



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

Award the following JOC Roads & Bridges contracts to the lowest responsible and responsive bidders for a term of one (1) year from date signed by County with a minimum contract value of \$25,000 and maximum contract value of \$5,098,418:

- a. JOC Roads & Bridges 2020-01 contract to Granite Construction Company, with a bid award criteria figure of 1.1196
- b. JOC Roads & Bridges 2020-02 contract to A. Teichert & Son, Inc. dba Teichert Construction, with a bid award criteria figure of 1.1145
- c. JOC Roads & Bridges 2020-03 contract to Granite Rock Company, with a bid award criteria figure of 1.1100

Award the following JOC Facilities contracts to the lowest responsible and responsive bidders for a term of one (1) year from the date signed by County with a minimum contract value of \$25,000 and maximum contract value of \$5,098,418:

- d. JOC Facilities 2020-01 contract to Newton Construction & Management, Inc., with a bid award criteria figure of 1.0890
- e. JOC Facilities 2020-02 contract to Gustav Keoni dba Precision Construction Services, with a bid award criteria figure of 1.0989

Approve the following Performance and Payment Bonds for Roads & Bridges JOC in the amount of \$5,098,418:

- f. Performance and Payment Bonds executed and provided by Granite Construction Company
- g. Performance and Payment Bonds executed and provided by Teichert & Son, Inc. dba Teichert Construction
- h. Performance and Payment Bonds executed and provided by Granite Rock Company

Approve the following Performance and Payment Bonds for Facilities JOC in the amount of \$5,098,418:

- i. Performance and Payment Bonds executed and provided by Newton Construction & Management, Inc.
- j. Performance and Payment Bonds executed and provided by Gustav Keoni dba Precision Construction Services

Authorize the RMA Director or assigned designee to execute contracts:

- k. JOC Roads & Bridges 2020-01 with Granite Construction Company; JOC Roads & Bridges 2020-02 with Teichert & Son, Inc. dba Teichert Construction; JOC Roads & Bridges 2020-03 with Granite Rock

Company; JOC Facilities 2020-01 with Newton Construction & Management, Inc.; and JOC Facilities 2020-02 with Gustav Keoni dba Precision Construction Services

PASSED AND ADOPTED on this 27th day of October 2020, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

NOES: None

ABSENT: None

(Government Code 54953)

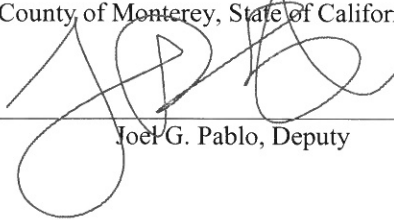
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting October 27, 2020.

Dated: October 27, 2020

File ID: A 20-454

Agenda Item No.: 51.1

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy

AGREEMENT

Division 00500

THIS AGREEMENT is made by and between COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and A. Teichert & Son, Inc. dba Teichert Construction, hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is the last date opposite the respective signatures below.

COUNTY and CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which CONTRACTOR will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related Work. COUNTY has published a Construction Task Catalog® (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. CONTRACTOR will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The Scope of Work (SOW), for each Job Order will be explained to CONTRACTOR at a Joint Scope Meeting. COUNTY will provide a Request for Job Order Proposal and Detailed SOW to CONTRACTOR. CONTRACTOR will be required to review the Detailed SOW and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. COUNTY will review CONTRACTOR's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed SOW.

CONTRACTOR shall, within the time stipulated, perform the Contract **checked below** as herein defined and shall furnish all Work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

- PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2020-01
- PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2020-02
- PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2020-03

ARTICLE 2. TIME FOR START AND COMPLETION

Contract Time commences upon the written execution of the Contract by COUNTY and shall end either one year from the date signed by COUNTY or upon the payment by COUNTY to CONTRACTOR of the maximum amount payable under this Agreement, whichever occurs earlier. COUNTY will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the

time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, CONTRACTOR and COUNTY agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed (NTP) will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order NTP.

ARTICLE 3. ADJUSTMENT FACTORS

CONTRACTOR shall perform all Work required, necessary, proper for, or incidental to completing the Detailed SOW called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the CTC. COUNTY shall pay CONTRACTOR the Job Order Price for completion of Work in accordance with Contract Documents and the Detailed SOW described in each Job Order multiplied by the following Adjustment Factors:

ADJUSTMENT FACTORS

The Minimum Contract Value is \$25,000. CONTRACTOR will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$5,098,418 for the JOC ROADS & BRIDGES 2020-01 or 2020-02 or 2020-03. COUNTY does not guarantee CONTRACTOR will receive this volume of Work. COUNTY may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will CONTRACTOR be issued Job Orders which, in total, exceed the Maximum Contract Value. At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until COUNTY has accepted the Work described in the Job Order by recordation of a Notice of Completion. CONTRACTOR will not be issued Job Orders which in total exceed the Maximum Contract Value.

| ITEM | DESCRIPTION | ADJUSTMENT FACTORS |
|------|---|--------------------|
| 1. | Normal Working Hours – North County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | 1.1250 |
| 2. | Normal Working Hours – South County Hours of Work between 7 a.m. and 5 p.m., Monday through Friday. | 1.0499 |
| 3. | Other than Normal Working Hours – North County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | 1.1300 |
| 4. | Other than Normal Working Hours – South County Hours outside Normal Working Hours including all day Saturday, Sunday, and COUNTY Holidays. | 1.0900 |

ARTICLE 4. LIQUIDATED DAMAGES

COUNTY and CONTRACTOR recognize that time is of the essence of this Agreement and that COUNTY will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, COUNTY and CONTRACTOR agree that liquidated damages for delay will be established by COUNTY for each Job Order. CONTRACTOR shall pay COUNTY the dollar amount stipulated in the Job

Order for each day that expires after the time specified therein for CONTRACTOR to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by COUNTY resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by COUNTY as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute Roads & Bridges, or damages suffered by others who then seek to recover their damages from COUNTY (for example, delay claims of other contractors, subcontractors, tenants, or other third parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD PARTY CLAIMS

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the Contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT


The Contract entered into by this Agreement consists of the following Contract Documents, all of which are component parts of the Contract as if herein set out in full or attached hereto:

- Notice to Bidders
- Information for Bidders
- Bid, as accepted
- Non-collusion Affidavit
- Workers' Compensation Certificate
- Statement Concerning Employment of Undocumented Aliens
- Iran Contracting Certification
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid Nos. **ROADS & BRIDGES 2020-01, ROADS & BRIDGES 2020-02, ROADS & BRIDGES 2020-03**
- Project Specifications
- Construction Task Catalog®
- Technical Specifications
- Community Development Block Grant (CDBG) Standard Provisions and Requirements
- Federal Provisions-Caltrans Local Assistance Manual
- Federal Emergency Management Agency (FEMA) Standard Provisions and Requirements
- Monterey County Telecommunications Cabling and Pathway Systems Requirements
- As issued, Addenda Nos: 1 and 2

All of the above-named Contract Documents are intended to be complementary. Work required by one of the above-named Contract Documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

COUNTY OF MONTEREY

By: 

Name: Carl P. Holm, AICP

Title: Resource Management Agency (RMA) Director

Date: 11/3/2020

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Michael R. Derr

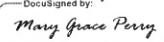
Title: Contracts/Purchasing Officer

Date: _____

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

Leslie J. Girard, County Counsel

By: 

Mary Grace Perry, Deputy County Counsel

Date: 9/30/2020

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

Runa Shah, Auditor Controller

By: 

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 9/30/2020

APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS

OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT, Leslie J. Girard, County Counsel-Risk

By: 

Leslie J. Girard, County Counsel-Risk Manager

Date: 10/1/2020

CONTRACTOR: A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION

By: 

Name: FRANCIS JOHNSON

Title: VP/REG. MGR, BAY AREA

(Per California Corporations Code Section 313, for Corporations, first signatory should be Chair, President OR Vice President.)

Date: 9/28/20

By: 

Name: PAULA D. JAMES

Title: SECRETARY

(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer OR CFO)

Date: 9/25/20

COMPANY ADDRESS:

STREET ADDRESS: 5200 Franklin Drive, Ste 115

CITY/STATE/ZIP: Pleasanton, CA 94588

Contractor's License Type: A, B, C16, C27, HAZ

License Number: 8

License Expiration Date: 4/30/21

NOTE: CONTRACTORS ARE REQUIRED TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P O BOX 26000, SACRAMENTO, CALIFORNIA 95826

INSTRUCTIONS: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of two (2) officers authorized to sign per California Corporations Code Section 313 and the document shall bear the corporate seal; if bidder is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his/her signature shall be placed above.

COUNTY OF MONTEREY

By: _____

Name: Carl P. Holm, AICP

Title: Resource Management Agency (RMA) Director

Date: _____

APPROVED AS TO FORM

CONTRACTS/PURCHASING

By: _____

Name: Michael R. Derr

Title: Contracts/Purchasing Officer

Date: _____

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

Leslie J. Girard, County Counsel

By: _____

Mary Grace Perry, Deputy County Counsel

Date: _____

APPROVED AS TO FISCAL TERMS

COUNTY AUDITOR-CONTROLLER

Runa Shah, Auditor Controller

By: _____

Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: _____

APPROVED AS TO INDEMNITY/INSURANCE PROVISIONS

OFFICE OF THE COUNTY COUNSEL-RISK MANAGEMENT, Leslie J. Girard, County Counsel-Risk

By: _____

Leslie J. Girard, County Counsel-Risk Manager

Date: _____

CONTRACTOR: A. TEICHERT & SON, INC. dba TEICHERT CONSTRUCTION

By: _____

Name: FRANCIS JOHNSON

Title: VP/REG. MGR, BAY AREA

Date: 9/28/20

By: _____

Name: PAULA D. JAMES

Title: SECRETARY

(Per California Corporations Code Section 313, for Corporations, second signatory should be the Secretary, Assistant Secretary, Treasurer, Assistant Treasurer OR CFO)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2020

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

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

| | |
|---|---|
| PRODUCER Edgewood Partners Insurance Center PO BOX 2110 Rancho Cordova CA 95670 | CONTACT NAME: Kayla Fritzberg PHONE (A/C, No, Ext): 925.822.9044 FAX (A/C, No): 916-583-7613 E-MAIL ADDRESS: kayla.fritzberg@epicbrokers.com |
| INSURED A. Teichert & Son, Inc. DBA Teichert Construction PO Box 15002 Sacramento CA 95851 | INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Liberty Mutual Fire Insurance Company 23035 INSURER B : Allied World Assurance Company (U.S.) 19489 INSURER C : Liberty Insurance Corporation 42404 INSURER D : INSURER E : INSURER F : |

License#: OB29370

TEICCONS

COVERAGES

CERTIFICATE NUMBER: 319981988

REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | Y | EB2661067002030 | 3/31/2020 | 3/31/2021 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 SIR \$ 750,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | EU2661067002040 | 3/31/2020 | 3/31/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ SIR \$ 500,000 |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | 03082614 | 3/31/2020 | 3/31/2021 | EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | EW766N067002010 | 3/31/2020 | 3/31/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

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

RE: PROJECT NO. JOC, BID NO. ROADS & BRIDGES 2020-02 (Teichert Job #11489). Additional Insured: The County of Monterey, its officers, agents, and employees.

When required by written contract, additional insured status with primary coverage applies to General & Auto Liability and waiver of subrogation applies to General Liability, Automobile Liability and Excess Workers' Compensation, all per the attached endorsements.

XCU, Contractual Liability, and "Broad Form Property Damage" are included per General Liability coverage form CG0001 04 13.

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey
 1441 Schilling Place, South 2nd Floor
 Salinas CA 93901

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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AGENCY CUSTOMER ID: TEICCONS

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

| | | | |
|--|-----------|--|--|
| AGENCY Edgewood Partners Insurance Center | | NAMED INSURED A. Teichert & Son, Inc. DBA Teichert Construction PO Box 15002 Sacramento CA 95851 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excess liability is follow form.

Named Insured is a California qualified self-insurer registered under #1867.

The Workers' Compensation Policy provides Excess Workers' Compensation / Employer's Liability coverage excess of a \$750,000 SIR.

POLICY NUMBER: EB2661067002030

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) Of Covered Operations |
|--|--|
| 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; and Any other person or organization you are required to add as an additional insured under the contract or agreement described in Section II below All prior to a loss occurring. | All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

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

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

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

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

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

POLICY NUMBER: EB2661067002030

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s): | Location And Description Of Completed Operations |
|--|--|
| 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; and Any other person or organization you are required to add as an additional insured under the contract or agreement described in Section II below All prior to a loss occurring. | All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense. |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. | |

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

Policy Number **EB2661067002030**
Issued by **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

OTHER INSURANCE AMENDMENT – SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

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

Schedule

Name of Person(s) or Organization(s): All persons or organizations as required by written contract prior to a loss occurring.

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

POLICY NUMBER: EB2661067002030

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

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

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

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

Policy Number EU2661067002040
Issued by LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY

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

This endorsement identifies person(s) or organization(s) who are **insureds** under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person(s) or organization(s) to whom you are obligated by a written agreement to procure Additional Insured coverage under your policy

Regarding Designated Contract or Project:

All contracts or projects

Each person or organization shown in the Schedule of this endorsement is an **insured** for Liability Coverage, but only to the extent that person or organization qualifies as an **insured** under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations and the agreement was executed prior to the **bodily injury** or **property damage**, then this insurance will apply before that other insurance, and we will not seek contribution from such insurance. However, insurance provided to the Additional Insured will subject to the **self-insured amount** and all other terms and conditions of the policy.

Policy Number: EU2661067002040
Issued by: LIBERTY MUTUAL FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

EXCESS AUTOMOBILE LIABILITY INDEMNITY POLICY
SELF-INSURED TRUCKER EXCESS LIABILITY POLICY

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

The Transfer Of Rights Of Recovery Against Others To Us condition is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization listed in the Schedule of this endorsement because of payments we make for injury or damage arising out of your operations of a covered auto. This waiver applies only to the person or organization listed in the Schedule of this endorsement.

Schedule

Premium: \$ INCL

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

**EXCESS INSURANCE POLICY FOR SELF INSURER OF
WORKERS COMPENSATION AND EMPLOYERS LIABILITY**

WAIVER OF SUBROGATION – RECOVERY FROM OTHERS

We have the right to recover any payments which we have made to you from anyone liable for such loss. We will not enforce our right against the person or organization named in the Schedule.

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

Schedule

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

Issued by Liberty Insurance Corporation

For attachment to Policy No. EW766N067002010

Effective Date: 03/31/2020 Premium \$

Issued to

GPO 4249
Ed. 01/01/1992

By: 
Authorized Representative


Page 1 of 1

ADDENDUM NO. 1 TO JOB ORDER CONTRACT

This Addendum No. 1 to the Job Order Contract, Roads and Bridges 2020-02 between Monterey County and A. Teichert & Son, Inc. dba Teichert Construction dated October 28, 2020, is to clarify the requirement to provide Builder's Risk insurance. Such insurance shall not be required at the time of execution of the Job Order Contract but shall be provided in form an amount acceptable to the County at the time a Job Order is issued.

DATED: 11/3/2020

COUNTY OF MONTEREY

DocuSigned by:

By 6984A467F94243E
Carl P. Holm, AICP
RMA Director

DATED: 11/2/2020

A. Teichert & Son, Inc. dba Teichert Construction

DocuSigned by:

By A05A5272BED24AF...
Eric Stannard
Vice President

PAYMENT BOND
(Civil Code Section 9550)
Division 00610

WHEREAS, the County of Monterey ("COUNTY") has awarded to Principal,

A. Teichert & Son Inc. dba Teichert Construction

as CONTRACTOR, a Contract for the following (**Check One Box**):

- PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-01;**
- PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-02;**
- PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-03, and**

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we A. Teichert & Son Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), and to the persons named in California Civil Code Section 9100 in the penal sum of Five Million, Ninety-Eight Thousand, Four Hundred and Eighteen (\$5,098,418), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

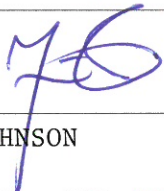
If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code Section 13020 with respect to such Work and labor, then the Surety shall pay for the same.


Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract on the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.

If the COUNTY brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code Section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code Sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above bounden parties have executed this instrument under their several seals this 25th day of September, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) A. Teichert & Son Inc. dba Teichert Construction
Principal
By: 
FRANCIS JOHNSON
Title: VP/REG. MGR., BAY AREA

(Corporate Seal) Liberty Mutual Insurance Company
Surety
By: 
Title: Donna M. Planeta, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

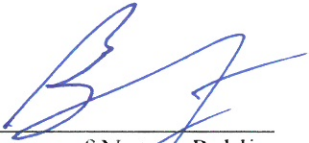
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of September, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025



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

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

Certificate No: 8202409-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Begun, Bryan M. Canceschi, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimce R. Perondine, Mercedes Pothirath, Jenny Rose Belen Pothirath, Noah William Pierce, Kristopher Pisano, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba, Jynell Marie Whitehead all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



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

By: [Signature]
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: [Signature]
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2020.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

PERFORMANCE BOND
(Public Contract Code Section 20129)
Division 00600

WHEREAS, County of Monterey "COUNTY" has awarded to Principal,

A. Teichert & Son Inc. dba Teichert Construction

as "CONTRACTOR", for the following project (**Check One Box**):

PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-01;

OR

PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-02;

OR

PROJECT NO. JOC 2020, BID NO. ROADS & BRIDGES 2020-03 and

WHEREAS, Principal, as CONTRACTOR, is required to furnish a bond in connection with said Contract, to secure the faithful performance of said Contract.

NOW, THEREFORE, we A. Teichert & Son Inc. dba Teichert Construction

as Principal, and Liberty Mutual Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "COUNTY"), in the penal sum of Five Million, Ninety-Eight Thousand, Four Hundred and Eighteen (\$5,098,418), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as CONTRACTOR, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said Contract and any alteration thereof made as therein provided, on Principal's part to be kept and performed, at the time and in the manner therein specified and in all respects according to their true intent and meaning, and (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

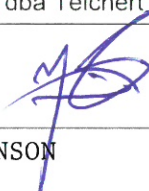
Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the call for bids, or to the Work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract or the call for bids, or to the Work, or to the specifications.


Whenever the Principal, as CONTRACTOR, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the Contract, Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms or conditions, or
2. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a Contract between such bidder and the County of Monterey, and make available as Work progresses (even though there should be a default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price.

If suit is brought upon this bond by the COUNTY and judgment is recovered, the Surety shall pay all litigation expenses incurred by the COUNTY in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above bounden parties have executed this instrument under their several seals this 25th day of September, 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) A. Teichert & Son Inc. dba Teichert Construction
Principal
By: 
FRANCIS JOHNSON
Title: VP/REG. MGR., BAY AREA

(Corporate Seal) Liberty Mutual Insurance Company
Surety
By: 
Title: Donna M. Planeta, Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

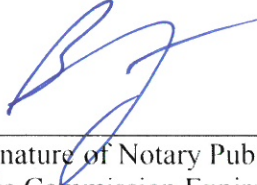
NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 25th day of September, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025



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

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

Certificate No: 8202409-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aiza Anderson, Samuel E. Bcgun, Bryan M. Caneschi, Saykham Chanthasonc, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Tanya Nguyen, Aimee R. Perondine, Mercedes Phothisrath, Jenny Rose Belen Phothisrath, Noah William Pierce, Kristopher Pisano, Donna M. Plancta, Joshua Sanford, Bethany Stevenson, Rebecca M. Stevenson, Eric Strba, Jynell Marie Whitehead

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



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

By: David M. Carey
David M. Carey, Assistant Secretary

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

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



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

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 25th day of September, 2020.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

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