\_

Partner –  Limited  General

Individual  Attorney in Fact

Trustee  Guardian of Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/17/2021

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

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

<b>PRODUCER</b> DRD Insurance Agency 511 S Harbor Blvd Ste. B La Habra Ca 90631	<b>CONTACT NAME:</b> Dave Cacheiro <b>PHONE (A/C, No, Ext):</b> 562-448-3200 <b>E-MAIL ADDRESS:</b> dave@drdinsurance.com	<b>FAX (A/C, No):</b> 562-448-3200
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Mantle Construction Mark Mantle 402 S Vicki Ln Anaheim Ca 92804	<b>INSURER A:</b> Next Insurance US Company	<b>NAIC #</b> 16285
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Errors & Omissions GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	NXT-020122GL-00	02/01/2022	02/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Eg occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Errors & Omissions \$ 25,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	NXT-020122A-00	02/01/2022	02/01/2023	COMBINED SINGLE LIMIT (Eg accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1,000,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b> <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions - Faulty Workmanship	Y	Y	NXT-020122EO-00	02/01/2022	02/01/2023	\$25,000 per job

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

Certificate Holder is also an Additional Insured  
 Project: 2021-003: Apartment Renovation Project at Desert Rose Apts.

**CERTIFICATE HOLDER****CANCELLATION**

Housing Authority Of The County Of Riverside (HACR) 5555 Arlington Avenue Riverside Ca 92504	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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ACORD 25 (2010/05)

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## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>Mantle Construction, Inc.</b>	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. <b>402 S Vicki Ln</b>	Requester's name and address (optional)
	6 City, state, and ZIP code <b>Anaheim, CA 92804</b>	
	7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
			-			-			
OR									
<b>Employer identification number</b>									
8	3	-	3	9	4	5	9	2	1

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶ <u>8/12/21</u>
------------------	----------------------------	-----------------------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# Next Insurance US Company

**AMB #:** 023286    **NAIC #:** 16285    **FEIN #:** 822948682

## Administrative Office

975 California Avenue  
Palo Alto, California 94304  
United States

**Web:** [www.next-insurance.com](http://www.next-insurance.com)

**Phone:** 415-676-7924

[View Additional Address Information](#)

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 046934 - Next Insurance, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

## Best's Credit Ratings

### Financial Strength [View Definition](#)

**Rating (Rating Category):** A- (Excellent)

**Outlook (or Implication):** Stable

**Action:** Assigned

**Effective Date:** September 03, 2021

**Initial Rating Date:** September 03, 2021

### Long-Term Issuer Credit [View Definition](#)

**Rating (Rating Category):** a- (Excellent)

**Outlook (or Implication):** Stable

**Action:** Assigned



P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 04-23-2021

GROUP:  
POLICY NUMBER: 9249575-2021  
CERTIFICATE ID: 1  
CERTIFICATE EXPIRES: 04-23-2022  
04-23-2021/04-23-2022

CONTRACTORS STATE LICENSE BOARD  
WORKERS COMPENSATION UNIT  
PO BOX 28000  
SACRAMENTO CA 95826-0026

SC

LIC PERMIT#: 1044831  
INCEPTION DATE: 04-23-2021  
DO: SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 10 days advance written notice to the employer.

We will also give you 10 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

Authorized Representative

President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

MANTLE CONSTRUCTION, INC.  
402 S VICKI LN  
ANAHEIM CA 92804

SC



# CONTRACTORS STATE LICENSE BOARD

Pursuant to Chapter 9 of Division 3 of the Business and Professions Code and the Rules and Regulations of the Contractors State License Board, the Registrar of Contractors does hereby issue this license to:

**MANTLE CONSTRUCTION INC**

**Reassigned License Number 1044831**

to engage in the business or act in the capacity of a contractor in the following classifications:

**B - GENERAL BUILDING CONTRACTOR**

Witness my hand and seal this day,

July 30, 2019

**Issued September 25, 2018**

Reissued July 29, 2019

*Johnny Simpson*

Johnny Simpson, Board Chair

*David R. Fogg*

David R. Fogg, Registrar of Contractors

This license is the property of the Registrar of Contractors, is not transferable, and shall be returned to the Registrar upon demand when suspended, revoked, or invalidated for any reason. It becomes void if not renewed.

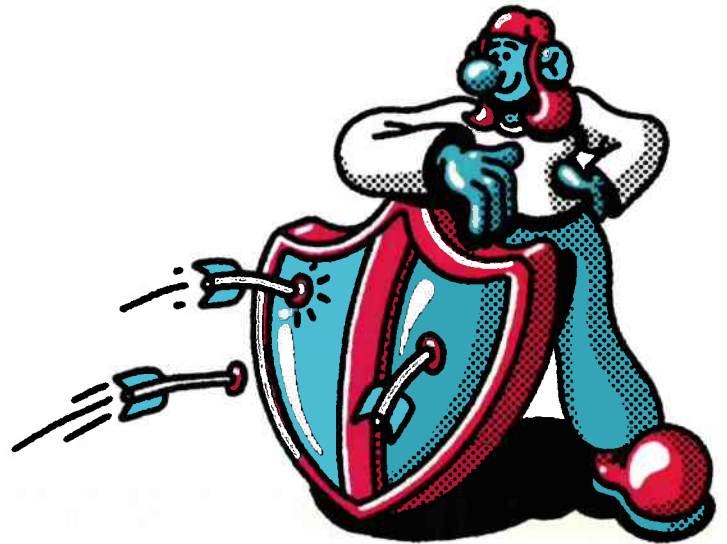


# Next

## POLICY DOCUMENTS

# HELLO!

Enclosed you will find the policy documents that make up your insurance contract. Please read through all of these documents. If you have any questions or need to update any of your information, please contact us.



### A few key insurance terms to help navigate these documents

- **Declarations:** States that your business is the named insured and specifies limits.
- **Policy:** The formal contract issued by the insurance company.
- **Endorsements:** Included "extras" in the policy.
- **Exclusions:** What is not covered in the policy.

### Need to file a claim'?

We are here to assist and protect your interests. Please report a claim as soon as an incident occurs, even if you're not at fault.

Login to the customer portal or contact support and share your details about the claim.

S [support@nextinsurance.com](mailto:support@nextinsurance.com)

(855) 222 - 5919

C=> [nextinsurance.com](http://nextinsurance.com)

@ PO Box 60787, Palo Alto, CA 94306

# SIGNATURE PAGE

In Witness Whereof, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless countersigned by our authorized representative.



---

(signature)  
Secretary



---

(signature)  
President



**STATE NATIONAL INSURANCE COMPANY, INC.**

(a stock insurance company)

1900 L Don Dodson Dr.  
Bedford, Texas 76021  
(800) 877-4567

Administered by:

Next Insurance, Inc.  
PO Box 60787  
Palo Alto, CA 94306  
(855) 222-5919

**COMMON POLICY DECLARATIONS**

**POLICY NUMBER:** NXTVQ3VYYW-00-GL

**Named Insured and Mailing Address:** Mark Mantle  
Mantle Construction  
402 S Vicki Ln  
Anaheim, CA 92804

Policy Period: From: 0 /17/2022 To: 02/17/2023  
at 12:01 AM standard time at the mailing address shown above

**DESCRIPTION OF BUSINESS:** General Contractor

**IN RETURN FOR THE PAYMENT OF PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

**THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.**

	<b>PREMIUM</b>
BOILER AND MACHINERY COVERAGE PART	\$
COMMERCIAL AUTOMOBILE COVERAGE PART	\$
COMMERCIAL CRIME COVERAGE PART	\$
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$4,075.00
COMMERCIAL INLAND MARINE COVERAGE PART	\$
COMMERCIAL PROPERTY COVERAGE PART	\$
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART	\$
FARM COVERAGE PART	\$
LIQUOR LIABILITY COVERAGE PART	\$
POLLUTION LIABILITY COVERAGE PART	\$
PROFESSIONAL LIABILITY COVERAGE PART	\$
COMMERCIAL UMBRELLA/ EXCESS COVERAGE PART	\$

**TOTAL:** \$4,075.00

Premium shown is payable: \$ \_\_\_\_\_ at inception.

# SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

Listed below are the forms and endorsements attached to this policy at the time of issue:

<u>Title</u>	<u>Form Number and Edition Date</u>
Signature Page	NXT-0001 IL 1017
Common Declarations Page	NXT-0340 BM GL 0619
Calculation Of Premium	IL 00 03 09 08
Common Policy Conditions	IL 00 17 11 98
Nuclear Energy Liability Exclusion Endorsement (Broad Form)	IL 00 21 09 08
California Changes - Cancellation and Nonrenewal	IL 02 70 09 12
California Premium Refund Disclosure Notice	IL N 177 09 12
Privacy Notice	NXT-0002 IL 0218

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALCULATION OF PREMIUM**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
COMMERCIAL INLAND MARINE COVERAGE PART  
COMMERCIAL PROPERTY COVERAGE PART  
CRIME AND FIDELITY COVERAGE PART  
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
EQUIPMENT BREAKDOWN COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The following is added:

The premium shown in the Declarations was computed based on rates in effect at the time the policy was issued. On each renewal, continuation, or anniversary of the effective date of this policy, we will compute the premium in accordance with our rates and rules then in effect.

## COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

### A. 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 nonpayment of premium; or
  - b. 30 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.

### B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

### C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

### D. Inspections And Surveys

1. We have the right to:
  - a. Make inspections and surveys at any time;
  - b. Give you reports on the conditions we find; and
  - c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
  - a. Are safe or healthful; or
  - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

### E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

### F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT**

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART  
COMMERCIAL GENERAL LIABILITY COVERAGE PART  
FARM COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**1. The insurance does not apply:**

**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

**B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**

**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

(1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

**2. As used in this endorsement:**

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a)** Any "nuclear reactor";
- (b)** Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

**(c)** Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

**(d)** Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL**

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART  
 COMMERCIAL AUTOMOBILE COVERAGE PART  
 COMMERCIAL GENERAL LIABILITY COVERAGE PART  
 COMMERCIAL INLAND MARINE COVERAGE PART  
 COMMERCIAL PROPERTY COVERAGE PART  
 CRIME AND FIDELITY COVERAGE PART  
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART  
 EQUIPMENT BREAKDOWN COVERAGE PART  
 FARM COVERAGE PART  
 LIQUOR LIABILITY COVERAGE PART  
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART  
 POLLUTION LIABILITY COVERAGE PART  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**A.** Paragraphs 2. and 3. of the **Cancellation** Common Policy Condition are replaced by the following:

**2. All Policies In Effect For 60 Days Or Less**

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1) Nonpayment of premium; or
- (2) Discovery of fraud by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

**3. All Policies In Effect For More Than 60 Days**

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2) Discovery of fraud or material misrepresentation by:
  - (a) Any insured or his or her representative in obtaining this insurance; or
  - (b) You or your representative in pursuing a claim under this policy.
- (3) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
  - (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
  - (6) A determination by the Commissioner of Insurance that the:
    - (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
    - (b) Continuation of the policy coverage would:
      - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
      - (ii) Threaten our solvency.
  - (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
  - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.

B. The following provision is added to the **Cancellation Common Policy Condition:**

**7. Residential Property**

This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
- b. We may not cancel this policy solely because the first Named Insured has:
  - (1) Accepted an offer of earthquake coverage; or
  - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.

- c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
  - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
  - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.



C. The following is added and supersedes any provisions to the contrary:

**Nonrenewal**

1. Subject to the provisions of Paragraphs C.2. and C.3. below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

**2. Residential Property**

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in b., c. and d. below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

(3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (d.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:

- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

3. We are not required to send notice of nonrenewal in the following situations:

- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph C.1.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph C.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

## CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

If you have an Equipment Breakdown policy or your policy contains an Equipment Breakdown Coverage Part, then the following premium refund calculation applies instead of that provided in the preceding paragraph. For the Equipment Breakdown policy premium or for the premium attributable to the Equipment Breakdown Coverage Part, we shall retain 25% of the unearned premium. The premium refunded to you will therefore be calculated as 75% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 75% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraphs will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.

**STATE NATIONAL INSURANCE COMPANY, INC.**

(a stock insurance company)

1900 L Don Dodson Dr.  
Bedford, Texas 76021  
(800) 877-4567

Administered by:

Next Insurance, Inc.  
PO Box 60787  
Palo Alto, CA 94306  
(855) 222-5919

**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

**CERTAIN COVERAGES IN THE POLICY MAY BE WRITTEN ON A CLAIMS-MADE BASIS.  
PLEASE READ YOUR POLICY CAREFULLY.**

**POLICY NUMBER:**NXTVQ3VYYW-00-GL

**Named Insured and Mailing Address:**Mark Mantle  
Mantle Construction  
402 S Vicki Ln  
Anaheim, CA 92804

Policy Period: From: 02/17/2022 To: 02/17/2023  
at 12:01 AM standard time at the mailing address shown above

**DESCRIPTION OF BUSINESS**

Insured is:

Individual / Sole Proprietor  Partnership/Joint Venture  
 Limited Liability Company  Trust  
 Other - Corporation

Business of Insured:

General Contractor

**LIMITS OF INSURANCE**

Each Occurrence Limit	\$ 1,000,000.00
Damages to Premises Rented to You Limit	\$ 100,000.00 Any one premises
Medical Expense Limit	\$ 10,000.00 Any one person
Personal & Advertising Injury Limit	\$ 1,000,000.00 Any one person or organization
General Aggregate Limit	\$ 1,000,000.00
Products/Completed Operations Aggregate Limit	\$ 1,000,000.00

CLASSIFICATION AND PREMIUM							
LOCATION NUMBER	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
	98304		PAYROLL	\$549.14	\$351.06		
	98305		PAYROLL	\$30.07	\$9.01		
	92338		PAYROLL	\$20.31	\$13.01		
	91340		PAYROLL	\$565.40	\$506.98		
	91342		PAYROLL	\$473.87	\$308.41		
	91341		PAYROLL	\$436.99	\$185.81		
	92451		PAYROLL	\$20.53	\$18.42		
	92478		PAYROLL	\$16.21	\$16.45		
	91746		PAYROLL	\$284.59	\$167.61		
	91583		SUBCOST	\$44.99	\$54.00		
	91585		SUBCOST	\$1.04	\$1.10		
State Tax Or Other (if applicable)						\$0.00	
TOTAL PREMIUM (SUBJECT TO AUDIT)						\$4,075.00	
PREMIUM SHOWN IS PAYABLE:						At Inception \$ _____	
						At Each Anniversary \$ _____	
						(If policy period is more than one year and premium is paid in annual installments)	
<b>AUDIT PERIOD (IF APPLICABLE)</b>							
<input checked="" type="checkbox"/> Annually _____ <input type="checkbox"/> Semi-Annually _____ <input type="checkbox"/> Quarterly _____ <input type="checkbox"/> Monthly _____							

# SCHEDULE OF POLICY FORMS AND ENDORSEMENTS

These Declarations, together with the Common Policy Conditions, and the Coverage Form(s) and endorsement(s), complete the above numbered policy.

Listed below are the forms and endorsements attached to this policy at the time of issue:

<u>Title</u>	<u>Form Number and Edition Date</u>
Commercial General Liability Declarations	NXT-0337 BM GL 0619
Commercial General Liability Coverage Form	CG 00 01 04 13
Additional Insured - Owners, Lessees or Contractors - Automatic Status	CG 20 33 04 13
When Required in Construction Agreement With You	
Exclusion - Access or Disclosure of Confidential or Personal Information and Data-Related Liability - With Limited Bodily Injury Exception	CG 21 06 05 14
Communicable Disease Exclusion	CG 21 32 05 09
Employment-Related Practices Exclusion	CG 21 47 12 07
Total Pollution Exclusion Endorsement	CG 21 49 09 99
Exclusion - Designated Ongoing Operations	CG 21 53 01 96
Limited Exclusion - Designated Operations Covered By a Consolidated (Wrap-Up) Insurance Program	CG 21 54 01 96
Fungi or Bacteria Exclusion	CG 21 67 12 04
Exclusion of Certified Acts of Terrorism	CG 21 73 01 15
Exclusion - Exterior Insulation and Finish Systems	CG 21 86 12 04
Silica or Silica-Related Dust Exclusion	CG 21 96 03 05
Exclusion - Engineers, Architects or Surveyors Professional Liability	CG 22 43 04 13
Exclusion - Damage to Work Performed by Subcontractors on Your Behalf	CG 22 94 10 01
Waiver Of Transfer Of Rights Of Recovery Against Others To Us	CG 24 04 05 09
Exclusion For Injury To Volunteer Workers	NXT-0019 BM GL 0918
Total Professional Services Exclusion	NXT-0059 BM GL 0318
Earth Movement Exclusion	NXT-0074 BM GL 0218
Prior Completed and Abandoned Work Exclusion	NXT-0075 BM GL 0218
Continuous or Progressive Injury and Damage Exclusion	NXT-0076 BM GL 0218
Cross Suits Exclusion	NXT-0077 BM GL 0218
Bodily Injury to Employees Exclusion	NXT-0078 BM GL 0218
Exclusion - Asbestos Exclusion	NXT-0080 BM GL 0218
Prior Damages Exclusion	NXT-0081 BM GL 0218
Limitation of Coverage to Business Description	NXT-0082 BM GL 0218
Blanket Additional Insured	NXT-0115 BM GL 0218
Sexually Transmitted Diseases Exclusion	NXT-0116 BM GL 0218
Unintentional E&O, Knowledge of Occurrence, Notice of Occurrence	NXT-0235 BM GL 0218
Contractor/Subcontractor Insurance Requirements	NXT-0307 BM GL 0418
Additional Insured Automatic Status	NXT-0308 BM GL 0619
Contractor Professional Liability Limited Exclusion	NXT-0312 BM GL 0218
Contractor E&O	NXT-0313 BM GL 0719
Foreign Drywall Contaminants	NXT-0314 BM GL 0218
Condominium, Townhome, Timeshare, and Tract Home Exclusion	NXT-0350 BM GL 0318
Exclusion - Lead Exclusion	NXT-0079 BM GL 0218
Non Compensatory Damages Exclusion	NXT-0083 BM GL 0218
Notice of Terrorism	NXT-0073 BM GL 0418
OFAC Notice	SNC-IL-0719-OFAC-N (SNIC)
Trade or Economic Sanctions	SNC-IL-0719-TOES-E (SNIC)

## COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

### SECTION I – COVERAGES

#### COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

##### 1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

## 2. Exclusions

This insurance does not apply to:

### a. Expected Or Intended Injury

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

### b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

### c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

### d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

### e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".



**f. Pollution**

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

**(2) Any loss, cost or expense arising out of any:**

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or**
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".**

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

**g. Aircraft, Auto Or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;**
- (2) A watercraft you do not own that is:**
  - (a) Less than 26 feet long; and**
  - (b) Not being used to carry persons or property for a charge;**
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;**
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or**

**(5) "Bodily injury" or "property damage" arising out of:**

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or**
- (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".**

**h. Mobile Equipment**

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or**
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.**

**i. War**

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;**
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or**
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.**

**j. Damage To Property**

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;**
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;**
- (3) Property loaned to you;**

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

**k. Damage To Your Product**

"Property damage" to "your product" arising out of it or any part of it.

**l. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage To Impaired Property Or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall Of Products, Work Or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

**o. Personal And Advertising Injury**

"Bodily injury" arising out of "personal and advertising injury".

**p. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**q. Recording And Distribution Of Material Or Information In Violation Of Law**

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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

## **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**

### **1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

### **2. Exclusions**

This insurance does not apply to:

#### **a. Knowing Violation Of Rights Of Another**

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

#### **b. Material Published With Knowledge Of Falsity**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

#### **c. Material Published Prior To Policy Period**

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

#### **d. Criminal Acts**

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

#### **e. Contractual Liability**

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

#### **f. Breach Of Contract**

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

#### **g. Quality Or Performance Of Goods – Failure To Conform To Statements**

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

#### **h. Wrong Description Of Prices**

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

**i. Infringement Of Copyright, Patent, Trademark Or Trade Secret**

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

**j. Insureds In Media And Internet Type Businesses**

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

**k. Electronic Chatrooms Or Bulletin Boards**

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

**l. Unauthorized Use Of Another's Name Or Product**

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

**m. Pollution**

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

**n. Pollution-related**

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**o. War**

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

**p. Recording And Distribution Of Material Or Information In Violation Of Law**

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

## COVERAGE C – MEDICAL PAYMENTS

### 1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

### 2. Exclusions

We will not pay expenses for "bodily injury":

#### a. Any Insured

To any insured, except "volunteer workers".

#### b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

#### c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

### d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

### e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

### f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

### g. Coverage A Exclusions

Excluded under Coverage A.

## SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
  - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
  - b. This insurance applies to such liability assumed by the insured;
  - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
  - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
  - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
  - f. The indemnitee:
    - (1) Agrees in writing to:
      - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
      - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
      - (c) Notify any other insurer whose coverage is available to the indemnitee; and
      - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
    - (2) Provides us with written authorization to:
      - (a) Obtain records and other information related to the "suit"; and
      - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

## SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
  - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

### SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage C;

b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage B.



3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
  - a. Damages under Coverage A; and
  - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

#### **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**

##### **1. Bankruptcy**

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

##### **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
  - (1) How, when and where the "occurrence" or offense took place;
  - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
  - (1) Immediately record the specifics of the claim or "suit" and the date received; and
  - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
  - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
  - (2) Authorize us to obtain records and other information;
  - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
  - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

##### **3. Legal Action Against Us**

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

##### a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

##### b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

##### c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

#### 5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

#### 6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**7. Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

**8. Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

**9. When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of thenonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

**SECTION V – DEFINITIONS**

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
  - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
  - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
  - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
  - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
  - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
  - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
  - c. All other parts of the world if the injury or damage arises out of:
    - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
    - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
    - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
  - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
  - b. You have failed to fulfill the terms of a contract or agreement;
 if such property can be restored to use by therepair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
  - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
  - (1) Power cranes, shovels, loaders, diggers or drills; or
  - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
  - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
  - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
  - (a) Snow removal;
  - (b) Road maintenance, but not construction or resurfacing; or
  - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
  - a. False arrest, detention or imprisonment;
  - b. Malicious prosecution;
  - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
  - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
  - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
  - f. The use of another's advertising idea in your "advertisement"; or
  - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
  - (a) When all of the work called for in your contract has been completed.
  - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
  - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

**18.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

**19.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

**20.** "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

**21.** "Your product":

- a. Means:
  - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
    - (a) You;
    - (b) Others trading under your name; or
    - (c) A person or organization whose business or assets you have acquired; and
  - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

**22.** "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
  - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
  - b. Supervisory, inspection, architectural or engineering activities.

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

2. "Bodily injury" or "property damage" occurring after:

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

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

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EXCLUSION – ACCESS OR DISCLOSURE OF  
CONFIDENTIAL OR PERSONAL INFORMATION AND  
DATA-RELATED LIABILITY – WITH  
LIMITED BODILY INJURY EXCEPTION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion 2.p. of Section I – Coverage A – Bodily Injury And Property Damage Liability is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

B. The following is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

**2. Exclusions**

This insurance does not apply to:

**Access Or Disclosure Of Confidential Or Personal Information**

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COMMUNICABLE DISEASE EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Bodily injury" or "property damage" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

B. The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Communicable Disease**

"Personal and advertising injury" arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a communicable disease;
- b. Testing for a communicable disease;
- c. Failure to prevent the spread of the disease; or
- d. Failure to report the disease to authorities.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EMPLOYMENT-RELATED PRACTICES EXCLUSION**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

"Personal and advertising injury" to:

- (1) A person arising out of any:
  - (a) Refusal to employ that person;
  - (b) Termination of that person's employment; or
  - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **TOTAL POLLUTION EXCLUSION ENDORSEMENT**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Exclusion f. under Paragraph 2., **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

#### **f. Pollution**

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
  - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effect of "pollutants"; or
  - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED ONGOING OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Description of Designated Ongoing Operation(s):**

SEE ATTACHED SCHEDULE

**Specified Location (If Applicable):**

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

**SCHEDULE OF EXCLUSIONS - DESCRIPTION OF DESIGNATED ONGOING OPERATIONS**

Abatement or remediation of asbestos, mold or other hazardous materials  
Repair or remediation of fire, water, mold or termite damage as a general contractor  
Manufacturing and/or sales to the general public of items (appliances, fixtures, supplies, millwork, cabinets, doors or windows) other than in connection with your installation, service, repair or other activities  
New homes in tracts or subdivisions of more than 10 homes (including all phases) prior to attaining a certificate of occupancy  
Work on new mobile home parks containing more than 10 spaces (including all phases)  
Apartment conversions to, or construction work involving, condominiums, town homes or time shares  
Work on railroads, gas stations, refineries, chemical plants, airports, public utilities, hospitals, nursing homes, senior housing, military housing or student dormitories  
Work that you perform under a Wrap-Up program or any operations you perform at a location at which you are covered under a Wrap-Up program  
Burglar or fire alarm systems work  
Chimney, fireplace, or furnace work, including installation, service, or repair  
Dock construction or repair  
Exterior work more than 6 feet below ground or 30 feet (3 stories) above ground  
Hot tar roofing application  
Hurricane shutter installation  
Man hole work  
Power line construction  
Refinishing of floors or furniture  
Right-of-Way clearing (removing vegetation) in proximity of power lines or pipelines  
Spray painting or any work involving a painting technique in which a device sprays coating material through the air onto a surface.  
Stand alone roofing (other than roof decking and plywood installation work done as part of new construction, add-ons or remodels)  
Structural demolition including any use of dynamite and/or wrecking balls  
Torch down roofing  
Vehicle, truck, or boat repair  
Welding activities not performed as part of plumbing or HVAC work  
Work involving sprayed or rolled insulation  
Work on pools, pool systems, pool lips, saunas, jacuzzis, ponds, or child-proof pool fences.  
Work on wooden playground equipment including tree houses

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – DESIGNATED OPERATIONS COVERED BY A CONSOLIDATED (WRAP-UP) INSURANCE PROGRAM**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Description and Location of Operation(s):**

1. ALL OPERATIONS AT LOCATIONS AT WHICH THE INSURED WAS AT ANY TIME COVERED UNDER A WRAP-UP PROGRAM; AND
2. OPERATIONS AT ANY LOCATION FOR OR RELATED TO THE INSURED'S WORK UNDER A WRAP-UP PROGRAM.

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

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard" at the location described in the Schedule of this endorsement, as a consolidated (wrap-up) insurance program has been provided by the prime contractor/project manager or owner of the construction project in which you are involved.

This exclusion applies whether or not the consolidated (wrap-up) insurance program:

- (1) Provides coverage identical to that provided by this Coverage Part;
- (2) Has limits adequate to cover all claims; or
- (3) Remains in effect.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FUNGI OR BACTERIA EXCLUSION**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

**B. The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Fungi Or Bacteria**

- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

**C. The following definition is added to the Definitions Section:**

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION OF CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
LIQUOR LIABILITY COVERAGE PART  
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART  
POLLUTION LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART  
RAILROAD PROTECTIVE LIABILITY COVERAGE PART  
UNDERGROUND STORAGE TANK POLICY

**A.** The following exclusion is added:

This insurance does not apply to:

**TERRORISM**

"Any injury or damage" arising, directly or indirectly, out of a "certified act of terrorism".

**B.** The following definitions are added:

1. For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.
2. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
  - a. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

- b. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

- C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A.** This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
  2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.
- B.** The following definition is added to the **Definitions** Section:
- "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
  2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
  3. A reinforced or unreinforced base coat;
  4. A finish coat providing surface texture to which color may be added; and
  5. Any flashing, caulking or sealant used with the system for any purpose.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

**B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:**

**2. Exclusions**

This insurance does not apply to:

**Silica Or Silica-Related Dust**

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
  - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
  2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. **Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph 2. **Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – DAMAGE TO WORK PERFORMED BY  
SUBCONTRACTORS ON YOUR BEHALF**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion I. of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

**I. Damage To Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

## 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:**

Any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement

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.**

## **EXCLUSION FOR INJURY TO VOLUNTEER WORKERS**

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

The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE, Paragraph 2. Exclusions:**

### **Injury to Volunteer Workers**

"Bodily injury" to:

- (1) A "volunteer worker" of any insured arising out of and in the course of:
  - (a) Donating work to any insured; or
  - (b) Performing duties related to the conduct of an insured's business; or
- (2) The spouse, child, parent, brother or sister of that "volunteer worker" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Regardless of in what capacity an insured may be liable; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of the Policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**TOTAL PROFESSIONAL SERVICES EXCLUSION**

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

This insurance does not apply to damages, loss, cost or expense arising out of the rendering of or failure to render any professional service, advice or instruction. This exclusion applies:

- (1) Whether such service, advice or instruction is ordinary and customary to any insured's profession; and
- (2) Regardless of whether a claim or suit is brought by any client or any other person or organization.

All other terms and conditions of the policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – EARTH MOVEMENT**

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

- A.** The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**

### **2. Exclusions**

This insurance does not apply to:

“Bodily injury”, “property damage” or “personal and advertising injury” which was directly or indirectly, based upon or contributed to in whole or in part, arising out of, resulting from, or in any matter related to “earth movement” whether or not any such “earth movement” is combined with any other causes.

- B.** The following definition is added to the **DEFINITIONS** Section:

“Earth Movement” means earthquake, land- slide, subsidence, mud flow, sinkhole, erosion, or the sinking, rising, shifting, expanding, vibrating or contracting of earth or soil, or any other movement of land, soil or earth.

All other terms and conditions of the policy remain the same.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – PRIOR COMPLETED AND ABANDONED WORK**

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

**A. The following is added to SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions:**

This insurance does not apply to:

1. "Bodily injury" or "property damage" arising out of "your work" completed or "abandoned" prior to the earliest inception of continuous coverage with us.

**B. Paragraph 16.a.(2) of SECTION V – DEFINITIONS is deleted in its entirety and replaced by the following:**

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

**C. The following is added to SECTION V – DEFINITIONS:**

"Abandoned" means a project on which you have stopped work or upon which you have not provided labor, materials or services for 60 days.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CONTINUOUS OR PROGRESSIVE INJURY AND DAMAGE**

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

**SECTION I - COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, section 1. **Insuring Agreement**, paragraph b.(3), paragraph c., and paragraph d., (1), (2), (3) are replaced by the following:

c. This insurance does not apply to any damages because of or related to “bodily injury”, “property damage”, or “personal and advertising injury”:

- (1) which first existed, or alleged to have first existed, prior to the inception of continuous coverage written with us; or
- (2) which are, or are alleged to be, in the process of taking place prior to the inception of continuous coverage written with us, even if the actual or alleged “bodily injury”, “property damage”, or “personal and advertising injury” continues during this policy period; or
- (3) which were caused, or are alleged to have been caused, by the same condition which resulted in “bodily injury”, “property damage”, or “personal and advertising injury” which first existed prior to the inception of continuous coverage written with us.

We shall have no duty to defend any insured against any loss, claim, “suit”, or other proceeding alleging damages arising out of or related to “bodily injury”, “property damage” or “personal and advertising injury” to which this endorsement applies.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – CROSS SUITS**

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

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising from claims or “suits” brought by any named insured against any other named insured.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – BODILY INJURY TO EMPLOYEES**

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

The following replaces **SECTION I – COVERAGES, Coverage A Bodily Injury and Property Damages Liability** paragraph 2. **Exclusions, exclusion e. Employer's liability**

### **e. Employer's Liability**

"Bodily Injury" to:

(1) An "employee" of any insured arising out of and in the course of:

- a. Employment by any insured; or
- b. Performing duties related to the conduct of an insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – ASBESTOS**

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

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**

“Bodily injury”, “property damage” or “personal and advertising injury” arising out of the actual, alleged, suspected or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of “asbestos”.

As used in this exclusion, “Asbestos” means the material in any form.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – PRIOR DAMAGES**

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

- A. The following exclusion is added to **SECTION I – COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, Coverage B Personal and Advertising Injury Liability**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, Coverage C Medical Payment**, paragraph 2. **Exclusions**

This insurance does not apply to:

### **Prior Damages**

“Bodily injury”, “property damage”, “personal and advertising injury” and medical payments arising out of any damage, defect, deficiency, inadequacy or dangerous condition which existed prior to the inception of the policy period shown in the Declarations of this Policy, whether visible or invisible, detected or undetected, known or unknown, to any Insured before such inception date. This exclusion shall apply whether or not the Insured’s legal obligation to pay damages in respect of such damage, defect, deficiency, inadequacy or dangerous condition was established before the inception date of this policy. This exclusion shall be applicable to all damage(s), defect(s), deficiency(ies), inadequacy(ies) or dangerous condition(s) including, but not limited to, damage, defect, deficiency, inadequacy, or dangerous condition.

“Bodily injury”, “property damage”, “personal and advertising injury” and medical payments arising out of any damage, defect, deficiency, inadequacy or dangerous condition shall be deemed to have existed as of the earliest date by which any damage occurred, irrespective of whether the Insured was aware of the existence of any such damage, and irrespective of whether such damage may have been continuous or progressive or may have been due to repeated exposure to substantially the same harmful conditions or may have become progressively worse during the period of this Policy.

- B. For purposes of this endorsement only, Insured shall include any Named Insured or Insured as defined by this Policy, their officers, directors, partners, project managers, risk managers or any person acting in similar capacities.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**LIMITATION OF COVERAGE TO BUSINESS DESCRIPTION**

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

**SCHEDULE**

**Business Description:**

Painting Contractor - Exterior Buildings and Structures Less Than 3 Stories in Height  
Interior Painting  
Drywall or Wallboard Installation and Repair  
Carpentry - Residential Construction  
Carpentry - Commercial and Industrial Construction  
Carpentry - Interior Carpentry, and Frame and Finish Carpentry Related to Repair and Remodeling  
Electrical Apparatus Installation, Service, and Repair  
Electrical Work Within Buildings  
Door, Window, or Assembled Millwork - Installation, Service, or Repair - Metal  
Non-Metal Door and Window Installation  
Contractors - Subcontracted Work - Family Dwellings  
Contractors - Subcontracted Work

**I. SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY,**

**1. Insuring Agreement, b.** is amended and the following added:

**(4)** The "bodily injury" or "property damage" is caused by or results from the business described in the Schedule.

**II. SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY,**

**1. Insuring Agreement, b.** is amended and the following added:

This insurance applies to "personal and advertising injury" caused by an offense in the course of the business described in the Schedule.

All other terms and conditions remain of the policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BLANKET ADDITIONAL INSURED**

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

**A. SECTION II - WHO IS AN INSURED** is amended to include the following as insureds:

**1. Lessor of Leased Equipment**

Any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

No such person or organization is an insured under this section:

- a. Upon expiration or termination of their contract or agreement with you for such leased equipment ends;
- b. For any "bodily injury" or "property damage" caused by an "occurrence" which takes place after expiration or termination of their contract or agreement with you; or
- c. For any "personal and advertising injury" caused by an "offense" which takes place after expiration or termination of their contract or agreement with you.

**2. Managers or Lessors of Premises**

Any person or organization from whom you lease premises when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to liability arising out of your ownership, maintenance or use of that part of the premises leased to you.

No such person or organization is an insured under this section for any:

- a. For "bodily injury" or "property damage" caused by an "occurrence" which takes place after you cease to be a tenant in that premises.
- b. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

**3. Grantor of Franchise**

Any person or organization (referred to below as grantor of a franchise) with whom you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only with respect to "bodily injury" or "property damage" arising out of " liability as grantor of a franchise to you

**B. With respect to the insurance afforded to these additional insureds, the following is added to SECTION III LIMITS OF INSURANCE:**

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

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

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

COMMERCIAL GENERAL LIABILITY

- C. With respect to the provisions of this endorsement, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph 4. **Other Insurance**:

Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **EXCLUSION – SEXUALLY TRANSMITTED DISEASES**

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

The following is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions**, and to **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**:

This insurance does not apply to:

### **Sexually Transmitted Disease**

Any claim, "suit", or cause of action arising from instances, "occurrences" or allegations involving sexually transmitted diseases, including Acquired Immune Deficiency Syndrome (AIDS).

This exclusion applies even if the claim, "suit" or cause of action against the insured alleges negligence or other wrongdoing in the:

- (1) Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a sexually transmitted disease;
- (2) Testing for a sexually transmitted disease;
- (3) Failure to prevent the spread of the sexually transmitted disease; or
- (4) Failure to report the sexually transmitted disease to the proper authorities.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**UNINTENTIONAL ERRORS AND OMISSION  
KNOWLEDGE OF OCCURRENCE  
NOTICE OF OCCURRENCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following are added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

**Unintentional Errors and Omissions**

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations intended to be covered by this Coverage Part will not invalidate or adversely affect coverage for those premises or operations. However, you must report such error or omission to us as soon as practicable after its discovery.

**Knowledge of Occurrence**

Notwithstanding any other provision(s) in this policy to the contrary, and solely as respects any loss reporting requirements under this policy, it is understood that knowledge of "occurrence" by the agent, servant, or employee of the insured or any other person shall not in itself constitute knowledge by the insured, unless the risk manager or risk management department or substantially similar position or department received notice from said agent, servant, employee or any other person.

**Notice of Occurrence**

Your rights under this coverage part will not be prejudiced if you fail to give us notice of an "occurrence", offense or claim and that failure is solely due to your reasonable belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this coverage part. However, you shall give written notice of such "occurrence", offense or claim to us as soon as you are aware that this insurance may apply to such "occurrence", offense or claim.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTOR/SUB-CONTRACTOR INSURANCE REQUIREMENTS**

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE PART**

Notwithstanding any other provision in this Coverage Part:

- A.** Coverage under this Coverage Part does not apply to an "occurrence" in which a sub-contractor is involved unless such sub-contractor:
  - 1. Is operating pursuant to a written agreement between you and the contractor or sub-contractor; and
  - 2. Has commercial general liability insurance on which you are named as an additional insured with limits equal to or exceeding the limits provided by this policy.
  
- B.** With respect to an "occurrence" in which a sub-contractor is involved and such sub-contractor:
  - 1. Is operating pursuant to a written agreement between you and the contractor or sub-contractor; and
  - 2. Has commercial general liability insurance on which you are named as an additional insured with limits equal to or exceeding the limits provided by this policy,any insurance provided by this Coverage Part shall be excess over any insurance provided to you through or by the sub-contractor.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – AUTOMATIC STATUS**

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

**SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy.

- A.** Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - 1. Your acts or omissions; or
  - 2. The acts or omissions of those acting on your behalf with respect to:
    - a. Premises you own, rent, lease, or occupy; or
    - b. Your ongoing operations performed for that insured.
- B.** The insurance afforded to such additional insured:
  - 1. Only applies to the extent permitted by law; and
  - 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- C.** The Limits of Insurance applicable to the additional insured are the lesser of those specified in:
  - 1. The written contract or agreement; or
  - 2. The Declarations for this policy, whichever is less.Such are included in, and not in addition to, the Limits of Insurance shown in the Declarations.
- D.** Regardless of whether other insurance is available to an additional insured on a primary basis, this insurance will be primary and noncontributory if a written contract between you and the additional insured specifically requires that this insurance be primary.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONTRACTORS PROFESSIONAL LIABILITY LIMITED EXCLUSION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph 2. **Exclusions** and **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2.

**Exclusions:**

1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
  - a. Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
  - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

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

Notwithstanding the foregoing, this exclusion does not apply to coverage provided under the **CONTRACTORS ERROR AND OMISSIONS COVERAGE** insuring agreement.

2. Subject to Paragraph 3. below, professional services include:
  - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
3. Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.

All other terms and conditions of the policy remain unchanged.

# CONTRACTORS ERRORS AND OMISSIONS COVERAGE

The following is added to the COMMERCIAL GENERAL LIABILITY COVERAGE FORM as indicated below:

## SCHEDULE

<b>Contractor Services:</b>	General Contractor
<b>Contractors Errors and Omissions Coverage Limit Option</b>	<ul style="list-style-type: none"> <li>• <b>Option 1</b> \$10,000.00 <span style="float: right;"><b>Per Loss</b></span></li> <li>• <b>Option 2:</b></li> </ul> <p><b>The lesser of:</b></p> <ul style="list-style-type: none"> <li>• \$ _____ ; or</li> <li>• <b>Whichever of the following applies to the Repairs:</b></li> <li>• <b>% of the Actual Original Cost if the Repairs are Performed by Someone Other than You or a Person or Organization Affiliated with You; or</b></li> <li>• <b>% of the Actual Original Cost if the Repairs are Performed by You or a Person or Organization Affiliated with You</b></li> </ul>
<b>Contractors Errors and Omissions Coverage Period:</b>	02/17/2022 to 02/17/2023
<b>Contractors Errors and Omissions Coverage Aggregate Limit:</b>	20,000.00
<b>Contractors Errors and Omissions Deductible:</b>	<ul style="list-style-type: none"> <li>• <b>Per Claim</b> \$ _____</li> <li>• <b>Per Loss</b> \$0.00</li> </ul>



A. The following is added to **SECTION I:**  
**CONTRACTORS ERRORS AND OMISSIONS COVERAGE**

**1. Insuring Agreement**

We will pay those sums that the insured becomes legally obligated to pay as "loss" because of:

- a. "Property damage" to "your work";
- b. "Property damage" to "your product"; or,
- c. "Impaired property" arising out of a defect, deficiency, inadequacy, or dangerous condition in "your product" or "your work";

to which this insurance applies. The "loss" must be caused by your "wrongful act" in rendering or failing to render Contractor Services shown in the **SCHEDULE** above to others for a fee. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" for any "loss" to which this insurance does not apply. We may, at our discretion, investigate any "loss" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this **Contractors Errors and Omissions Coverage**.

Our obligation under the **Contractors Errors and Omissions Coverage** to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above and described in section E. below as applicable to such coverage.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under section **B. Supplementary Payments** below.

**2. This insurance applies to "loss" only if:**

- a. The "loss" is caused by a "wrongful act" that takes place in the "coverage territory";
- b. The "wrongful act" occurs during the policy period;
- c. Prior to the policy period, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of a "loss" or claim, knew that the "wrongful act" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "wrongful act" occurred, then any continuation, change or resumption of such "wrongful act" during or after the policy period will be deemed to have been known prior to the policy period; and
- d. You have issued a written contract or work order prior to initiating "your work" if the "original estimated cost" of "your work" exceeds \$500.

**3. Exclusions**

**a. Architectural and Engineering Professional Liability**

Any liability arising out of the rendering of or failure to render the "professional services" whether such services are provided to others:

- (1) By you or on your behalf; or
- (2) By independent professionals you have provided or hired to provide engineering, architectural or surveying services in connection with construction work you perform.

**b. Asbestos, "Pollutants", "Fungus" and Lead**

Any liability of any nature arising out of, attributable to, or any way related to asbestos, "pollutants", "fungus" or lead in any form or transmitted in any manner, including any loss, cost, or expense arising out of any:

- (1) Request, demand, or order that any insured or others test for, monitor, clean up, remove, remediate, contain, treat, detoxify, neutralize or in any way respond to or assess the effects of asbestos, "pollutants", "fungus" or lead; or,
- (2) "Claim" or "suit" by or on behalf of any governmental authority for damages resulting from the testing for, monitoring, cleaning up, removing, remediating, containing, treating, detoxifying, neutralizing or in any way responding to or assessing the effects of asbestos, "pollutants", "fungus" or lead.

**c. Bankruptcy**

Any liability arising out of your insolvency or bankruptcy or the insolvency or bankruptcy of any person or entity for which the insured may be liable.

**d. Bodily Injury and Personal or Advertising Injury**

Any liability arising from:

- (1) "Bodily injury"; or
- (2) "Personal and advertising injury".

**e. Bridges and Dams**

Any liability in connection with:

- (1) Bridges exceeding 150 feet in length; or
- (2) Dams.

**f. Construction Materials and Tools**

- (1) Any cost or expense for additional products or materials that would not have been incurred had the correct recommendations or specifications been made;
- (2) Any material or products that have been recalled, identified as not conforming to industry safety standards, identified as illegal, banned, outlawed, identified to be in violation of statute, or not approved for sale or use in the United States of America by any industry or governmental authority or agency. This exclusion also applies to any work related to any such material or products;
- (3) Any liability arising from a decision to substitute a material or product or to deviate from a process or procedure that was specified on:
  - (a) Blueprints;
  - (b) Work orders;
  - (c) Contracts or;
  - (d) Engineering specifications; or
- (4) Any materials or tools that will be used in another project

unless there has been written authorization from us.

**g. Contractual Liability**

Any liability of others assumed by you or any other insured under any contract or agreement, whether oral or in writing.

**h. Criminal, Fraudulent and Intentional Acts**

Any liability arising out of the criminal, fraudulent and intentional acts by or at the direction of any insured.

**i. Delay**

Any liability arising from a delay in or failure related to:

- (1) The completion a contract or project; or
- (2) The completion a contract or project on time.

**j. Electronic Data**

Any liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

**k. Estimates, Financing and Legal Work**

Any liability because of an error or omission:

- (1) In the preparation of estimates of probable job costs or cost estimates being exceeded, estimates of profit or return on capital.
- (2) In advising or failing to advise on financing of the work or project.
- (3) In advising or failing to advise on any legal work, title checks, form of insurance or suretyship.

**l. Expected or Intended**

Any "loss" expected or intended from the standpoint of the insured.

**m. Exterior Insulation and Finish System**

Any liability arising out of the "exterior insulation and finish system".

**n. Intellectual Property**

Any liability which arises out of any:

- (1) Actual or alleged infringement of copyright or trademark or patent;
- (2) Unfair competition or piracy; or
- (3) Theft or wrongful taking of concepts or intellectual property.

**o. Manufacturer's Warranties**

Any liability arising out of manufacturer's warranties or guarantees, whether express or implied.

**p. Non-Monetary Damages**

All "claims" alleging, arising out of, based upon, or attributable to any proceeding whether:

- (1) Civil;
- (2) Criminal; or
- (3) Administrative

in which the relief sought is other than monetary damages, including but not limited to:

- (a) Proceedings seeking injunctive relief;
- (b) Declaratory relief;
- (c) Disgorgement;
- (d) Other equitable remedies;
- (e) Those arising out of any kind of criminal proceedings; or
- (f) Civil or criminal fines or penalties imposed by law, punitive or exemplary damage or any other type of non-compensatory damages, the multiplied portion of multiplied damages, taxes, any amount for which an insured is not financially liable, or matters which are deemed uninsurable under the law pursuant to which this coverage shall be construed.

**q. Other Coverage**

The coverage provided under this Errors and Omission Coverage shall not apply under any circumstances to the extent any "claim" hereunder is covered under a policy or endorsement or other form of coverage that provides Operations coverage, Products Liability coverage or Completed Operations coverage.

**r. Other Insured Enterprises**

- (1) Any liability arising out of services performed by or for an insured other than the **Contractor Services** shown in the **SCHEDULE** above;
- (2) Any liability arising from "claims" brought against the insured by a business enterprise (or its assignees) which is wholly or partly owned, operated or managed by any insured, or which has directly or indirectly any interest in your ownership or management.

**s. Owned or Rented Property**

Any liability arising from "property damage" to property:

- (1) Owned by;
- (2) Rented to; or
- (3) Leased to

any insured.

**t. Products**

Any liability arising from "property damage" to products that are in your physical possession.

**u. Profit**

Any liability arising from your loss of:

- (1) Profit; or
- (2) Expected profit.

**v. Property Damage**

Any liability arising from "property damage" to property other than "your product", "your work" or "impaired property"

arising out of a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work".

**w. Right of Action**

Any liability arising from "claims" or "suits" where the right of action against an insured has been relinquished or waived.

**x. Subcontracted Work**

Any liability, including liability for "property damage" to "your work", "your product" or "impaired property", arising out of work that was performed on your behalf by a subcontractor or any person or organization other than an insured.

**y. Undamaged Property**

Any liability, cost or expense arising out of "your work" or "your product" that does not constitute "property damage".

**z. Your Work Not Completed**

Any liability arising out of "your work" or "your product" before you have completed "your work". "Your work" will be deemed completed at the earliest of the following times:

- (1) When all the work called for in your contract or work order has been completed;
- (2) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, partial repair or replacement, but which is otherwise complete, will be treated as completed.

**B. SUPPLEMENTARY PAYMENTS - CONTRACTORS ERRORS AND OMISSIONS COVERAGE**

We will pay, with respect to any "claim" we investigate or settle, or any "suit" against an insured we defend until our limit of liability is exhausted by payment of "loss":

1. All expenses we incur in the defense of any "claim" or "suit" covered hereunder.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by any insured at our request to assist us in the investigation or defense of the "claim" or "suit" including actual loss of earnings up to \$250 a day due to time off from work.
4. All court costs taxed against an insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against an insured.
5. Prejudgment interest awarded against an insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

**C. The following is added to SECTION II – WHO IS AN INSURED, paragraph 3.:**

- a. **Contractors Errors and Omissions Coverage** does not apply to "wrongful acts":
  - (1) That were committed or existed before you acquired or formed the organization; or
  - (2) That are committed by the newly acquired or formed organization if it is not engaged in providing the **Contractor Services** described in the **SCHEDULE** above.

**D. SECTION III LIMITS OF INSURANCE, paragraphs 1. and 2. are replaced by the following:**

1. The Coverage Limits of Insurance shown in the Schedule above and the rules below are the most we will pay for any "loss" regardless of the number of:
  - a. Insureds;

- b. "Claims" made or "suits brought;
  - c. Persons or organizations making "claims" or bringing "suits"; or
  - d. "Wrongful acts".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under **COVERAGE C**;
  - b. Damages under **COVERAGE A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard";
  - c. Damages under **COVERAGE B**; and
  - d. "Losses" under **CONTRACTORS ERRORS AND OMISSIONS COVERAGE**.

**E. The following are added to SECTION III LIMITS OF INSURANCE**

- 1. Subject to General Aggregate Limit, the Contractors Errors and Omissions Coverage Aggregate Limit is the most we will pay for the sum of all "losses" under **CONTRACTORS ERRORS AND OMISSIONS COVERAGE**.
- 2. Subject to the Contractors Errors and Omissions Coverage Aggregate Limit above, the Contractors Errors and Omissions Coverage Limit Option shown in the **SCHEDULE** above is the most we will pay as the result of any one "loss".

Any "claim" or aggregation of "claims" resulting from any one "wrongful act" will be considered one "loss".

**3. Deductible**

- a. You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
  - (1) **PER CLAIM BASIS.** If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies to all damages sustained by any one person because of "property damage" as the result of any one "loss". With respect to "property damage", person includes an organization.
  - (2) **PER LOSS BASIS.** If the deductible amount indicated in the Schedule above is on a "per loss" basis, that deductible amount applies to all damages because of "property damage" as the result of any one "loss", regardless of the number of persons or organizations who sustain damages because of that "loss".
- b. The terms of this insurance, including those with respect to:
  - (1) Our right and duty to defend the insured against any "suits" seeking those damages; and
  - (2) Your duties in the event of an "loss", claim, or "suit"

apply irrespective of the application of the deductible amount.

- c. We may pay any part or all the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

**F. With respect to Contractors Errors and Omissions Coverage, SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, paragraph 4. Other Insurance, b. Excess Insurance is replaced by the following:**

**b. Excess Insurance**

- (1) This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the **Contractors Errors and Omissions Coverage Period** shown in the **SCHEDULE** above and applies to "property damage".
- (2) When this insurance is excess, we will have no duty to defend an insured against any "suit" if any other insurer has a duty to defend such insured against that "suit". If no other insurer defends, we will undertake such defense, but we will be entitled to your rights against any other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
  - (a) The total amount that all such other insurance would pay for the loss in the absence of this

insurance; plus

(b) The total of any deductible and self-insured amounts underlying all such insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the applicable limits of insurance shown in the **SCHEDULE** above. The method of sharing shall be as described in paragraph 3 below.

**G. With respect to Contractors Errors and Omissions Coverage, the following definitions replace their counterparts in SECTION V – DEFINITIONS:**

1. "Coverage territory" means anywhere in the world, provided the "claim" or "suit" is brought against an insured within the United States of America, its territories or possessions or Canada.
2. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because it incorporates "your product" or "your work" that is found to be defective, deficient, inadequate or dangerous but only if such "impaired property" can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work".

"Impaired property" does not include property that is impaired due to:

- a. You or anyone acting on your behalf knowingly failing to fulfill the terms of a contract or agreement; or
  - b. The result of sudden and accidental physical injury to "your product" or "your work".
3. "Your product"
- a. Means:
    - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
      - (a) You;
      - (b) Others trading under your name; or
      - (c) A person or organization whose business or assets you have acquired; and
    - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products; but
  - b. Does not include:
    - (1) Vending machines or other property rented to or located for the use of others but not sold; or
    - (2) Either:
      - (a) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; or
      - (b) The providing of or failure to provide warnings or instructions.
4. "Your work" means:
- a. Means:
    - (1) Work or operations performed by you or on your behalf; and
    - (2) Materials, parts or equipment furnished in connection with such work or operations; but
  - b. Does not include:
    - (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; or
    - (2) The providing of or failure to provide warnings or instructions.

**H. With respect to Contractors Errors and Omissions Coverage, the following definitions are added to SECTION V – DEFINITIONS.**

1. "Actual original cost" means the original amount paid to the insured for the work completed. In the event that the customer does not pay any amount to the insured for the work done, "actual original cost" means the total cost that the insured has quoted to the customer for the completion of "your work".

The "actual original cost" includes any materials that are included in the amount paid to or quoted by the insured for the job.

2. "Claim" means a written demand or "suit" which seeks monetary damages for:
  - a. "Property damage" to "your product";

- b. "Property damage" to "your work"; or
  - c. "Property damage" to "impaired property" arising out of a defect, deficiency, inadequacy or dangerous condition in "your product" or "your work".
3. "Electronic data" means information, facts or programs:
- a. Stored as or on;
  - b. Created or used on; or
  - c. Transmitted to or from;

computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 4. "Exterior insulation and finishing system" means a type of building exterior wall cladding system that provides exterior walls with an insulated finished surface and waterproofing in an integrated composite material system.
- 5. "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- 6. "Interrelated wrongful acts" means all "wrongful acts" related to a specific job or project for a specific customer at a specific location or premises that contributed to a covered "claim".
- 7. "Loss(es)" means monetary amounts to which this insurance applies and which you are legally obligated to pay for judgments and settlements.

However, "loss" shall not include:

- a. Civil or criminal fines or penalties imposed by law;
  - b. Any amounts for which you are not financially liable or for which there is no legal recourse against you;
  - c. The costs and expenses of complying with any injunctive or other form of equitable relief;
  - d. Punitive or exemplary damages, the multiplied portion of multiplied damages; or
  - e. Matters which may be deemed uninsurable under the law.
8. "Original estimated cost" means the total cost that you have quoted to the customer for completion of "your work". The "original estimated cost" includes any materials that are included in the amount paid to the insured for the job.
9. "Professional services" means:
- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
  - b. Supervisory or inspection activities performed as part of any related architectural or engineering activities.
10. "Wrongful Act" means any actual or alleged negligent act, error or omission resulting in "property damage", arising out of the performance of Contractor Services shown in the **SCHEDULE** above.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **FOREIGN DRYWALL CONTAMINANTS EXCLUSION**

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

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. Exclusions and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. Exclusions

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of, resulting from, caused by, or contributed to by the discharge, dispersal, seepage, migration, release, escape, inhalation, ingestion, existence, or presence of one or more "foreign drywall contaminants" at any time. This exclusion only applies if the injury and/or damage is caused by, or is a result of, the emission of fumes, odors, vapors, and/or leaching of substances from building materials, drywall or drywall components.
2. Any damages or any loss, cost or expense arising out any (i) claim or suit by or on behalf of any governmental authority or any other alleged responsible party, or because of (ii) request, demand, order or statutory or regulatory requirement that any insured or any other person or entity should be responsible for:
  - a. Assessing the presence, absence or amount or effects of "foreign drywall contaminants";
  - b. Identifying, sampling or testing for, detecting, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, abating, disposing of or mitigating "foreign drywall contaminants".
3. Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with any of the subsections above; or
4. Any obligation to share damages with or repay someone else in connection with any of the subsections above.

As used in this exclusion, "Foreign drywall contaminants" are described as chemicals or compounds that can be in a solid, liquid or gaseous form. They can be contained in or applied to certain drywall (also known as gypsum board, plasterboard, sheetrock and wallboard) or drywall components. They also can be found or created when such drywall or drywall components come into contact with other elements. They allegedly or actually cause damage to property, corrode materials, emit noxious odors, cause health problems and/or otherwise act as a contaminant or irritant. They include but are not limited to, the following: butanethial, carbon disulfide, carbonyl sulfide, hydrogen sulfide, mercaptan, methylthio pyridine, sulfuric acid, sulfurous acid, sulfur dioxide and strontium sulfide. This includes drywall manufactured anywhere other than the United States of America (including its territories and possessions), Puerto Rico and Canada.

All other terms and conditions of the policy remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **CONDOMINIUM, TOWNHOME, TIMESHARE AND TRACT HOME EXCLUSION**

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

The following is added to **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGES LIABILITY**, paragraph 2. Exclusions and to **SECTION I - COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. Exclusions

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the construction of:

- (1) "Condominiums" or "townhomes";
- (2) Any location which has been or becomes converted into "condominiums" or "townhomes", regardless of whether:
  - (a) Any insured had involvement in the conversion;
  - (b) Any insured had knowledge of the conversion;
  - (c) The conversion is prior to or subsequent to any insured's work at the location.
- (3) Timeshare developments; or
- (4) Any project or location on which more than 10 houses have been built or are in any stage of development, planning, or construction.

This exclusion does not apply to:

- (1) Non-structural remodeling within one unit on a premises or in a building described in paragraphs 1, 2, or 3 above; or
- (2) Remodeling or additions to a single house in a development described in paragraph 4. above; or
- (3) Maintenance, service, or non-structural repairs to common areas of a completed and occupied development or project.

As used in this exclusion, "condominiums" and "townhomes" mean a unit of residential real property in a multi-unit residential building or project where each unit is separately owned and titled.

All other terms and conditions of the policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### EXCLUSION – LEAD

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

The following is added to **SECTION I - COVERAGES, Coverage A Bodily Injury and Property Damages Liability**, paragraph 2. **Exclusions** and to **SECTION I – COVERAGES, COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, paragraph 2. **Exclusions**

“Bodily injury” or “property damage” or “personal and advertising injury” arising out of the actual, alleged, suspected or threatened ingestion of, inhalation of, contact with, exposure to, existence of, or presence of “lead”

As used in this exclusion, “Lead” means the element in any form.

All other terms and conditions of the policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**EXCLUSION – NON-COMPENSATORY DAMAGES**

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

**SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

**PUNITIVE DAMAGES**

This insurance does not apply to any claim for or awards of non-compensatory damages, including, but not limited to:

1. Punitive, exemplary or multiple damages;
2. Equitable or non-pecuniary relief; or
3. Fines, penalties, court imposed sanctions, return or restitution of legal fees, costs or other expenses associated with such awards.

All other terms and conditions of the policy remain unchanged.

**POLICYHOLDER DISCLOSURE**

**NOTICE OF TERRORISM INSURANCE COVERAGE**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

**Acceptance or Rejection of Terrorism Risk Insurance Coverage**

<input type="checkbox"/>	I hereby elect to purchase terrorism coverage for a prospective premium of \$ 74.58
<input checked="" type="checkbox"/>	I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand I will have no coverage for losses resulting from certified acts of terrorism.

\_\_\_\_\_  
Policyholder/Applicant's Signature  
Mark Mantle  
\_\_\_\_\_  
Print Name  
02/17/2022  
\_\_\_\_\_  
Date

State National Insurance Company, Inc.  
\_\_\_\_\_  
Insurance Company  
NXTVQ3VYYW-00-GL  
\_\_\_\_\_  
Policy Number

# State National Insurance Company, Inc.

## Policy Holder Privacy Statement

As a policyholder of State National Insurance Company, Inc., you may remember that you purchased your State National Insurance Company, Inc. policy from an insurance agent. Please understand that the agent from whom you purchased your State National Insurance Company, Inc. policy is not affiliated with State National Insurance Company, Inc., but rather is a separate legal entity. In the process of purchasing your State National Insurance Company, Inc. policy, you may have provided your insurance agent with various information, including nonpublic personal information about yourself. You did not provide any such information directly to State National Insurance Company, Inc., but on occasion we may receive such information from your insurance agent. This statement is intended to explain and disclose State National Insurance Company, Inc.'s policies and practices regarding the collection, disclosure and protection of such information.

State National Insurance Company, Inc. will provide customers like yourself with a copy of our privacy policy at the beginning of our relationship and annually thereafter, unless and until our relationship ends. As our products and services continue to evolve, it may be necessary to review and revise our privacy policies, in which case we will provide you with an updated privacy notice.

### I. Financial Information Collected.

During the ordinary course of our business, State National Insurance Company, Inc. may – as explained above – collect information about you from the following sources:

- Information the insurance agent receives from you on applications or other forms;
- Information about your transactions (including claims) with us, our affiliates and others; and
- Information we receive from other agents, brokers, administrators, insurance support agencies, legal counsel, consumer reporting agencies and government reporting agencies.

### II. Financial Information Disclosed.

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

### III. Parties To Whom Information is Disclosed.

We do not disclose any information about our customers or former customers to anyone, except as permitted by law to service your business.

### IV. Confidentiality and Security of Information.

We restrict access to information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards to guard your information.

V. Access to and Correction of Your Information.

You may write to us if you have any questions about the information that we may have in our records about you. We will respond within 30 business days from the date such request is received to your inquiry. If you wish, you may review this information in person or receive a copy at a reasonable charge. You can notify us in writing if you believe any information should be corrected, amended, or deleted and we will review your request. We will either make the requested change or explain why we did not do so. If we do not make the requested change, you may submit a short written statement identifying the disputed information, which will be included in all future disclosures of your information.

We value your business. This statement is for your information. No response is necessary.



Secretary



President

INTERLINE

## STATE NATIONAL INSURANCE COMPANY, INC.

### U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

INTERLINE

## **STATE NATIONAL INSURANCE COMPANY, INC.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

### **TRADE OR ECONOMIC SANCTIONS**

The following is added to this policy:

#### **Trade Or Economic Sanctions**

This insurance does not provide any coverage, and we (the Company) shall not make payment of any claim or provide any benefit hereunder, to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose us (the Company) to a violation of any applicable trade or economic sanctions, laws or regulations, including but not limited, to those administered and enforced by the United States Treasury Department's Office of Foreign Assets Control (OFAC).

All other terms and conditions remain unchanged.

SNC-IL-0719-TOES-E



1 **APARTMENT RENOVATION CONTRACT**  
2 **BY AND BETWEEN**  
3 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
4 **AND MANTLE CONSTRUCTION, INC.**  
5 **FOR THE**  
6 **APARTMENT RENOVATION PROJECT AT DESERT ROSE APTS.**  
7

8 This Renovation Contract ("Contract") is made by and between the **Housing Authority of the County of**  
9 **Riverside**, a public entity, corporate and politic, hereinafter referred to as "AUTHORITY", or "HACR",  
10 and **Mantle Construction, Inc.**, a California corporation, hereinafter referred to as "CONTRACTOR".  
11 AUTHORITY and CONTRACTOR are collectively referred to herein as the "Parties".

12 **RECITALS**

- 13 A. This Contract pertains to that certain real property owned by AUTHORITY located at  
14 24501 School Road, Ripley, CA 92225, in the County of Riverside, hereinafter referred to  
15 as the "Property";
- 16 B. The term "PROJECT" includes the performance, as set forth in the Contract Documents  
17 (defined in Section 1.1. below), by the CONTRACTOR, of all work or improvements on,  
18 in and about the Property; and
- 19 C. AUTHORITY desires that the CONTRACTOR complete the PROJECT on the terms and  
20 conditions hereinafter set forth, and CONTRACTOR agrees to perform the work to  
21 complete said PROJECT on the terms and conditions set forth below.

22 NOW, THEREFORE, the AUTHORITY and CONTRACTOR, for the consideration set forth  
23 herein, mutually agree as follows:  
24

25 **ARTICLE 1**  
26 **THE RENOVATION CONTRACT**  
27

MAR 22 2022 10.1

1 1.1 The Contract Documents means and includes, without limitation, all of the following which are  
2 incorporated herein by this reference and are made a part of this Contract as if fully set forth herein. The  
3 Contract Documents consist of the following component parts:

4 1.1.1 The Scope of Work, attached hereto as Exhibit A and incorporated herein by this reference;

5 1.1.2 CONTRACTOR'S Form of Bid submitted to AUTHORITY on November 2<sup>nd</sup>, 2021,  
6 attached hereto as Exhibit B and incorporated herein by this reference;

7 1.1.3 The Special Federal Provisions for CDBG Projects, attached hereto as Exhibit C and  
8 incorporated herein by this reference;

9 1.1.4 Form HUD-5370-C General Conditions for Non-Construction Contracts – Public Housing  
10 Programs, attached hereto as Exhibit D and incorporated herein by this reference; and

11 1.1.5 Federal Prevailing Wage Decision Number CA20210025 10/29/21 Mod. 15 attached hereto  
12 as Exhibit E and incorporated herein by this reference.

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14  
15 **ARTICLE 2**

16 **STATEMENT OF PROJECT WORK**

17 2.1 Scope of Work

18 CONTRACTOR shall furnish all labor, material, equipment, and services and perform and complete all  
19 Work for the PROJECT identified as the **Apartment Renovation Project at Desert Rose Apartments**,  
20 for the AUTHORITY. CONTRACTOR shall perform all services Monday – Friday, 7:30 a.m. to 5:30 p.m.

21 2.1.1. The full Scope of Work is described in the Contract Documents and more specifically  
22 in Exhibit A, as well as in the approved plans and specifications.

23 2.1.2 All such Work shall be done in strict accordance with the Contract, specifications, and  
24 addenda thereto and the plans and drawings included therein, all as prepared by the  
25 AUTHORITY.

26 2.2 Site Conditions

1 Data provided in the specifications and drawings are believed to depict the conditions to be encountered by  
2 the CONTRACTOR, but the AUTHORITY does not guarantee such data as being all-inclusive or complete  
3 in every respect. Nothing contained herein shall relieve CONTRACTOR from making any and all  
4 investigations he/she may deem necessary to apprise him/herself of the Work. CONTRACTOR'S  
5 submission of its bid and execution of the Contract constitutes its representation, acknowledgement and  
6 agreement that it had sufficient time, access and opportunity prior to the bid closing to conduct a careful  
7 and thorough examination, to its satisfaction of: the Contract Documents, and other information provided  
8 by AUTHORITY prior to bid closing concerning the PROJECT, site or existing improvements; the visible  
9 conditions at the site and its surroundings, visible conditions of existing improvements and their existing  
10 uses, and local conditions in the vicinity of the site; the status of any construction at the site concurrently  
11 under construction; and all information concerning visible and concealed conditions above and below the  
12 surface of the ground at the site and in existing improvements, including without limitation, surveys, reports,  
13 data, as-built drawings of existing improvements and utility sources, that was either provided by  
14 AUTHORITY to CONTRACTOR or was reasonably available to CONTRACTOR for review in the public  
15 records.

### 17 ARTICLE 3

#### 18 TIME OF COMMENCEMENT AND COMPLETION

##### 19 3.1 Time for Completion

20 The Work, as defined in the General Conditions, to be performed under this Contract shall commence within  
21 ten (10) days after a Notice to Proceed is received by the CONTRACTOR, or on the date specified in the  
22 Notice, whichever is later, and shall be completed within **forty-five (45) days** following the said date. Time  
23 is of the essence under this Contract as to each provision in which time of performance is a factor.

##### 24 3.2 Liquidated Damages

25 3.2.1 If the CONTRACTOR fails to complete the PROJECT within the time specified in the  
26 Contract, or any extension, as specified in HUD Form 5370, attached hereto as Exhibit D, the  
27 CONTRACTOR shall pay to the AUTHORITY as liquidated damages, the sum of **three hundred (\$300)**

1 **dollars** for each day of delay. If different completion dates are specified in the contract for separate parts  
2 or stages of the Work, the amount of liquidated damages shall be assessed on those parts or stages which  
3 are delayed. To the extent that the CONTRACTOR'S delay or nonperformance is excused under another  
4 clause in this Contract, liquidated damages shall not be due the AUTHORITY. The CONTRACTOR  
5 remains liable for damages caused other than by delay.

6 3.2.2 If the AUTHORITY terminates the CONTRACTOR'S right to proceed, the resulting  
7 damage will consist of liquidated damages until such reasonable time as may be required for final  
8 completion of the PROJECT together with any increased costs occasioned the AUTHORITY in completing  
9 the PROJECT.

10 3.2.3 If the AUTHORITY does not terminate the CONTRACTOR'S right to proceed, the resulting  
11 damage will consist of liquidated damages until the PROJECT is completed or accepted.

#### 12 13 **ARTICLE 4**

#### 14 **CONTRACT SUM**

15 4.1 The AUTHORITY shall provide to the CONTRACTOR for the performance of the Work, subject  
16 to the additions and/or deductions by Change Order(s) as provided in the Contract, the sum of **Three**  
17 **Hundred Twenty Thousand Dollars (\$320,000.00)**, including all expenses ("Contract Sum"). The  
18 CONTRACTOR exceeds the contract sum amount at their own risk. The CONTRACTOR is under no  
19 obligation to provide additional services that would cause the CONTRACTOR'S fees to exceed the Contract  
20 Sum without prior revision of this amount by written change order.

21 4.2 The Contract Sum set forth herein includes the payment by CONTRACTOR of all sales and use  
22 taxes required by local codes, or any existing law or any other law which may hereafter be adopted by  
23 federal, state or governmental authority, taxing the materials, services required or labor furnished, and of  
24 any other tax levied by reason of the Work to be performed hereunder.

25 4.3 The Contract Sum is not subject to escalation, the CONTRACTOR having satisfied themselves that  
26 the Contract Sum includes all labor and material increases anticipated throughout the duration of this  
27 Contract.

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**ARTICLE 5**  
**PROGRESS PAYMENTS**

5.1 Based upon applications for payment submitted by the CONTRACTOR to the AUTHORITY, and certificates for payment issued by the Architect/Consultant, if any, the AUTHORITY shall make progress payments on account of the Contract Sum to the CONTRACTOR, as provided in the General Conditions of the Construction Documents.

5.2 AUTHORITY shall promptly review applications for payment and provide its approval or disapproval, in whole or in part, within fifteen (15) calendar days after receipt of an application for payment requesting progress payment. Approved applications for progress payments will be paid by the 30<sup>th</sup> day of each month, provided that the application for payment has been submitted to the AUTHORITY on or before the first working day of the month.

**ARTICLE 6**  
**INDEMNIFICATION AND HOLD HARMLESS**

6.1 CONTRACTOR shall indemnify and hold harmless the AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Commissioners, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, including but not limited to property damage, bodily injury or death, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Contract. CONTRACTOR shall defend at its sole expense and pay all costs and fees, including but not limited to, attorney fees, costs of investigation, defense and settlements or awards, on behalf of the Indemnitees, in any claim or action based upon such services.

6.2 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 choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AUTHORITY;

1 provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or  
2 circumscribes CONTRACTOR'S indemnification to the Indemnitees as set forth herein.

3 6.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided  
4 AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any liability for the action  
5 or claim involved.

6 6.4 The specified insurance limits required in this Construction Contract shall in no way limit or  
7 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from  
8 third party claims. CONTRACTOR'S indemnification and hold harmless obligations set forth herein shall  
9 survive the termination and expiration of this Contract.

10 6.5 In the event there is a conflict between this clause and California Civil Code Section 2782, this  
11 clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the  
12 CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law.

13  
14 **ARTICLE 7**

15 **INSURANCE**

16 7.1 Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the  
17 AUTHORITY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole  
18 cost and expense, the following insurance coverages during the term of this Contract. As respects to the  
19 insurance section only, the AUTHORITY herein refers to the Housing Authority of the County of Riverside,  
20 County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors,  
21 officers, Board of Commissioners, Board of Supervisors, employees, elected or appointed officials, and  
22 agents or representatives as Additional Insureds.

23 7.1.1. Workers' Compensation:

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

3           7.1.2 Commercial General Liability:

4 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
5 unmodified contractual liability, products and completed operations liability, personal and advertising  
6 injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S  
7 performance of its obligations hereunder. Policy shall name the AUTHORITY as Additional Insured.  
8 Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such  
9 insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two  
10 (2) times the occurrence limit.

11           7.1.3 Vehicle Liability:

12 If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then  
13 CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in  
14 an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a  
15 general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
16 occurrence limit. Policy shall name the AUTHORITY as Additional Insured.

17           7.1.4 General Insurance Provisions - All lines:

- 18           1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State  
19           of California and have an AM BEST rating of not less than A: VIII (A:8) unless such  
20           requirements are waived, in writing, by the County of Riverside's Risk Manager. If the  
21           County's Risk Manager waives a requirement for a particular insurer such waiver is only  
22           valid for that specific insurer and only for one policy term.
- 23           2) The CONTRACTOR must declare its insurance self-insured retention for each coverage  
24           required herein. If any such self-insured retention exceeds \$500,000 per occurrence each  
25           such retention shall have the prior written consent of the County Risk Manager before the  
26           commencement of operations under this Contract. Upon notification of self-insured retention  
27           unacceptable to the AUTHORITY, and at the election of the County's Risk Manager,  
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1 CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as  
2 respects this Contract with the AUTHORITY, or 2) procure a bond which guarantees  
3 payment of losses and related investigations, claims administration, and defense costs and  
4 expenses.

5 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the  
6 AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and  
7 certified original copies of Endorsements effecting coverage as required herein, and 2) if  
8 requested to do so orally or in writing by the County Risk Manager, provide original  
9 Certified copies of policies including all Endorsements and all attachments thereto, showing  
10 such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance  
11 shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall  
12 be given to the AUTHORITY prior to any material modification, cancellation, expiration or  
13 reduction in coverage of such insurance. In the event of a material modification, cancellation,  
14 expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the  
15 AUTHORITY receives, prior to such effective date, another properly executed original  
16 Certificate of Insurance and original copies of endorsements or certified original policies,  
17 including all endorsements and attachments thereto evidencing coverage's set forth herein  
18 and the insurance required herein is in full force and effect. CONTRACTOR shall not  
19 commence operations until the AUTHORITY has been furnished original Certificate (s) of  
20 Insurance and certified original copies of endorsements and if requested, certified original  
21 policies of insurance including all endorsements and any and all other attachments as  
22 required in this Section, showing that such insurance is in full force and effect. An individual  
23 authorized by the insurance carrier to do so on its behalf shall sign the original endorsements  
24 for each policy and the Certificate of Insurance.

25 4) It is understood and agreed to by the Parties hereto that the CONTRACTOR'S insurance shall  
26 be construed as primary insurance, and the AUTHORITY'S insurance and/or deductibles  
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1 and/or self-insured retentions or self-insured programs shall not be construed as  
2 contributory.

- 3 5) If, during the term of this Contract or any extension thereof, there is a material change in the  
4 scope of services; or, there is a material change in the equipment to be used in the  
5 performance of the Scope of Work; or, the term of this Contract, including any extensions  
6 thereof, exceeds five (5) years; the AUTHORITY reserves the right to adjust the types of  
7 insurance and the monetary limits of liability required under this Construction Contract, if  
8 in the County Risk Manager's reasonable judgment, the amount or type of insurance carried  
9 by the CONTRACTOR has become inadequate.
- 10 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of  
11 subcontractors working under this Contract.
- 12 7) The insurance requirements contained in this Contract may be met with a program(s) of self-  
13 insurance acceptable to the AUTHORITY.
- 14 8) CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any incident  
15 or event that may give rise to a claim arising from this Contract.

16  
17 **ARTICLE 8**

18 **PROJECT CLOSEOUT**

19 8.1 Prior to occupancy of any dwelling unit, building, or completion of the PROJECT, AUTHORITY  
20 shall receive a certificate from CONTRACTOR that PROJECT is ready for occupancy or use and shall  
21 cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the work,  
22 including all phases thereof, is finally completed, and all requirements of this Contract have been satisfied.  
23 AUTHORITY shall cause the Notice of Completion to be recorded in the office of the County Recorder.

24 8.2 In addition to all other requirements, a Notice of Completion shall be issued only when the  
25 AUTHORITY has received the following:

- 26 1. A Certificate of Completion executed by the AUTHORITY.
- 27



1 9.1.2 Copeland "Anti-Kickback Act". For all construction or repair contracts awarded by the  
2 AUTHORITY, CONTRACTOR shall comply with the with the Copeland "Anti-Kickback" Act (40  
3 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and  
4 Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from  
5 the United States") ("Copeland Anti-Kickback Act"). The Copeland Anti-Kick Back Act provides that  
6 each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in  
7 the construction, completion, or repair of public work, to give up any part of the compensation to which  
8 he or she is otherwise entitled.

9 9.1.3 Reserved

10 9.1.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable,  
11 all contracts awarded by AUTHORITY in excess of \$100,000 that involve the employment of mechanics  
12 or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by  
13 Department of Labor regulations (29 CFR Part 5) ("Contract Work Hours and Safety Standards Act").  
14 Under 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, Contractor shall compute  
15 the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in  
16 excess of the standard work week is permissible provided that the worker is compensated at a rate of not  
17 less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work  
18 week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer  
19 or mechanic must be required to work in surroundings or under working conditions which are unsanitary,  
20 hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or  
21 articles ordinarily available on the open market, or contracts for transportation or transmission of  
22 intelligence.

23 9.1.5 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33  
24 U.S.C. 1251-1387), as amended. For all contracts in excess of \$150,000, the CONTRACTOR shall  
25 comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42  
26 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

1 Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental  
2 Protection Agency (EPA).

3 9.1.6 Energy Policy and Conservation Act. The CONTRACTOR hereby agrees to comply with  
4 all mandatory standards and policies relating to energy efficiency, which are contained in the state energy  
5 conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89  
6 Stat. 781).

7 9.1.7 Labor Code Section 1861 Certification. By signing Contract below, CONTRACTOR  
8 certifies that s/he/it is aware of the provisions of Section 3700 of the California Labor Code which require  
9 every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in  
10 accordance with the provisions of the California Labor Code, and that s/he/it will comply with such  
11 provisions before commencing the performance of the Work.

12 9.1.8 Government Standards. It is the responsibility of the CONTRACTOR to ensure that all  
13 items and services provided conform to all local, State and Federal law concerning safety (CalOSHA) and  
14 environmental control (EPA and Riverside County Pollution Regulations) and any other enacted  
15 ordinance, code, law or regulation. The CONTRACTOR shall be responsible for all costs incurred for  
16 compliance with any such possible ordinance, code, law or regulation. No time extensions shall be  
17 granted or financial consideration given to the CONTRACTOR for time or monies lost due to violations  
18 of any such ordinance, code, law or regulations that may occur.

19 9.1.9 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an  
20 award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it  
21 will not and has not used Federal appropriated funds to pay any person or organization for influencing or  
22 attempting to influence an officer or employee of any agency, a member of Congress, officer or employee  
23 of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,  
24 grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-  
25 Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are  
26 forwarded from tier to tier up to the non-Federal award.

1 9.1.10 Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the  
2 definition of "funding agreement" under 37 CFR § 401.2 (a) and Authority wishes to enter into a contract  
3 with a small business firm or nonprofit organization regarding the substitution of parties, assignment or  
4 performance of experimental, developmental, or research work under that "funding agreement," Contractor  
5 must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit  
6 Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative  
7 Agreements," and any implementing regulations issued by the awarding agency.

8 9.1.11 Procurement of Recovered Materials-Contractor shall comply with 2 CFR Section 200.322,  
9 Procurement of recovered materials.

## 11 **ARTICLE 10**

### 12 **ADDITIONAL FEDERALLY REQUIRED ORDERS/ASSURANCES**

13 10.1 CONTRACTOR agrees that they will comply with the following orders and directives, and makes  
14 the following assurances, where applicable:

15 10.1.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action  
16 which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

17 10.1.2 Title VI of the Civil Rights Act of 1964 (Public Law 88-352) provides that no person in the  
18 United States shall, on the basis of race, color, national origin or sex, be excluded from participation in,  
19 denied the benefits of, or subjected to, discrimination under any program or activity which receives federal  
20 financial assistance. The AUTHORITY hereby extends this requirement to CONTRACTOR and its  
21 subcontractors and consultants. Specific prohibited discriminatory actions and corrective action are  
22 described in Title V, Subtitle C, Chapter 2 of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

23 10.1.3 Title VIII of the Civil Rights Act of 1968 (Public Law 90-284), popularly known as the Fair  
24 Housing Act, provides for fair housing throughout the United States and prohibits any person from  
25 discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage  
26 services, including in any way making unavailable or denying a dwelling to any person because of race,  
27 color, religion, sex or national origin. Pursuant to this statute, the AUTHORITY requires that

1 CONTRACTOR administer all programs and activities, which are related to housing and community  
2 development, in such a manner as affirmatively to further fair housing.

3 10.1.4 Age Discrimination Act of 1975.

4 10.1.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

5 10.1.6 HUD Information Bulletin 909-23 which is the Notice of Assistance Regarding Patent and  
6 Copyright Infringement; Clean Air and Water Certification; and Energy Policy and Conversation Act.

7 10.1.7 That the funds provided by AUTHORITY and HUD hereunder shall not be used, directly or  
8 indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or  
9 ineligible contractor.

10 10.1.8 That none of the personnel who are employed in the administration of the work required by  
11 this Contract shall, in any way or to any extent, be engaged in conduct of political activities in violation of  
12 Title V, Chapter 15, of the United States Code.

13 10.3 The mention herein of any statute or Executive Order is not intended as an indication that such  
14 statute or Executive Order is necessarily applicable, nor is the failure to mention any statute or Executive  
15 Order intended as an indication that such statute or Executive Order is not applicable. Therefore, each  
16 provision of law and each clause, which is required by law to be inserted in this Contract, shall be deemed  
17 to have been inserted herein, and this Contract shall be read and enforced as though such provision or clause  
18 had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or  
19 is inserted incorrectly, this Contract shall forthwith be physically amended to make such insertion or  
20 correction upon the application of either part.

21  
22 **ARTICLE 11**

23 **HUD SECTION 3 REQUIREMENTS**

24 11.1 As detailed within 24 CFR 135.38, Section 3 clause, the following required clauses are hereby  
25 included as a part of this Contract.

26 11.1.1 The work to be performed under this Contract is subject to the requirements of Section 3 of  
27 the Housing and Urban Development Act of 1968, as amended 12 U.S. C. 1701u (Section 3). The purpose

1 of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance  
2 or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and  
3 very low-income persons, particularly persons who are recipients of HUD assistance.

4 11.1.2 CONTRACTOR agrees to comply with HUD's regulations in 24 CFR Part 135, which  
5 implement Section 3. As evidenced by the execution of this Contract, CONTRACTOR certifies that s/he/it  
6 is under no contractual or other impediment that would prevent her/him/it from complying with the Part  
7 135 regulations.

8 11.1.3 CONTRACTOR agrees to send to each labor organization or representative of workers with  
9 which the CONTRACTOR has a collective bargaining agreement or other understanding, if any, a notice  
10 advising the labor organization or workers' representative of the CONTRACTOR'S commitments under  
11 this Section 3 clause and will post copies of the notice in conspicuous places at the work site where both  
12 employees and applicants for training and employment positions can see the notice. The notice shall  
13 describe the Section 3 preference, shall set forth minimum number and job titles for each; and the name  
14 and location of the person(s) taking applications for each of the positions; and the anticipated date the work  
15 shall being.

16 11.1.4 CONTRACTOR agrees to include this Section 3 clause in every subcontract subject to  
17 compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provide in an  
18 applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is  
19 in violation of the regulations in 24 CFR Part 135. CONTRACTOR will not subcontract with any  
20 subcontractor where the CONTRACTOR has notice or knowledge that the subcontractor has been found in  
21 violation of the regulations in 24 CFR Part 135.

22 11.1.5 CONTRACTOR certifies that any vacant employment positions, including training  
23 positions, that are filled (1) after CONTRACTOR is selected but before the contract is executed, and (2)  
24 with persons other than those to whom the regulations of 24 CFR Part 135 require employment  
25 opportunities to be directed, were not filled to circumvent the CONTRACTOR'S obligations under 24 CFR  
26 Part 135.

1 11.1.6 Noncompliance with HUD's regulations in 24 CFR Part 125 may result in sanctions,  
2 termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

3 11.1.7 With respect work performed in connection with Section 3 covered Indian Housing  
4 assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e)  
5 also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent  
6 feasible, (i) preference and opportunities for training and employment shall be given to Indians, and (ii)  
7 preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-  
8 owned Economic Enterprises. Parties to this Contract that are subject to the provisions of Section 3 and  
9 section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of  
10 compliance with section 7(b).

## 11 **ARTICLE 12**

### 12 **BREACH AND TERMINATION**

13 12.1 Waiver by AUTHORITY of any breach of this Contract shall not constitute a waiver of any  
14 other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance  
15 of defective work or improper materials.

16 12.2 AUTHORITY shall have the right to terminate this Contract in the event of a default by  
17 CONTRACTOR (for cause) or for Convenience (without cause) as set forth in the General Conditions,  
18 attached hereto as Exhibit "D" and incorporated herein by this reference.

19 12.3 In addition to any right of termination reserved to AUTHORITY by the General Conditions,  
20 the AUTHORITY may terminate this Contract if the CONTRACTOR is adjudged bankrupt, a receiver is  
21 appointed because of the CONTRACTOR'S insolvency, or the CONTRACTOR makes a general  
22 assignment for the benefit of his/her creditors, fails to make prompt payment to subcontractor(s), or for  
23 material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public  
24 authority having jurisdiction, fails to construct the PROJECT in accordance with the Drawings and  
25 Specifications, or otherwise substantially violates any provision of the Contract Documents.



1 12.4 The AUTHORITY shall give the CONTRACTOR and his surety five (5) calendar days  
2 written notice prior to terminating this Contract pursuant to this section, provided however, that the  
3 CONTRACTOR shall, upon receipt of such notice, immediately stop the installation of improvements or  
4 other permanent construction work encompassing part of the PROJECT. Upon termination, the  
5 AUTHORITY may take possession of the PROJECT and all materials, equipment, tools and construction  
6 equipment and machinery owned by the CONTRACTOR and located at the PROJECT site and may finish  
7 the PROJECT by whatever method it may deem expedient. It such case, the CONTRACTOR shall not be  
8 entitled to receive any further payment under this Contract.

9 12.5 The AUTHORITY shall not be deemed to have waived any of its other rights or remedies  
10 against the CONTRACTOR by exercising its right of termination under this section.

11 12.6 Any action at law or in equity brought by either of the parties hereto for the purpose of  
12 enforcing a right or rights provided for by this Contract shall be tried in a court of competent jurisdiction in  
13 the County of Riverside, State of California, and the parties hereby waive all provisions of law providing  
14 for a change of venue in such proceedings to any other county.  
15

### 16 ARTICLE 13

### 17 CLAIMS RESOLUTION

18 13.1 This Article 13 is intended to help resolve disputes between the Parties related to this  
19 PROJECT. Such disputes shall be brought to the attention of the AUTHORITY at the earliest possible  
20 time, so that such disputes may be promptly resolved, if possible, or other appropriate action or investigation  
21 may be promptly undertaken. Public works claims which arise between the CONTRACTOR and the  
22 AUTHORITY shall be resolved using the following procedure:

23 13.1.1 A "claim" means a separate demand by the CONTRACTOR sent by registered mail  
24 or certified mail return receipt requested for one or more of the following: (a) a time extension including,  
25 without limitation, for relief from damages or penalties for delay assessed by the AUTHORITY; (b)  
26 payment by the AUTHORITY of money or damages arising from Work done by or on behalf of the  
27 CONTRACTOR and payment for which is not otherwise expressly provided or to which the

1 CONTRACTOR is not otherwise entitled; (c) payment of an amount that is disputed by the AUTHORITY.  
2 The CONTRACTOR shall furnish reasonable documentation to support the claim.

3 13.1.2 Upon receipt of a claim, AUTHORITY shall conduct a reasonable review of the  
4 claim and within forty-five (45) days, or an extended period as may be set by mutual agreement of the  
5 Parties, provide the CONTRACTOR with a written statement identifying what portion of the claim is still  
6 disputed and what portion is undisputed. (If consultation with the Board of Commissioners is required, the  
7 AUTHORITY may have additional time as stated in CA Public Contract Code Section 9204.) Any payment  
8 due on an undisputed portion of the claim shall be processed and made within sixty (60) days after the  
9 AUTHORITY issues its written statement.

10 13.1.3 If the AUTHORITY fails to issue a written statement, the claim shall be deemed  
11 rejected in its entirety. A claim that is denied by reason of the AUTHORITY's failure to respond to a claim,  
12 or its failure to otherwise meet the applicable time requirements, shall not constitute an adverse finding with  
13 regard to the merits of the claim or the responsibility or qualifications of the CONTRACTOR.

14 13.1.4 If the CONTRACTOR disputes the AUTHORITY's written response, or if the  
15 AUTHORITY fails to respond within the time prescribed, the CONTRACTOR may demand in writing,  
16 sent by registered mail or certified mail return receipt requested, an informal meet and confer conference to  
17 attempt to reach settlement of the portion of the claim in dispute. Upon receipt of the demand, the  
18 AUTHORITY shall schedule a meet and confer conference within thirty (30) days.

19 13.1.5 Within ten (10) business days following the conclusion of the meet and confer  
20 conference, if the claim or any portion thereof remains in dispute, the AUTHORITY shall provide the  
21 CONTRACTOR a written statement identifying the portion of the claim that remains in dispute and the  
22 portion that is undisputed. Any payment due on an undisputed portion shall be processed and made within  
23 sixty (60) days after the AUTHORITY issues its written statement.

24 13.1.6 Any disputed portion of the claim, as identified by the CONTRACTOR in writing,  
25 shall be submitted to nonbinding mediation, with the AUTHORITY and CONTRACTOR sharing the  
26 mediator costs equally. The AUTHORITY and CONTRACTOR shall mutually agree to a mediator within  
27 ten (10) business days after the disputed portion of the claim has been identified in writing. If the Parties

1 cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified  
2 neutral third party to mediate the disputed portion of the claim. Each Party shall bear the fees and costs  
3 charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is  
4 unsuccessful to resolve all issues, the parts of the claim remaining in dispute shall be subject to other  
5 applicable legal procedures.

6 13.1.7 As used herein, mediation includes any nonbinding process, including but not limited  
7 to neutral evaluation or a dispute review board, in which an independent third party or board assists the  
8 Parties in dispute with resolution through negotiation or by issuance of an evaluation.

9 13.1.8 Additional applicable requirements, including but not limited to subcontractor  
10 claims, may be stated in California Public Contract Code Section 9204.

11 13.1.9 Any legal action related to the performance of the work or the terms of the Contract  
12 Documents shall be filed only in the Superior Court of the State of California located in Riverside,  
13 California.

## 14 **ARTICLE 14**

### 15 **MISCELLANEOUS PROVISIONS**

16  
17 14.1 CONTRACTOR shall give all notices and comply with all laws, rules, regulations, ordinances, and  
18 orders of any governmental entity relating to the work. Should CONTRACTOR become aware that any  
19 provisions of this Contract are at variance with any such rule, law, regulation, ordinance, or order; he/she  
20 shall promptly give notice in writing to AUTHORITY of such variance.

21 14.2 The Contracting Officer must be notified in writing by the CONTRACTOR within ten (10) calendar  
22 days of any and all backordered materials and/or any incomplete services, and the estimated delivery date.  
23 Unless otherwise stipulated in the Contract Documents, any order that will take more than a maximum of  
24 ten (10) calendar days past the original agreed upon delivery date, may at the option of AUTHORITY, be  
25 canceled and ordered from another source, if, in the opinion of the Contracting Officer, it is in the best  
26 interests of AUTHORITY to do so.

1 14.3 It is hereby declared to be the intention of the Parties that the sections, paragraphs, sentences, clauses  
2 and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this  
3 Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a  
4 court of competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any  
5 of the remaining clauses, sentences, paragraphs and sections of this Contract.

6 14.4 In the event of a conflict between the General Conditions and the Scope of Work, the General  
7 Conditions shall prevail. In the event of a conflict between this Contract and any applicable state or local  
8 law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or  
9 regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive  
10 Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

11 14.5 The persons executing this Contract on behalf of the Parties warrant and represent that they have  
12 the authority to execute this Contract on behalf of each respective Party and further warrant and represent  
13 that they have the authority to bind each respective Party to the performance of its obligation hereunder.

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20 **(Remainder of Page Intentionally Blank)**

21 **(Signatures on next page)**  
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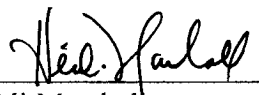
1 **IN WITNESS WHEREOF**, the Parties hereto have executed this Contract as of the day and year set forth  
2 below.

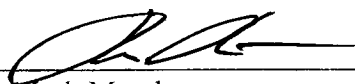
3  
4 **AUTHORITY:**

5 HOUSING AUTHORITY OF THE COUNTY OF  
6 RIVERSIDE, a public entity, corporate and politic

7  
8 **CONTRACTOR:**

9 MANTLE CONSTRUCTION, Inc., a California  
10 corporation

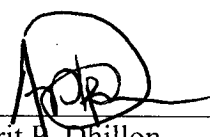
11 By:   
12 Heidi Marshall  
13 Executive Director

14 By:   
15 Mark Mantle  
16 President

17 Dated: 4/6/2022

18 Dated: 12/10/2021

19 APPROVED AS TO FORM:  
20 Gregory P. Priamos  
21 County Counsel

22 By:   
23 Amrit P. Dhillon,  
24 Deputy County Counsel

1 **Exhibit "A"**

2 **Scope of Work**

- 3 1. The work under this Contract shall be performed at the Desert Rose Apartments located in the  
4 City of Ripley, County of Riverside, State of California (Property) and shall include furnishing  
5 all labor, material, equipment, tools, supplies, and services and incidentals, and performing all  
6 work necessary for the renovation of ten (10) vacant apartments and associated improvements in  
7 strict conformance with all of the Contract documents.
- 8 2. Project Planning: The apartment building will be occupied during the renovation process. HACR  
9 requires the Contractor to have a complete renovation plan schedule prior to starting work and to  
10 have that plan approved by the HACR representative, five (5) calendar days prior to the projected  
11 start date.
- 12 3. Contractor will furnish all labor, materials, equipment, supervision, and contract administration  
13 to install the roof at the Property in a good and workmanlike manner, using new materials and  
14 products throughout, subject to the following included and excluded items:
- 15 4. All tools, materials, and equipment shall be provided by the Contractor and must meet all local  
16 applicable safety requirements. A parking space will be made available for Contractor's container  
17 if needed for materials and equipment. HACR assumes no responsibility for the loss or damage  
18 to the Contractor's equipment, tools or materials stored at the job site.
- 19 5. Contractor shall furnish sufficient personnel with the technical knowledge and experience  
20 necessary to complete the Work.
- 21 6. All Work shall be performed in accordance with local safety standards and recognized safe  
22 practices.
- 23 7. Contractor to ensure proper removal of all debris and all other components from the Property and  
24 shall provide a cleared worksite free of all debris, Contractor's equipment, etc. HACR refuse  
25 containers shall not be used for disposal of Contractor's waste.
- 26 8. Contractor is responsible to field verify existing conditions and promptly notify HACR if  
27 discrepancies in and omissions from the plans, specifications or other Contract Documents are  
28 found in the field, including unforeseen conditions that may affect the successful completion of  
the Project and/or the Work.
9. Contractor will renovate each of the ten (10) apartments to HACR'S specifications as more fully  
described by the HACR representative or his designee.
10. Contractor will perform a final walk-through inspection with a HACR representative before the  
Project will be considered mechanically complete and finished.

- 1 11. Contractor to demolish all existing materials and equipment necessary to achieve project intent.  
2 Contractor must protect surrounding finishes and repair or replace any finishes damaged by  
3 demolition.
- 4 12. Contractor to furnish and install new cabinets, countertops, sink, faucet, and range hood in all  
5 kitchens. Sizes, color and model numbers per Approved Equipment & Finishes unless indicated  
6 otherwise. Kitchen walls shall be cleaned, patched and painted before the installation of new  
7 cabinets, counters, fixtures and appliances. Paint will be provided by RCHC.
- 8 13. Existing kitchen pantries are to be replaced by one (1) 30" wide pantry with standard upper  
9 cabinets, base cabinets and quartz countertops alongside.
- 10 14. Contractor to furnish and install new over sink light fixture per Approved Equipment & Finishes.
- 11 15. Contractor to furnish and install new cabinets to replace existing linen closets. Openings must be  
12 framed to match new cabinets.
- 13 16. Contractor to furnish and install new toilet, cabinet, faucet, vanity and countertop with integral  
14 sink in all bathrooms. Sizes, color and model numbers per Approved Equipment & Finishes unless  
15 indicated otherwise. Walls shall be cleaned, patched and painted to match existing walls, if  
16 needed, before the installation of new cabinets, counters, fixtures.
- 17 17. Contractor to furnish and install new carpet and pad with 6" rubber base in all bedrooms.
- 18 18. Contractor to furnish and install new vinyl flooring with 6" rubber base in all living rooms,  
19 bathrooms, hallways, laundry rooms, and kitchens. New vinyl flooring to be installed over existing  
20 VCT floor tiles.
- 21 19. Contractor to furnish and install new angle stop valves and new flexible supply lines for all sinks  
22 and toilets.
- 23 20. All equipment, cabinets, fixtures, appliances and finishes as listed in Approved Equipment &  
24 Finishes shall be new and not used or refurbished. NOTE: Any "equivalent" new equipment,  
25 appliances, fixtures and finishes manufactured with similar specifications can be utilized for this  
26 project. Any other new product or brand that clearly or demonstrably meets the standards and  
27 specifications as outlined per specifications is acceptable.
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**Exhibit "B"**  
**Contractor's Form of Bid**  
**(behind this page)**



**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**FORM OF BID  
Attachment A**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid submittal.)

- A. Form of Bid:** Each bidder shall submit his/her bid amount on this form only, which shall be completed, signed and returned to HACR with the completed Bid Proposal.
- B. Base Bid Amount:** The Form of Bid shall be completed and submitted by the bidder. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work (including Invitation for Bid, this Form of Bid, the Form of Bid Bond, the Form of Performance Bond and Payment Bond (Labor and Materials Payment Bond), the General Conditions, the Scope of Work/Technical Specifications, and Addenda (if any thereto) and all other documents in the bid package, should base their prices accordingly. The bid amount shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, labor, licensing, taxes, fees, insurance, materials, supplies, tools, equipment, shipping, permits, long distance telephone calls; document copying; and services for this IFB in strict accordance therewith and for the bid amount specified below:

BASE BID		
Item #	Description	Bid Amount
1	Base Renovation Cost of One (1) Two-Bedroom Apartment (based on worksheet Exhibit B)	19,950 \$
<b>TOTAL BASE BID AMOUNT FOR ALL TEN APARTMENTS</b>		<b>\$ 320,000</b>

- C. Basis for Determining Lowest Bid:** The lowest bid shall be the lowest total of all base bid amounts received
- D. Bid Guarantee:** Security in the sum of [ten percent (10%) of total base bid/fee amount listed above]: Thirty two Thousand Dollars (\$ 32,000), in the form of check is submitted.
- E. Performance Bond and Payment Bond:** The undersigned agrees that, if they are selected as the Contractor, they will within ten days, Saturdays, Sundays, and legal holidays excluded, after presentation thereof by HACR, execute a contract in accordance with the terms of this Form of Bid furnish a Performance Bond and a Payment Bond (Labor and Materials Payment Bond), each of a surety company qualified to do business under the laws of California and satisfactory to the Authority and each in the sum of at least one hundred percent of the contract price, the premium for which are to be paid by the Contractor and are included in the contract price.
- F. Quantities:** The undersigned understands that HACR reserves the right to increase or decrease the amount of any class or portion of the work, or to omit any item of the work as may be deemed necessary or expedient by HACR. HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this IFB. HACR shall retain one contractor only and shall retain the right to order from that contractor (successful bidder), on a task order basis, any amount of services HACR requires.
- G. Non-Collusive:** The Bidder declares that he/she is the only person interested in this response and that this bid is made without connection or arrangement with any other person or HACR employee, and that this bid is in every respect fair, in good faith, and without collusion or fraud.
- H. Time Limit:** The undersigned hereby agrees to commence work under this contract on or after the date to be specified in the Notice to Proceed, and to fully complete the PROJECT within FORTY-FIVE (45) CALENDAR DAYS.

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**

**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

I. **Qualifications:** The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon, according to all the requirements of the plans and specifications.

1. Have been in business under (present name) Mantle Construction Inc. since 7/1/2019
2. Have you been awarded any jobs but failed to complete?  No  Yes (please explain):  
\_\_\_\_\_
3. List work completed/ongoing in the last two years:

**Projects for Housing Authority of the County of Riverside. (if applicable)**

<b>Project Description</b>		<b>Contract Amount:</b>
Job was	<u>Davis Bacon or</u>	<u>State Prevailing Wage</u>
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:		Completion Date:
<b>Project Description</b>		<b>Contract Amount:</b>
Job was	<u>Davis Bacon or</u>	<u>State Prevailing Wage</u>
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:		Completion Date:

**Other Projects**

<b>Project Description</b>		<b>Contract Amount:</b>
Job was	<u>Davis Bacon or</u>	<u>State Prevailing Wage or</u> <u>Other</u>
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:		Completion Date:
<b>Project Description</b>		<b>Contract Amount:</b>
Job was	<u>Davis Bacon or</u>	<u>State Prevailing Wage or</u> <u>Other</u>
Contact Person Name, Address Phone & Fax Nos.		
Owner Name:		Completion Date:

4. **Banking Information:** Bank Name: Chase Bank Branch Location: Cerritos  
Account Name: Business Ckng

- L. **Excise Tax Exemption:** If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then HACR, upon request, will execute documents necessary to show: (1) that HACR is a political subdivision for the purposes of such exemption; and (2) that the sale is for the exclusive use of HACR. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.
- M. **Labor:** The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.
- N. **EEO:** The undersigned represents that he has () he has not () participated in a previous contract or subcontract subject to the equal opportunity clause prescribed by U.S. Executive Orders 10925, 11114, or 11246 or the Secretary of Labor; that he has () he has not () filed all required compliance reports; and that

**HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE (HACR)**

**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

representations indicating submission of required compliance reports; signed by proposed subcontractors will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause).

**COMPLETED BY:** (NOTE: The penalty for making false statements in bids/offers is prescribed in 18 U.S.C. 1001.)

_____ Mark Mantle Print Name		_____ Signature	
_____ CEO Title		_____ 10/26/2021 Date	
_____ mantle2@msn.com Email		_____ 714.855.8492 Telephone Number	
_____ 402 S Vick Ln Anaheim, Ca. 92804 Address (Street, City, State, Zip)			
_____ Mantle Construction Inc. Company Name		_____ 1044831 CSLB License Number	
_____ 7/31/23 Expiration Date		_____ PW-1R-100094954 D.I.R. Registration Number	
_____ General B CSLB License Designation			

**BIDDER'S STATEMENT**

The undersigned bidder hereby states that by completing and submitting this Form and all other documents within this bid submission, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if HACR discovers that any information entered herein to be false, such shall entitle HACR to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the form of bid, the undersigned bidder is hereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by HACR, in hard copy, including an agreement to execute the attached Sample Contract form. Pursuant to all IFB Documents, this Bid Submittal Form, and all attachments, and pursuant to all completed Documents submitted, including these forms and all attachments, the undersigned proposes to supply HACR with the services described herein for the fee(s) entered within the areas provided in the Form of Bid.

\_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date  
 10/26/2021  
 \_\_\_\_\_  
 Printed Name  
 Mark Mantle  
 \_\_\_\_\_  
 Company  
 Mantle Construction Inc.

**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

**ATTACHMENT B**

**Scope of Work – Base Pricing Form**

(This Form must be fully completed and placed under Tab No. 2 of the "hard copy" tabbed bid submittal)

Below is the standard or base scope of work normally used for our apartment renovations. Not all apartments will require everything on this list, and some may require more work than listed. The HACR Project Manager will collaborate with the Contractor on each individual apartment before work is scheduled to begin and approve or deny any Change Orders that may deviate from this list.

#	Description:	Price:
	<b>Contractor to furnish and install the following new items in the Kitchen of the unit:</b>	
1	Replace kitchen cabinets	\$ 2840
2	Skin backside of island, primer, and paint	\$ 400
3	Replace countertop with granite or quartz	\$ 2800
4	Contractor to repair and patch walls throughout the unit	\$ 600
5	Replace stove and vent hood	\$ 1600
6	Contractor to reglaze existing one (1) bathtub.	\$ 600
7	Replace kitchen sink, faucet, garbage disposal, and all plumbing under sink	\$ 1200
8	Replace kitchen light fixture	\$ 200
	<b>Contractor to furnish and install the following new items in the Bedrooms of the unit:</b>	
9	Install new vertical blinds for all windows	\$ 800
10	Replace broken door(s) with knob and doorstop	\$ 600
11	Repair holes in door(s) (replace doors with 6 panel)	\$ 500
12	Replace bedroom light fixture	\$ 160
13	Replace 5 ft. closet doors	\$ 180
	<b>Contractor to furnish and install the following new items in the Bathroom of the unit:</b>	
14	Replace bathroom cabinet and countertop.	\$ 1200
15	Reglaze bathtub	\$
16	Replace faucet and under-sink plumbing	\$ 250
17	Replace trim kit	\$ 260
18	Replace toilet	\$ 300
19	Replace medicine cabinet	\$ 180
20	Replace towel bar and shower rod	\$ 120
21	Replace bathtub faucet	\$
22	Replace bedroom flooring with LVT and 4 in. cove base as needed	\$
23	Replace bathroom light fixture and fan	\$ 240

**INVITATION FOR BIDS (IFB) NO. 2021-003  
APARTMENT RENOVATION PROJECT AT THE DESERT ROSE APARTMENTS**

#	Description:	Price:
	Contractor to furnish and install the following new items throughout the unit:	
24	New CO2 & smoke combination alarms to replace all existing	\$ 280
25	Replace damaged entry doorjamb.	\$ 140
26	Install weatherstripping	\$ 60
27	Verify all electrical is in good working order. Replace any missing wiring, switches, and outlets with new.	\$ 200
28	Replace wall sconces	\$ 140
29	Repair holes in doors	\$
30	Repair and paint holes in all rooms	\$
31	Primer and paint interior of unit, color: "Swiss Coffee"	\$ 320
32	Replace flooring with LVT complete and 4 in. cove base as needed	\$ 2600
33	Paint entry door	\$ 120
34	Repair drywall throughout unit	\$
35	Replace leaking 50-gallon water heater with new 40-gallon unit	\$ 700
36	Replace 5 sets of vertical blinds	\$

**Total Price: \$ 19590**

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Exhibit "C"  
Special Federal Provisions for CDBG Construction Projects  
(behind this page)

County of Riverside

# **HHPWS**

**Housing, Homelessness Prevention and Workforce Solutions**

**SPECIAL FEDERAL PROVISIONS FOR  
CONSTRUCTION BID DOCUMENTS  
On All Projects Over \$200,000**

**Community Development Block Grant (CDBG)  
Construction Activities**

**Last Date of Revision: June 2021**

**FEDERAL PREVAILING WAGE DECISION**

(CA 20210025 10/29/2021 mod. 15 )  
Insert most recent (10 days prior to bid opening) wage decision at this point.

**LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE.** A construction project covered by Federal Labor Standards Provisions (HUD-4010) requires a series of specific actions prior to the actual start of construction. Those actions are:

- a. obtaining an applicable Davis-Bacon wage determination for the project;
- b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals; and
- c. including appropriate labor standards provisions and the wage determination in the construction contract.

**CONSTRUCTION WAGE DETERMINATION - DEFINITION.** All construction bid documents and contracts or analogous instruments covered by the Federal Labor Standards Provisions (HUD-4010) must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

*Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs; paragraph 2-1, section 1 paragraph 1-1.*

**OBTAINING WAGE DETERMINATIONS**

The Riverside County Department of Housing Homelessness Prevention & Workforce Solutions (HHPWS) will be responsible to obtain and provide the appropriate Federal wage determination from the U.S. Department of Labor (DOL) for this project. The appropriate wage determination will be the most current determination, applicable for Riverside County and the construction type, that is effective ten (10) days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination.



**CERTIFICATION OF BIDDER  
REGARDING NONSEGREGATED FACILITIES**

Project Name: Apartment Reno Project at the Desert Rose Apts

Name of Bidder: Mark Mantle

The above named Bidder hereby certifies that:

**I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms or other dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, national origin, or because of habits, local customs, or otherwise.**

**I further agree to obtain identical certifications from all proposed subcontractors prior to the award of subcontracts exceeding \$10,000.**

Signature:  \_\_\_\_\_

Name (Print): Mark Mantle

Title: CEO

Date: 10/26/2021

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**  
(Housing and Community Development Act of 1968)

Project Title: Apartment Reno Project at the Desert Rose Apts Amount of Bid: \$320,000

The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all construction contracts over \$200,000.

**I. Employment Opportunities**

I understand and agree that in the event that I am awarded this contract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will:

- a. Contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities; and



Initial Here

- b. Forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions for new employment opportunities and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.



Initial Here

**BIDDER CERTIFICATION FOR SECTION 3 COMPLIANCE**

**II. Subcontracting Opportunities**

a. I understand and agree that for any and all subcontracting opportunities that may result from this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 Businesses, within Riverside County, to be considered for available subcontracting opportunities prior to selecting any subcontractor for my bid submittal.

  
Initial Here

b. I understand and agree that any and all sub-contracts and sub-tier agreements resulting from this CDBG-funded project are also subject to Section 3 compliance, and therefore, as the General/Prime Contractor, I am responsible to ensure compliance from all subcontractors.

  
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**Complete your Subcontracting Plan for this project below:**

TRADE	AMOUNT OF SUBCONTRACT(\$)	IS THE SUBCONTRACTOR SECTION 3 ELIGIBLE? YES OR NO	IF SUBCONTRACTOR IS SECTION 3, INDICATE ELIGIBLE STATUS.	
			51% OWNER	30% EMPLOYEE

\* Add additional sheets if necessary

Bidder (Company) Name: Mantle Construction Inc.

Authorized Representative (Type Name): Mark Mantle

Signature: 

COUNTY OF RIVERSIDE  
CDBG PROGRAM

**BIDDER CERTIFICATION ON  
FEDERAL CONTRACT REQUIREMENTS**

PROJECT NAME: Apartment Reno Project at the Desert Rose Apts

**CERTIFICATION:**

I hereby certify that I have reviewed and understand the diversified Federal construction contract related requirements imposed on the Contractor(s) of HUD-funded construction projects, including but not limited to the following:

1. The subject project is being financed with Community Development Block Grant funds (24 CFR Part 570);
2. This project and all related construction contracts are subject to the U.S. Department of Housing and Urban Development's Federal Labor Standards Provisions (HUD 4010 – revised 06/2009); and
1. This project is subject to all applicable laws and regulations as listed in the General Summary of these Special Federal Provisions; and
2. If my bid is \$200,000 or more, this project and all related contracts will subject to Section 3 requirements (12 U.S.C.1701u).

CONTRACTOR'S NAME: Mark Mantle

CONTRACTOR'S LICENSE NO.: 1044831

ADDRESS: 402 S Vicki Ln. Anaheim, Ca. 92804

AUTHORIZED REPRESENTATIVE: Ray Williams (Type Name)

SIGNATURE:  \_\_\_\_\_

DATE: 10/26/2021

**QUESTIONNAIRE REGARDING BIDDERS**

Bidder has been engaged in the contracting business under the present name of \_\_\_\_\_  
Mantle Construction Inc. \_\_\_\_\_, since 7/2019 \_\_\_\_\_ (Date).

**Present business address is:** 402 S Vicki Ln. Anaheim, Ca. 92804 \_\_\_\_\_

**Federal Tax ID:** 833945921 \_\_\_\_\_ **Amount of Bid \$** 320,000 \_\_\_\_\_

**California Contractor's License No.:** 1044831 \_\_\_\_\_ **Expiration Date:** 7/31/2023 \_\_\_\_\_

**DUNS Number:** 111523651 \_\_\_\_\_ **or CAGE Code:** \_\_\_\_\_

Because this project is Federally-funded, it is necessary to obtain information concerning minority and other group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority business enterprises and targeted group contractors.

A minority enterprise is defined by the Federal Government as a business that is fifty-one percent (51%) or more "minority-owned". Please check applicable box concerning the ownership of your business:

- American Indian or Native Alaskan
- Asian or Pacific Islander/Native Hawaiian
- Black/African American
- Hispanic
- White
- Hasidic Jews
- Other \_\_\_\_\_

A woman-owned enterprise is defined by the Federal Government as a business that is fifty-percent (50%) or more woman-owned. Please check applicable box concerning the ownership of your business:

- Woman/Female owned
- Male owned

A Section 3 Contractor or Subcontractor is a business concern that is more than fifty-one percent (51%) owned by a low or very low-income person, or a business concern that provides economic opportunities to low and very low-income residents. Please check applicable box concerning the ownership of your business:

- Section 3 Business concern
- Non-Section 3 Business concern

The United States Department of Housing and Urban Development (HUD) is authorized to solicit the information requested in this form by virtue of Title 12, United States Code, Section 1701 et seq., and other regulations. It will not be disclosed or released outside of HUD without your consent, except as required or permitted by law.

**LIST OF SUBCONTRACTORS**

SUBCONTRACTOR	FED. I.D.#	AMOUNT	ADDRESS/PHONE NO.
CRW Contracting Inc	85-1030249	20%	1440 N Harbor Blvd Ste 900 Fullerton, Ca. 92835

**SUPPLIERS**

NAME OF SUPPLIER	ADDRESS/PHONE NO.	CONTRACT AMOUNT
Home Depot.	800 N. Brookhurst st.	Anaheim ca 92801 (714)533-9930
HD Supply	1044 E 4th St	Santa Ana Ca.92701 (714)361-2365
Ortega Quartz	3428 Paloma St	Los Angeles Ca 90011 (310)696-8346

**This form is to be completed and submitted with the bid package.**

**SUBCONTRACTOR CERTIFICATION FOR SECTION 3 COMPLIANCE**

**MUST BE COMPLETED BY ALL SUBCONTRACTORS**

(Housing and Community Development Act of 1968)

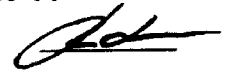
Project Title: Apartment Reno Project at the Desert Rose Apts

Subcontractor: CRW Contracting

Contractor/Bidder: Mantle Construction Inc.

**The undersigned hereby certifies that he/she has read and understands Riverside County's Section 3 Affirmative Action Program as well as Section 3 of the *Housing and Community Development Act of 1968*, and further certifies adoption of, and adherence to, said program, and certifies understanding of the following for all prime construction contracts over \$200,000:**

- a. I understand and agree that in the event that I am awarded a subcontract, and in the event that any new employment opportunities are created as a result of this CDBG-funded project, I will contact the U.S. Department of Housing and Urban Development (HUD) Section 3 website at [www.hud.gov/section3](http://www.hud.gov/section3) to review the list of certified Section 3 persons, within Riverside County, to be considered for available employment opportunities;



Initial Here

- b. I will forward to the Department of Housing Homelessness Prevention & Workforce Solutions all detailed job descriptions and Section 3 reports, in a form, at a place, and at a time as directed by the Department of Housing Homelessness Prevention & Workforce Solutions.



Initial Here

Complete your proposed workforce plan for this project below:

JOB CATEGORY	CURRENT POSITIONS	NUMBER OF NEW HIRES IF AWARDED BID	NUMBER OF NEW HIRES PROPOSED TO BE SECTION 3 RESIDENTS	% OF NEW HIRES TO BE SECTION 3
PROFESSIONALS				
TECHNICIANS				
OFFICE/CLERICAL				
CONSTRUCTION BY TRADE				
TRADE	Laborer			
TRADE	Laborer			
TRADE				
TRADE				
TRADE				
TRADE				
APPRENTICE				
TRAINING				
OTHER				
TOTAL				

Subcontractor (Company) Name: CRW Contracting

Authorized Representative (Type Name): Ray Williams

Signature:  \_\_\_\_\_



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**Exhibit "D"**  
**HUD Form 5370**  
**General Conditions for Construction Contracts**  
**(behind this page)**

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) **Non-construction contracts** (without maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$100,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
  - (ii) litigation or settlement of claims arising from the performance of this contract; or,
  - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

## 16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

## 17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

## 18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

## 19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

## 20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

## 21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

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apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

## **22. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

**Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:**

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

### Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

#### 1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
  - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
  - (2) The classification is utilized in the area by the industry; and
  - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

in the classification under this Contract from the first day on which work is performed in the classification.

#### 2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

#### 3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
  - (i) Name, address and Social Security Number;
  - (ii) Correct work classification or classifications;
  - (iii) Hourly rate or rates of monetary wages paid;
  - (iv) Rate or rates of any fringe benefits provided;
  - (v) Number of daily and weekly hours worked;
  - (vi) Gross wages earned;
  - (vii) Any deductions made; and
  - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

#### 4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
  - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of



Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

## 5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
  - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

## 6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

**7. Subcontracts**

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

**8. Non-Federal Prevailing Wage Rates**

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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**Exhibit "E"**  
**Federal Prevailing Wage Decision No. CA20210025 10/29/2021 MOD 15**  
**(behind this page)**

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**General Decision Number: CA20210025 11/12/2021**

Superseded General Decision Number: CA20200025

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

County: Riverside County in California.

BUILDING CONSTRUCTION PROJECTS, DREDGING PROJECTS, (does not include hopper dredge work);  
HEAVY CONSTRUCTION PROJECTS, (does not include water well drilling); HIGHWAY CONSTRUCTION  
PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

<b>Modification Number</b>	<b>Publication Date</b>
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1	01/08/2021
2	01/22/2021
3	03/05/2021
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5	04/30/2021
6	06/25/2021
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16	11/12/2021

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