RESOLUTION - ACTION REQUESTED 2021-515

MEETING: September 15, 2021

TO: The Board of Supervisors

FROM: Shannon Hansen, Interim Director of Public Works & Transportation

RE: Approve an Agreement with Fuchs General Contracting & Authorize Board Chair to Sign the Agreement

RECOMMENDATION AND JUSTIFICATION:
Approve an Agreement with Fuchs General Contracting for the Emergency Power Generation Plug in Project #PWFA-0128-2104 in an Amount No to Exceed $47,335; and Authorize Board of Supervisors Chair to Sign the Agreement.

Fuchs General Contracting is the lowest responsible bidder for this project.

This project will provide the installation of emergency generator plug-in two locations; The Hall of Records and Mariposa Elementary School. This Project is funded through a grant from P. G. & E. and is associated with their Emergency Power Shutoff Program.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On March 9, 2021 Resolution 2021-122 the Board authorized the Director of Public Works to advertise and accept bids for the project. The County received a grant from P. G. & E. for these type of project services.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve, the contractor will not be able to construct the approved work.

FINANCIAL IMPACT:
No financial impact, grant funded

ATTACHMENTS:
Fuchs General Contracting 22-003 Generator wiring (PDF)

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Tom Sweeney, District II Supervisors
AYES: Smallcombe, Sweeney, Long, Forsythe, Menetrey

REF ID# 12107
CONSTRUCTION SERVICES AGREEMENT

Installation of Generator Connector Wiring
Mariposa County Hall of Records & Mariposa Elementary School Gym
Project # 0128-2104
Agreement No. 22-003

DATE: 9-15-21

1. IDENTIFICATION OF CONTRACTOR:

CONTRACTOR: Fuchs General Contracting, 4677 Stetson Road, Clovis, CA 93619

LICENSE NO: 620167

2. SCOPE OF THE WORK

See Scope of Work attached as Appendix A.

3. COMPENSATION FOR WORK. Contractor's total compensation for the Work performed under this Agreement (Contract Sum) is $47,335, to be paid as (check one): (1) ☐ lump sum; (2) X lump sum with progress payments; (3) X per attached schedule of rates and charges, up to a guaranteed not-to-exceed amount of $47,335. All payments (check one): X shall ☐ shall not be subject to a five percent (5%) retention.

Contractor's hourly rates are listed in Exhibit A, Scope of Work and Cost Proposal. In the event payments to Contractor equal the "not to exceed" amount, and absent a written modification to this Agreement signed by the Owner, Contractor shall complete all services required under this Agreement without further compensation or cost reimbursement.

4. SCHEDULE OF PERFORMANCE FOR THE WORK. Contractor shall commence and complete the Work by the following dates:

Commencement Date shall be on the date established in the Notice to Proceed. Owner reserves the right to modify or alter the Commencement Date of the Work.

Substantial Completion Date: Within 30 working days of Commencement Date.

Final Completion Date: Within 15 working days of Substantial Completion.

4.01 Liquidated Damage Amounts.

A. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Substantial Completion of the entire Work, until achieved.

B. As liquidated damages for delay Contractor shall pay Owner Two Hundred Fifty dollars ($250.00) for each Day that expires after the time specified herein for Contractor to achieve Final Completion of the entire Work, until achieved.

4.02 Scope of Liquidated Damages

Fuchs General Contracting

Installation of Connector Wiring
A. Contractor and Owner agree that because of the nature of the Project, it would be impractical or extremely difficult to fix the amount of such actual damages incurred by Owner because of a delay in completion of all or any part of the Work. Contractor and Owner agree that specified measures of liquidated damages shall be presumed to be the amount of such damages actually sustained by Owner, and that because of the nature of the Project, it would be impracticable or extremely difficult to fix the actual damages.

B. Liquidated damages for delay shall cover administrative, overhead, interest on bonds, and general loss of public use damages suffered by Owner 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 facilities, or damages suffered by others who then seek to recover their damages from Owner (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof. Owner may deduct from any money due or to become due to Contractor subsequent to time for completion of entire Work and extensions of time allowed pursuant to provisions hereof, a sum representing then-accrued liquidated damages.

5. TERMS AND CONDITIONS.

5.01 Contractor shall perform the Work in accordance with the terms and conditions of this Agreement and the following attachments (together, Contract Documents):

A. Appendix A – Scope of Work and Contractor Cost Proposal
B. Appendix B – General Conditions
C. Appendix C – Insurance
D. Appendix D – Construction Performance Bond
E. Appendix E – Construction Labor and Materials Payment Bond

5.02 The Contract Documents are the sole and exclusive provisions that govern the Work described herein. Any provision contained in any purchase order issued in connection with this Agreement or the Work described herein shall be null and void and shall have no force or effect.

5.03 Agreement number must appear on all invoices and correspondence. Send invoices in duplicate immediately upon performance of Work ordered hereon to:

County of Mariposa, Public Works, 4639 Ben Hur Rd., Mariposa, CA 95338

COUNTY OF MARIPOSA.

By: Marshall Long, Chair
Board of Supervisors

CONTRACTOR:

Name: Fuchs General Contracting

By: (Signature)

ATTEST:

By: Rehe LaRoche
Clerk of the Board

APPROVE AS TO FORM:

By: Steven W. Dahlem
County Counsel

Fuchs General Contracting 22-003 - 2 Installation of Connector Wiring
Appendix A to Construction Services Agreement

SCOPE OF WORK

SCOPE OF SERVICES

The contractor shall perform all required modifications to the building electrical panels and will install the appropriate connectors, ready for the future generator installation.

The contractor will be expected to obtain all required permits from the County Building Department. The Public Works Department will assist the contractor in the preparation of required documents that support the permit application (ie. Aerial, site plan, photographs).

BUILDING SITE LOCATIONS:

1. MARIPOSA COUNTY HALL OF RECORDS
2. MARIPOSA ELEMENTARY SCHOOL
SCOPE OF SERVICES

Installation of Generator Connector Wiring
At Various County Buildings
Project # 0128-2104

The Work shall include all items required to provide a complete electrical installation at each building location. The pricing for Parts "A" and 'B' are to be submitted together, for each facility Bid Schedule.

The following are the expected deliverables:

PART 'A': DESIGN & PERMIT COST PROPOSAL
Provide a construction cost proposal for each building/facility that provides generator connector wiring at the building main electrical panel so that all essential functions can be provided by a future generator. Include any/all assumptions and exclusion to cover items not thoroughly known prior to commencement of construction. The cost should be determined by a licensed electrical contractor and should include all required tasks and materials needed to provide the required generator Connector Wiring.

PART 'B': COST OF INSTALLATION
The contractor shall perform all required modifications to the building electrical panels and will install the appropriate connectors, ready for the future generator installation.

The contractor will be expected to obtain all required permits from the County Building Department. The Public Works Department will assist the contractor in the preparation of required documents that support the permit application (i.e. Aerial, site plan, photographs).

SELECTED PROJECT SITES *

1. MARIPOSA COUNTY HALL OF RECORDS – (PER BID SHEET 1, LOCATION #1 $24,575)
2. MARIPOSA ELEMENTARY SCHOOL – (PER BID SHEET 3, LOCATION #3 $22,760)

TOTAL FOR CONTRACT $ 47,335.00

*PROJECT SITES NOT A PART OF THIS CONTRACT: #2 - MARIPOSA COUNTY ADMINISTRATION, #4 - MARIPOSA COUNTY HIGH SCHOOL, #5 - COULTERVILLE HIGH/GREELEY HILL ELEMENTARY SCHOOL, #6 - SPRING HILL ADMINISTRATION OFFICE.
MARIPOSA COUNTY PUBLIC WORKS
BID SCHEDULE & ACKNOWLEDGEMENT

County Building Installation of Generator Connector Wiring
Project # 0128-2104

LOCATION #3 – MARIPOSA ELEMENTARY SCHOOL GYM

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<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
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<td>A</td>
<td>DESIGN &amp; PERMIT COST PROPOSAL</td>
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<tr>
<td>B</td>
<td>COST OF INSTALLATION</td>
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BID SCHEDULE TOTAL, IN FIGURES: $ 22,760

SIGNATURE OF BIDDER: ___________________________  DATE: 4-8-21

NAME OF BIDDER (PRINT): Steve Fuchs

CONTRACTOR COMPANY NAME & LICENSE: Fuchs General Contracting Lic.# 620167 B, C-10, C-33

ASSUMPTIONS AND EXCLUSIONS:
(PROVIDE A NARRATIVE OR EXPLANATION FOR ANY ITEMS THAT COULD AFFECT ITEM A OR B IN THE BID SCHEDULE.)

1. Combination manual transfer switch with Cam-Lok receptacles.
2. NEC 700.3(F) compliant. 400 AMP rated.
3. Concrete pad will be provided for unit if necessary.
MARIPOSA COUNTY PUBLIC WORKS
BID SCHEDULE & ACKNOWLEDGEMENT

County Building Installation of Generator Connector Wiring
Project # 0128-2104

LOCATION #1 – MARIPOSA COUNTY HALL OF RECORDS

<table>
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<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
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<tr>
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<td>B</td>
<td>COST OF INSTALLATION</td>
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</table>

BID SCHEDULE TOTAL, IN FIGURES: $24,575

SIGNATURE OF BIDDER: ___________________________ DATE: 4-8-21

NAME OF BIDDER (PRINT): Steve Fuchs

CONTRACTOR COMPANY NAME & LICENSE: Fuchs General Contracting Lic.# 620167 B, C-10, C-33

ASSUMPTIONS AND EXCLUSIONS:
(provide a narrative or explanation for any items that could affect item A or B in the bid schedule.)

1. Combination manual transfer switch with Cam-Lok receptacles.

2. NEC 700.3(F) compliant. 400 AMP rated.

3. Concrete pad will be provided for unit if nessesary.
Appendix B to Construction Services Agreement

GENERAL CONDITIONS

ARTICLE 1 TERMS OF PERFORMANCE

1.01 Construction Services Agreement (Agreement) Force and Effect. The provisions of the Agreement and other Contract Documents constitute the entire agreement between the Contractor and Owner regarding the Work described herein. No representation, term or covenant not expressly specified in the Contract Documents shall, whether oral or written, be a part of this agreement. The Agreement and other Contract Documents shall govern the Work described herein (whenever performed), and shall supersede all other purchase orders and agreements between Contractor and Owner, and any proposal, with respect to the Work described herein.

1.02 No Modification or Waiver. The Contract Documents may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of Owner and Contractor. Contract Documents headings are for convenience only and do not affect the construction of the Contract Documents.

1.03 Performance of Work/No Assignment. Time is of the essence in the performance of the Work. Contractor will perform the Work in a skillful and workmanlike manner; comply fully with criteria established by Owner, and with applicable laws, codes, and all applicable industry standards. Contractor shall maintain its work area in a clean and sanitary condition, clear debris and trash at the end of each work day, and shall not damage or disrupt any property unless specifically part of the scope of the Agreement. Contractor shall not contract any portion of the Work or otherwise assign the Agreement without prior written approval of Owner, and any assignment without Owner's prior written approval shall be null and void. (Contractor shall remain responsible for compliance with all terms of the Contract Documents, regardless of the terms of any such assignment.) The Contractor shall permit Owner (or its designee) access to the work area, Contractor's shop, or any other facility, to permit inspection of the Work at all times during construction and/or manufacture and fabrication. The granting of any progress payment, and any inspections, reviews, approvals or oral statements by any Owner representative, or certification by any governmental entity, shall in no way limit Contractor's obligations under the Contract Documents. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of the Contract Documents, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof. Owner shall have, at all times, set-off rights with respect to any payment and Contractor's failure to perform the terms of the Contract Documents.

ARTICLE 2 LEGAL AND MISCELLANEOUS

2.01 Records and Payment Requests. Contractor shall submit all billings with all necessary invoices or other appropriate evidence of proper performance, after which Owner shall make payment within thirty (30) days. Upon Owner's written request, Contractor shall make available to Owner, its authorized agents, officers, or employees, any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the Work or the expenditures and disbursement charged to Owner, and all correspondence, internal memoranda, calculations, books and accounts, records documenting its Work under the Agreement, and invoices, payrolls, timecards, records and all other data related to matters covered by the Agreement. Contractor shall furnish to Owner, its authorized agents, officers, or employees, such other evidence or information as Owner may require with regard to the Work or any such expenditure or disbursement charged by Contractor. Contractor shall maintain all such documents and records prepared by or furnished to Contractor during the course of performing the Work for at least five years following completion of the Work, except that all such items pertaining to hazardous materials shall be maintained for at least thirty (30) years. Contractor shall permit Owner to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of the Agreement shall have the same rights conferred to Owner by this section. Such rights shall be specifically enforceable.

2.02 Independent Contractor. Contractor is an independent Contractor and does not act as Owner's agent in any capacity, whatsoever. Contractor is not entitled to any benefits that Owner provides to Owner employees including, without limitation, insurance, worker's compensation benefits or payments, pension benefits, health benefits or insurance benefits. Terms within the Contract Documents regarding directives apply to and concern the result of the Contractor's provision of Work not the means, methods, or scheduling of the Contractor's Work. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures with respect to its provision of Work under the Contract Documents. Contractor shall pay all payroll taxes imposed
by any governmental entity and will pay all other federal, state, or local taxes not specifically identified in the Contract Documents as Owner's responsibility.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of Owner, Contractor shall indemnify, defend, and hold Owner harmless for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of Owner.

2.03 Indemnity/Liability. Contractor shall defend, indemnify, and save harmless, to the fullest extent permitted by law, the Owner and each of its board members, officers, directors, representatives, agents, employees, and volunteers (Owner Indemnities), against all claims, suits, actions, loss, cost, damage, expense, and liability arising from or related to bodily injury to or death of any person or damage to any property, or resulting from any breach and/or Contractor's negligence in performing the Work pursuant to the Contract Documents. Notwithstanding any provision of the Contract Documents, Owner shall not be liable to Contractor or anyone claiming under it, in contract or tort, for any special, consequential, indirect or incidental damages arising out of or in connection with the Contract Documents or the Work. Owner's rights and remedies, whether under the Agreement or other applicable law, shall be cumulative and not subject to limitation. Contractor's obligations to defend, indemnify, and save harmless the Owner Indemnities are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement. Contractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

2.04 Defective Work; Warranties. Contractor warrants that all construction services shall be performed in accordance with generally accepted professional standards of good and sound construction practices, all Contract Documents requirements, and all laws, codes, standards, licenses, and permits. Contractor warrants that all materials and equipment shall be new, of suitable grade of their respective kinds for their intended uses, and free from defects. Contractor hereby grants to Owner for a period of one year following the date of completion its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers. If either prior to completion of the Work, or within one year after completion, any Work (completed or incomplete) is found to violate any of the foregoing warranties (Defective Work), Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, correct, remove and replace the Defective Work with conforming Work, and correct, remove and replace any damage to other Work or other property resulting therefrom. If Contractor fails to do so, Contractor shall pay all of the Owner's resulting claims, costs, losses and damages. Where Contractor fails to correct Defective Work, or defects are discovered outside the correction period, Owner shall have all rights and remedies granted by law.

2.05 Compliance with Laws; Conflict of Interests. Contractor agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act. Contractor, its officer, partners, associates, agents, and employees, shall not make, participate in making, or in anyway attempt to use the position afforded them by the Contract Documents to influence any governmental decision in which he or she knows or has reason to know that he or she has a financial interest under applicable state, federal and local conflict of interest regulations. Contractor warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. Contractor shall not engage in unlawful employment discrimination including, but not limited to, discrimination based upon a person's race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, sexual orientation, or sexual identity as prohibited by state or federal law.

2.06 Termination; Suspension; Disputes. Owner may direct Contractor to terminate, suspend, delay, interrupt or accelerate Work, in whole or in part, for such periods of time as Owner may determine in its sole discretion. Owner will issue such directives in writing, and may do so, in whole or in part, for its convenience or due to Contractor's fault. Owner will compensate Contractor for extra costs resulting from such directives only to the extent that Owner issues such directives for its convenience and not due to Contractor's fault (but Owner shall not compensate Contractor for costs, profit or overhead anticipated to be earned or incurred on Work terminated for Owner's convenience.) Contractor shall continue its Work throughout the course of any dispute, and Contractor's failure to continue Work during a dispute shall be a material breach of the Contract Documents. All claims by Contractor against Owner shall be submitted in writing to Owner, and shall be governed by Public Contract Code Sections 9204, 20104 – 20104.6, after which time the one year time period
in Government Code Section 911.2 shall be, pursuant to Government Code Section 930.2, reduced to 90 days. Should Contractor be terminated for default, and such termination is subsequently determined to be wrongful, such termination will be converted to a termination for convenience as provided herein.

2.07 Execution; Venue; Limitations. The Agreement shall be deemed to have been executed in County of Mariposa, California. Enforcement of the Contract Documents shall be governed by the laws of the State of California, excluding its conflict of laws rules. Except as expressly provided in the Contract Documents, nothing in the Contract Documents shall operate to confer rights or benefits on persons or entities not party to the Agreement. As between the parties to the Agreement, any applicable statute of limitations for any act or failure to act shall commence to run on the date of Owner's issuance of the final Certificate for Payment, or termination of the Contract Documents, whichever is earlier, except for latent defects, for which the statute of limitation shall begin running upon discovery of the defect and its cause.

2.08 Employee Wages; Records; Apprentices. Contractor shall pay prevailing wages to its employees on any contract in excess of $1,000.00 (one thousand dollars). Copies of the prevailing rate of per diem wages are on file at Owner's principal office. Contractor shall comply with the 8-hours per day/40 hours per week/overtime/working hours restrictions for all employees, pursuant to the California Labor Code. Contractor and all subcontractors shall keep and maintain accurate employee payroll records for Work performed under the Agreement. The payroll records shall be certified and submitted as required by law, including Labor Code Section 1771.4 (if applicable) and 1776, including (if the Agreement is awarded on or after April 1, 2015 or continues on or after January 1, 2016) to the Labor Commissioner no less frequently than monthly. Contractor shall comply fully with Labor Code Section 1777.5 in the hiring of apprentices for work relating to the Agreement. If the Agreement exceeds $2,000 and is funded with federal funds, then Contractor shall pay federal Davis Bacon wages and comply with applicable federal requirements.

2.09 Mandatory Contractor and Subcontractor Registration. Pursuant to Labor Code Section 1771(a), Contractor represents that it and all of its Subcontractors are currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor covenants that any additional or substitute Subcontractors will be similarly registered and qualified.

2.10 Worker's Compensation. Pursuant to Labor Code Sections 1850 and 1861, in accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees. Contractor represents that it is aware of the provisions of Labor Code Section 3700 that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work.

2.11 Construction Performance Bond; Construction Labor and Materials Payment Bond; Securities in Lieu of Retention Escrow Account.

A. If Contract Sum under the Agreement exceeds (or is expected to exceed) $15,000, Contractor shall provide a construction performance bond in form attached hereto as Appendix D – Construction Performance Bond, and a construction labor and material payment bond, in accordance with Civil Code Section 9550 and in form attached hereto Appendix E – Construction Labor and Materials Payment Bond. Contractor may not substitute cash in lieu of the required bond(s).

B. If the Agreement specifies performance retention, Contractor may elect to substitute securities or direct payment to an escrow account, pursuant to Public Contract Code Section 22300 (incorporated herein by this reference).

2.12 Earthwork and Underground Facilities. If the Work involves digging trenches or other excavations that extend deeper than four feet below the surface, Contractor shall notify Owner in writing of any material that Contractor believes may be hazardous waste that is required to be removed in accordance law, subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids, or unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents, pursuant to Section 7104 of the Public Contract Code. For any Work involving trench shoring that costs in excess of $25,000, Contractor shall submit and Owner (or a registered civil or structural engineer employed by Owner) must accept, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, pursuant to Labor Code Section 6705. If such plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer. Consistent with Government Code Section 4215, as between Owner and Contractor,
Owner will be responsible for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Site only if such utilities are not identified in the Contract Documents or information made available for bidding.

2.13 Public Records Act. Contractor is aware that this Agreement and any documents provided to the Owner may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the Contractor to clearly identify information in those documents it considers to be confidential under the California Public Records Act. To the extent that Owner agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

2.14 Claims. Contractor is hereby informed that Public Contract Code Section 9204 provides:

A. Should any clarification, determination, action or inaction by Owner, Work, or any other event, in the opinion of Contractor, exceed the requirements of or not comply with Contract Documents, or otherwise result in Contractor seeking additional compensation in time or money or damages for any reason (collectively "Disputed Work"), then Contractor and Owner will make good faith attempts to resolve informally any and all such issues, claims and/or disputes. Before commencing the Disputed Work, or within seven Days after Contractor's first knowledge of the Disputed Work, whichever is earlier, Contractor shall file a written notice and cost proposal for the Disputed Work with County stating clearly and in detail its objection and reasons for contending the Work or interpretation is outside the requirements of Project Documents. If a written notice and cost proposal for Disputed Work is not issued within this time period, or if Contractor proceeds with the Disputed Work without first having given the notice required by this paragraph, Contractor shall waive its rights to further claim on the specific issue.

B. Owner will review Contractor's timely notice and cost proposal for Disputed Work and provide a decision. If, after receiving the decision, Contractor disagrees with it or still considers the Work required of it to be outside of the requirements of Project Documents, it shall so notify Owner, in writing, within seven Days after receiving the decision, by submitting a notice of potential claim, stating that a formal claim will be issued. Within 30 Days of receiving the decision, Contractor shall submit its claim in the form specified herein and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting its position. Contractor's failure to furnish notification within seven Days and all justifying documentation within 30 Days will result in Contractor waiving its right to the subject claim.

C. Claim Format

1. A. Contractor shall submit the claim justification in the following format:
   (a) Cover letter and certification;
   (b) Summary of claim, including underlying facts, entitlement, schedule analysis, quantum calculations, Project provisions supporting relief;
   (c) List of documents relating to claim including Specifications, Drawings/Plans clarifications/requests for information, schedules, notices of delay, cost calculations and any others;
   (d) Chronology of events and correspondence;
   (e) Analysis of claim merit;
   (f) Analysis of claim cost; and
   (g) Attach supporting documents referenced in paragraph 2.14.C.1(c), above.

D. Required Provisions on Contract Claim Resolution

1. Public Contract Code Section 9204 specifies provisions on resolving contract claims of any size, and Public Contract Code Section 201014, et seq., specifies required provisions on resolving contract claims less than $375,000. Those statutes constitute a part of this Contract. In the event any other Contract provision violates such statutes, the applicable statute controls.

2. Public Contract Code Section 9204 provides:
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner.
   (b) Procedure:
(1) Upon receipt of a Claim the Owner shall conduct a reasonable review of the Claim and within 45 days, or if Owner's governing body must approve Owner's response to the Claim and the governing body has not met within the 45 days then within three (3) days of the governing body's meeting, shall provide Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Should Owner take no action on the Claim within 45 days of submission, it shall be deemed denied.

(2) If the Contractor disputes Owner's response to its Claim, including a failure to respond, it may submit via registered mail or certified mail, return receipt requested, a written demand for an informal conference to meet and confer for settlement of the issues in dispute. Owner shall schedule such a meet and confer conference within 30 days for settlement of the dispute. Within ten (10) days of the meet and confer conference Owner shall provide Contractor with a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. If the Contractor disputes Owner's statement it shall inform Owner and they shall mutually agree to a mediator within 10 business days of the written statement.

(3) Owner shall pay the undisputed portions of the Claim within 60 days of the issuance of a written statement identifying an undisputed portion.

(4) Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the claimant sharing the associated costs equally. The Owner and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

(5) For claims under $375,000, unless the parties agree otherwise in writing, mediation pursuant to these provisions shall excuse the mediation obligation under Public Contracting Code section 20104.4(a).

(6) The parties may mutually agree, in writing, to waive the mediation requirements of this subsection and proceed to the commencement of a civil action.

(7) Failure by the Owner to respond to a Claim from a Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A Claim that is denied by reason of the public entity's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant.

(8) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(9) If a Subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a Subcontractor or lower tier subcontractor. A Subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the Subcontractor or by a lower tier subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the Claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the claim to the Owner and, if the original Contractor did not present the claim, provide the Subcontractor with a statement of the reasons for not having done so.

(10) Nothing in this section shall impose liability upon an Owner that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
(11) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

3. To the extent applicable, Public Contract Code Section 20104, et seq., provide.
   (a) For the purposes of this section, "Claim" means a separate demand by Contractor of $375,000 or less for (1) a time extension, (2) payment or money or damages arising from Work done by or on behalf of Contractor arising under the Contract Documents and payment of which is not otherwise expressly provided for or the Claimant is not otherwise entitled to, or (3) an amount the payment of which is disputed by Owner. Separate Contractor Claims that together total more than $375,000 do not qualify as a "separate demand of $375,000 or less," as referenced above, and are not subject to this section.
   (b) Caution. This section does not apply to tort claims, and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 and Chapter 2 of Part 3 of Division 3.6 of Title 1 of the Government Code.
   (c) Procedure:
   (1) The Claim must be in writing, submitted in compliance with all requirements of General Conditions including, without limitation, the time prescribed by and including the documents necessary to substantiate the Claim. Nothing in this section is intended to extend the time limit or supersede notice requirements for the filing of claims as set forth in the General Conditions or elsewhere in the Contract Documents.
   (2) For Claims of fifty thousand dollars ($50,000) or less, Owner shall respond in writing within forty-five (45) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant. Owner's written response to the Claim, as further documented, shall be submitted to Claimant within fifteen (15) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
   (3) For Claims over Fifty Thousand Dollars ($50,000) and less than or equal to $375,000: Owner shall respond in writing within sixty (60) days of receipt of the Claim, or Owner may request in writing within thirty (30) days of receipt of the Claim, any additional documentation supporting the Claim or relating to any defenses or claims Owner may have against Claimant. If additional information is thereafter required, it shall be requested and provided in accordance with this section upon mutual agreement of Owner and Claimant; Owner's written response to the Claim, as further documented, shall be submitted to Claimant within thirty (30) days after receipt of further documentation or within a period of time no greater than taken by Claimant in producing the additional information, whichever is greater.
   (4) Meet and Confer: If Claimant disputes Owner's written response, or Owner fails to respond within the time prescribed above, Claimant shall notify Owner, in writing, either within fifteen (15) days of receipt of Owner's response or within fifteen (15) days of Owner's failure to timely respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon demand Owner will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
   (5) Following the meet and confer conference, if the Claim or any portion remains in dispute, Claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time Claimant submits its written claim as set forth herein, until the time that Claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
Appendix C to Construction Services Agreement

INSURANCE

1. Commercial General Liability Insurance, written on an "occurrence" basis, which shall provide coverage for bodily injury, death and property damage resulting from operations, liability for slander, false arrest and invasion of privacy, blanket contractual liability, broad form endorsement, and completed operations, personal and advertising liability, with limits of not less than [2,000,000] general aggregate and [1,000,000] each occurrence, subject to a deductible of not more than [1,000] payable by Contractor.

2. Business Automobile Liability Insurance with limits not less than [1,000,000] each occurrence including coverage for owned, non-owned and hired vehicles, subject to a deductible of not more than [1,000] payable by Contractor.

3. Workers’ Compensation Employers’ Liability limits not less than [1,000,000] each accident, [1,000,000] per disease and [1,000,000] aggregate. Contractor’s Workers’ Compensation Insurance policy shall contain a Waiver of Subrogation against the County of Mariposa, its board members, officers, directors, officials, agents, employees and volunteers. In the event Contractor is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations Administration of Self-Insurance, State of California.

4. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the Owner Indemnities as Additional Insureds. The requirements for coverage and limits shall be the greater of either the minimum coverage and limits specified in this Agreement or the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured.

5. Insurance policies in this Appendix C shall contain an endorsement containing the following terms:

5.01 Owner Indemnities shall be named as Additional Insureds, but only with respect to liability arising out of the activities of the named insured, and there shall be a waiver of subrogation as to each named and Additional Insured. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Owner has received a waiver of subrogation endorsement from the insurer.

5.02 The policies shall apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the company’s liability.

5.03 Written notice of cancellation, non-renewal or of any material change in the policies shall be mailed to County of Mariposa thirty (30) days in advance of the effective date thereof.

5.04 Contractor insurance shall be primary insurance as to Owner and no other insurance or self-insured retention carried or held by any named or Additional Insureds other than Contractor shall be called upon to contribute to a loss covered by insurance for the named insured.

6. Certificates of Insurance and Endorsements shall have clearly typed thereon the Project Name, shall clearly describe the coverage and shall contain a provision requiring the mailing of written notices of cancellation described in clause 5.03 above. Contractor shall furnish the Owner with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Owner before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

7. All policies of insurance shall be placed with insurers acceptable to Owner. The insurance underwriter(s) must be duly licensed to do business in the State of California and (other than for workers’ compensation) must have an A.M. Best Company rating of [A-VII] or better. Required minimum amounts of insurance may be increased should conditions of Work, in the opinion of Owner, warrant such increase. Contractor shall increase required insurance amounts upon direction by Owner.

8. The insurance coverage limits may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also

Fuchs General Contracting

22-003 - 11

Installation of Connector Wiring
apply on a primary and non-contributory basis for the benefit of Owner and Additional Insureds, to the extent required by this Agreement, before the Owner’s insurance or self-insurance may be called upon to protect Owner as a named insured.

9. All self-insured retentions (SIR) must be disclosed to Owner for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Contractor/named insured or Owner.

10. Contractor agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this Agreement that is required of Contractor including, without limitation, the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor’s work. Subcontractors hired by Contractor shall agree to be bound to Contractor and Owner in the same manner and to the same extent as Contractor is bound to Owner under this Contract and its accompanying documents. Subcontractors shall further agree to include these same provisions with any lower tier subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. Contractor shall require all subcontractors to provide a valid Certificate of Insurance and the required endorsements included in the subcontract agreement, and will provide proof of compliance to the Owner prior to commencement of any work by the subcontractor.

11. Special Risks or Circumstances: County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(End of Appendix C)
# Certificate of Liability Insurance

**CERTIFICATE OF LIABILITY INSURANCE**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER 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 endorsements.

**PRODUCER**
Pacific United Insurance Services
7851 Mission Center Court
Suite 322
San Diego CA 92108

**INSURER(S) AFFORDING COVERAGE**

**INSURER A:** United National Insurance Company

**INSURER B:**

**INSURER C:**

**INSURER D:**

**INSURER E:**

**INSURER F:**

**COVERAGE**

**CERTIFICATE NUMBER:** CL2112918988

**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.

<table>
<thead>
<tr>
<th>INSURER (a)</th>
<th>TYPE OF INSURANCE</th>
<th>ADD./ SUB. LIMIT</th>
<th>POLICY NUMBER</th>
<th>POLICY EFFECT</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>X OCCUR</td>
<td>GRW00100221</td>
<td>1/28/2021</td>
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<td>X</td>
<td></td>
<td></td>
<td>EACH OCCURRENCE</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (Excluded)</td>
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</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person)</td>
<td>$5,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADJURY</td>
<td>$1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE</td>
<td>$2,000,000</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td>PRODUCTS - COMPROD AGG</td>
<td>$2,000,000</td>
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<tr>
<td>X AUTOMOBILE LIABILITY</td>
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<td></td>
<td>ALL OWNED AUTO</td>
<td>SCHEDULED AUTO</td>
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<td>BODY INJURY (Per person)</td>
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<td></td>
<td>NON-OWNED AUTO</td>
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<td></td>
<td>PROPERTY DAMAGE</td>
<td>$2,000,000</td>
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<td></td>
<td>HIRED AUTO</td>
<td></td>
<td></td>
<td>(Per accident)</td>
<td>$5,000</td>
</tr>
<tr>
<td>X UMBRELLA LIAB</td>
<td>OCCUR</td>
<td></td>
<td></td>
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<td>X EXCESS LIABILITY</td>
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**WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY**

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<tr>
<th>Y/N</th>
<th>PER STATUTE</th>
<th>OTHER</th>
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</thead>
<tbody>
<tr>
<td>N/A</td>
<td>F.L. EACH ACCIDENT</td>
<td>$1,000,000</td>
</tr>
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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Verification of Coverage

**CERTIFICATE HOLDER**

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

P Mosteller/ANDREW

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ACORD 25 (2014/01)
INS025 (2014/01)

The ACORD name and logo are registered marks of ACORD
# Automobile Policy Declarations

Please keep with your policy. See Important Notice on reverse.

For questions or changes call: (800) 922-8228

Page 1 of 1

## POLICY INFORMATION

<table>
<thead>
<tr>
<th>Declarations Type</th>
<th>Amended Declarations</th>
<th>Process Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Policy Number</td>
<td>CAAS102073568</td>
<td>11-24-2020</td>
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<tr>
<td>Insured Since</td>
<td>2009</td>
<td></td>
</tr>
<tr>
<td>From</td>
<td>09-10-2020</td>
<td></td>
</tr>
<tr>
<td>Your Policy Period</td>
<td></td>
<td></td>
</tr>
<tr>
<td>To</td>
<td>09-10-2021</td>
<td></td>
</tr>
</tbody>
</table>

## Alternate Address

4677 Stetson Rd
CLOVIS, CA 93619-8639

Alternate Number (559) 658-7087

**VEHICLES**

<table>
<thead>
<tr>
<th>Item</th>
<th>Make</th>
<th>Model Yr</th>
<th>Body Type</th>
<th>Vehicle Identification No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>FORD</td>
<td>2016</td>
<td>PICKUP</td>
<td>1FT7W28TX6EC61164</td>
</tr>
<tr>
<td>2</td>
<td>SUBARU</td>
<td>2018</td>
<td>SUV</td>
<td>4S485ANC6J2J237603</td>
</tr>
<tr>
<td>3</td>
<td>FORD</td>
<td>2016</td>
<td>PICKUP</td>
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**COVERAGE/PREMIUMS**

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Liability Limits</th>
<th>Item 1</th>
<th>Item 2</th>
<th>Item 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$500,000</td>
<td>$196</td>
<td>$150</td>
<td>$167</td>
</tr>
<tr>
<td>Medical Payments</td>
<td>$5,000</td>
<td>$18</td>
<td>$24</td>
<td>$26</td>
</tr>
<tr>
<td>Uninsured Motorists</td>
<td>$500,000</td>
<td>$57</td>
<td>$76</td>
<td>$98</td>
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<tr>
<td>Property Damage</td>
<td>$100,000</td>
<td>$171</td>
<td>$181</td>
<td>$172</td>
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<tr>
<td>Comprehensive</td>
<td>Actual Cash Value Less Deductible</td>
<td>$189</td>
<td>$136</td>
<td>$183</td>
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<tr>
<td>Full Comprehensive Safety Glass Endorsement</td>
<td>(0 deductible)</td>
<td>NO COV</td>
<td>NO COV</td>
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<tr>
<td>Collision</td>
<td>Actual Cash Value Less Deductible</td>
<td>$368</td>
<td>$334</td>
<td>$422</td>
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<tr>
<td>Enhanced Transportation Expense</td>
<td>$25 per day/$750 aggregate</td>
<td>INCL</td>
<td>$28</td>
<td>$28</td>
</tr>
</tbody>
</table>

**EXCLUSIONS**

There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:

None

**CHANGES**

Schedule of Changes
Maintain General Information

*CA Surchage: $0

**Total Premium Shown is for the Member Advantage™ Program.**

**EXCLUSIONS**

There is no coverage provided by this Policy while the following individual(s) operate a motor vehicle:

None

**Schedule of Changes**

Maintain General Information

(Continued on back)
<table>
<thead>
<tr>
<th>Item</th>
<th>Rated Driver</th>
<th>Driv Safety Record</th>
<th>Yrs Driv Exp</th>
<th>Est Ann Mi Driven</th>
<th>Veh Garage Zip</th>
<th>VehICLE Usage</th>
<th>Marital</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Undesignated</td>
<td>5000 Mi</td>
<td>40</td>
<td>93601</td>
<td>93601</td>
<td>Pleasure</td>
<td>M</td>
</tr>
<tr>
<td>2</td>
<td>Steve Fuchs</td>
<td>7000 Mi</td>
<td>39</td>
<td>93601</td>
<td>93601</td>
<td>Pleasure</td>
<td>M</td>
</tr>
<tr>
<td>3</td>
<td>Joanna Fuchs</td>
<td>13000 Mi</td>
<td>39</td>
<td>93601</td>
<td>93601</td>
<td>Pleasure</td>
<td>M</td>
</tr>
</tbody>
</table>

DISCOUNTS/MESSAGES

- Discounts: Mature Driver: None.
- Good Driver: Item(s) 1, 2, 3.
- Multi Policy Home: Item(s) 1, 2, 3.

- Multi Car: Item(s) 1, 2, 3.
- New Driver: None.
- Good Student: None.

LOSS PAYEE(S)

<table>
<thead>
<tr>
<th>Item</th>
<th>PAYEE</th>
<th>ADDRESS 1</th>
<th>ADDRESS 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>GOLDEN 1 CU</td>
<td>PO BOX 15966</td>
<td>SACRAMENTO CA 95852</td>
</tr>
<tr>
<td>2</td>
<td>CHASE AUTO FINANCE</td>
<td>PO BOX 80015</td>
<td>ATLANTA GA 30366</td>
</tr>
<tr>
<td>3</td>
<td>GOLDEN 1 CU</td>
<td>PO BOX 15966</td>
<td>SACRAMENTO CA 95852</td>
</tr>
</tbody>
</table>

IMPORTANT NOTICE: THIS IS A PART OF YOUR DECLARATIONS

The insurance afforded is only with respect to such of the preceding coverages as are indicated by specific premium charge or charges. The limit of the Exchange's liability under each such coverage shall be as stated herein, subject to all the terms of the policy. The purpose for which the automobile is to be used is pleasure or business, subject to the exclusions in the policy, including the exclusion for wholesale and retail delivery.

RENEWAL CERTIFICATE - Extends this policy for the period shown under Policy Period upon payment of the premium.

AMENDED DECLARATIONS - In consideration of the premium adjustment indicated herein this policy is hereby amended only with respect to such changes as are indicated in the schedule of changes. The limit of the Exchange's liability under such amended coverage shall be as stated herein.

LOSS PAYEE(S) - Any loss under Physical Damage coverages is payable as interest may appear to the named insured and the Loss Payee in accordance with the loss payable agreement.

RATING INFORMATION DISCLOSURE EXPLANATION

(From Discounts/Messages Section on Previous Page)

ITEM (ITEM NUMBER): Item number is the number assigned to the vehicle shown on the Declarations.

RATED DRIVER: The driver assigned to a vehicle whose attributes (e.g., years driving experience, driving safety record and marital status) are used to develop the premium.

DRIV SAFETY RECORD (DRIVING SAFETY RECORD): The total number of points assessed the driver for "principally at fault chargeable accidents" with or without injury and/or vehicle code violation convictions (tickets). A "principally at fault chargeable accident" occurs when the driver of a vehicle is at least 51% at fault for an accident and the total monetary damages (whether paid or not) in the accident exceed:

- $750 or the accident resulted in death for losses occurring prior to 12/11/11
- $1,000 or the accident resulted in death for losses occurring 12/11/2011 or after

Additional information on the number and types of incidents can be provided on request. Carriers use different point count systems for rating purposes. The number of points shown on your declarations would not necessarily match the number of points assigned by another carrier.

YRS DRIV EXP (YEARS DRIVING EXPERIENCE): The number of years a driver has been licensed to drive a motor vehicle anywhere in the world. However, a driver must have at least 18 months current driving experience in the United States, U.S. Territories, or Canada, before foreign country driving experience can be counted.

EST ANN MI DRIVEN (ESTIMATED ANNUAL MILES DRIVEN): The estimated number of total miles a vehicle will be driven in the coming year.

VEH GARAGE ZIP (VEHICLE GARAGED ZIP CODE): The ZIP code of the location where the vehicle is garaged.

VEHICLE USAGE: Vehicles are assigned to one of five usage designations: Business Use, Work Commute, Farm Use, Farm Business Use or Pleasure.

MARITAL (MARITAL STATUS): "M" stands for Married, and "S" stands for Single.

DISCOUNTS: A reduced rate applies for each Discount listed.
Personal Umbrella Policy Declarations

Amended Effective: 01/06/2021
For questions or changes call: (800) 922-8228

Policy Number: CAPU-108050368
Membership Number: 429005-11522760-22

Named Insured and Mailing Address

STEVE FUCHS
4677 STETSON RD
CLOVIS, CA 93619-8639

Agency Information
MANUEL TORRES
6717 N RIVERSIDE DR
STE 102
FRESNO, CA 93722
(559) 440-7393

Your Policy Period
From: 01/06/2021
To: 01/06/2022
12:01 A.M. Standard Time. but not prior to the time applied for or, if this is a replacement Declarations, not prior to the time coverage change was requested.
12:01 A.M. Standard Time.

Notice Date: 12/14/2020
Home Phone #: (559) 658-7087
Business Phone #:

Named Insured(s)
STEVE FUCHS

Limit of Insurance
$1,000,000

Underlying Insurance
This policy is issued in reliance on representation of the Named Insured(s) listed above that valid and collectible underlying insurance as shown in this section is now in force, and will at all times be in force, in at least the amounts shown, for each auto, watercraft, and recreational motor vehicle (including motorcycles) owned, leased by or furnished for regular use by you or any resident of your household, and for all residential premises owned, leased by or leased to any insured. An explanation of important terms appears on the reverse side of these Declarations. Defined words appear in the Definitions section of the policy.

<table>
<thead>
<tr>
<th>Coverage</th>
<th>Description</th>
<th>Liability Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential Premises</td>
<td>Primary; 4677 Stetson Rd, Clovis, CA 93619-8639</td>
<td>500,000</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>2016 FORD F250 1FT7W2TXGEC61164</td>
<td>500,000/500,000</td>
</tr>
<tr>
<td>Auto Liability</td>
<td>2018 SUBARU OUTBACK 4S4BSANC8J3237603</td>
<td>500,000/500,000</td>
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<tr>
<td>Auto Liability</td>
<td>2016 FORD F350 1FT8W3DT8GEB32184</td>
<td>500,000/500,000</td>
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</tbody>
</table>

Forms and Endorsements

Form Number | Personal Umbrella Coverages | Premium        | Total Policy Premium: $235.00
58 2000 08012009 (CA 7/2015) California Personal Umbrella Policy | Included        |
## Underlying Insurance Requirements

<table>
<thead>
<tr>
<th>Underlying Coverages</th>
<th>Bodily Injury per person/ per occurrence</th>
<th>and</th>
<th>Property Damage per occurrence</th>
<th>and</th>
<th>Personal Injury per offence</th>
<th>or</th>
<th>Combined Single Limit per occurrence</th>
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</thead>
<tbody>
<tr>
<td>Residential Premises</td>
<td>$500,000/ $500,000</td>
<td>and</td>
<td>$500,000/ $500,000</td>
<td>and</td>
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<td>Auto</td>
<td>$500,000/ $500,000</td>
<td>and</td>
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<td>$100,000</td>
<td></td>
<td></td>
<td></td>
<td>$100,000</td>
</tr>
<tr>
<td>Recreational Motor Vehicle Liability</td>
<td>$500,000/ $500,000</td>
<td></td>
<td>$100,000</td>
<td></td>
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<td></td>
<td>$500,000</td>
</tr>
<tr>
<td>(includes motorcycles, golf carts, snowmobiles, trailers)</td>
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<tr>
<td>Watercraft Liability</td>
<td>$500,000/ $500,000</td>
<td></td>
<td>$500,000/ $500,000</td>
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<td></td>
<td></td>
<td>$500,000/ $500,000</td>
</tr>
</tbody>
</table>

### Important Notes

All Residential Premises policies must have "personal injury" coverage, as defined in the "Definitions" section of your Personal Umbrella Policy.

Under the heading "Minimum Underlying Limits of Liability," reference is made to "per person" and "per occurrence" limits. These phrases have special meaning, as follows:

- The "per person" limit of liability means the most that the underlying insurer will pay for all damages sustained by one person as the result of any one "occurrence."

- The "per occurrence" limit of liability means the most that the underlying insurer will pay for all damages sustained by all persons as the result of any one "occurrence."

"Occurrence" is a defined term in the underlying insurance and in the "Definitions" section of your Personal Umbrella Policy.
P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-01-2020

GROUP: 
POLICY NUMBER: 9288553-2020
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 12-01-2021
12-01-2020/12-01-2021

CONTRACTORS STATE LICENSE BOARD
WORKERS COMPENSATION UNIT
PO BOX 26606
SACRAMENTO CA 95826-0026

LIC PERMIT#: 820167
INCEPTION DATE: 12-01-2020
DD: NF

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

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING:
THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER;
EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING
CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS'
COMPENSATION LAW.

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

FUCHS, STEVE DBA: FUCHS GENERAL CONTRACTING
4877 STETSON RD
CLOVIS CA 93619

[WLACN]}

REV.7-2014

PRINTED : 11-25-2020
P.O. BOX 8192, PLEASANTON, CA 94588

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 12-01-2020

GROUP: 
POLICY NUMBER: 9288553-2020
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 12-01-2021
12-01-2020/12-01-2021

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

LIC PERMIT#: 620167
INCEPTION DATE: 12-01-2020
DO: NF

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.

[Signature]
Authorized Representative

[Signature]
President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

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

FUCHS, STEVE DBA: FUCHS GENERAL CONTRACTING
4877 STETSON RD
CLOVIS CA 93619

[REV.7-2014]

PRINTED: 11-25-2020
Appendix D to Construction Services Agreement

CONSTRUCTION PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, County of Mariposa, a political subdivision of the California State of California (Owner) has awarded to Fuchs General Contracting, as Principal, a Construction Services Agreement, dated the 1st day of September, 2021 (Agreement), titled THE INSTALLATION OF GENERATOR CONNECTOR WIRE PROJECT in the amount of $47,335, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Installation of Generator Connector Wiring

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement, guaranteeing the faithful performance thereof;

3. NOW, THEREFORE, we, the undersigned Principal and Surety are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM to be paid to Owner or its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, shall promptly and faithfully perform the covenants, conditions, and agreements of the Agreement during the original term and any extensions thereof as may be granted by Owner, with or without notice to Surety, and during the period of any guarantees or warranties required under the Agreement, and shall also promptly and faithfully perform all the covenants, conditions, and agreements of any alteration of the Agreement made as therein provided, notice of which alterations to Surety being hereby waived, 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 shall indemnify, defend, protect, and hold harmless Owner as stipulated in the Agreement, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

5. No extension of time, change, alteration, modification, or addition to the Agreement, or of the work required hereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive notice of any such extension of time, change, alteration, modification, or addition.

6. Whenever Principal shall be and declared by Owner in default under the Agreement, Surety shall promptly remedy the default, or shall promptly:

   6.01 Undertake through its agents or independent contractors, reasonably acceptable to Owner, to complete the Agreement in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, indemnities, and the payment of liquidated damages; or

   6.02 Obtain a bid or bids for completing the Agreement in accordance with its terms and conditions, and, upon determination by Owner of the lowest responsible bidder, reasonably acceptable to Owner, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a 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 Sum, and to pay and perform all obligations of Principal under the Agreement including, without limitation, all obligations with respect to warranties, guarantees, and the payment of liquidated damages; but, in any event, Surety's total obligations hereunder shall not exceed the amount set forth in the third paragraph hereof. The term "balance of the Contract Sum," as used in this paragraph, shall mean the total amount payable by Owner to the Principal under the Agreement and any amendments thereto, less the amount Owner paid to Principal.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Agreement, and suit may be brought against Surety and such other sureties, jointly 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. Surety may not use Contractor to complete the Agreement absent Owner’s written consent.

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

9. Surety may join in any proceedings brought under the Agreement and shall be bound by any judgment.

10. Correspondence or claims relating to this bond shall be sent to Surety at the address set forth below.
IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of August, 2021.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)
Fuchs General Contracting

Signature

BY: ___________________________
Name Steve Fuchs
Owner

SURETY

Company: (Corp. Seal)
OLD REPUBLIC SURETY COMPANY

Signature

BY: ___________________________
Name Debbie Young
Attorney-in-Fact

Title

4677 Stetson Rd
Street Address

P.O. Box 1635
Street Address

Clovis, CA 93619
City, State, Zip Code

Milwaukee, WI 53201
City, State, Zip Code

(End of Appendix D)
ACKNOWLEDGMENT

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

State of California
County of Fresno

On 8-5-21 before me, Elizabeth L. Larson
(insert name and title of the officer)

personally appeared Debbie Young, 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)
OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DENNIS H. POPE, DEBBIE M. YOUNG, OF FRESNO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company:

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of APRIL, 2020.

Karen J. Haffner
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of APRIL, 2020, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathy R. Smerson
Notary Public

My commission expires: 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

31-1151

Signed and sealed at the City of Brookfield, WI this 5th day of August, 2021.

Karen J. Haffner
Assistant Secretary

POPE & YOUNG BONDING
Appendix E to Construction Services Agreement

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

1. THAT WHEREAS, the County of Mariposa, a political subdivision of the California State of California (Owner) has awarded to Fuchs Generator Contracting, as Principal, a Construction Services Agreement, dated the 1st day of September, 2021 (Agreement), titled THE INSTALLATION OF GENERATOR CONNECTOR PROJECT located at Mariposa County in the amount of $47,335, which Agreement is by this reference made a part hereof, for the work described as follows:

   (Describe Agreement Work) Installation of Generator Connector Wiring

2. AND WHEREAS, Principal is required to furnish a bond in connection with the Agreement to secure the payment of claims of laborers, mechanics, material suppliers, and other persons as provided by law;

3. NOW, THEREFORE, we, the undersigned Principal and OLD REPUBLIC SURETY COMPANY, as Surety, are held and firmly bound unto Owner in the sum of 100% OF THE CONTRACT SUM ($47,335), for which payment will and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

4. THE CONDITION OF THIS OBLIGATION IS SUCH, that if Principal, or its heirs, executors, administrators, successors, or assigns approved by Owner, or its subcontractors shall fail to pay any of the persons named in California Civil Code Section 9100, or amounts due under the State of California Unemployment Insurance Code with respect to work or labor performed under the Agreement, or for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to California Unemployment Insurance Code Section 13020 with respect to such work and labor, that Surety will pay for the same in an amount not exceeding the sum specified in this bond, plus reasonable attorneys' fees, otherwise the above obligation shall become and be null and void.

5. This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100, as to give a right of action to such persons or their assigns in any suit brought upon this bond. The intent of this bond is to comply with the California Mechanic's Lien Law.

6. Surety, for value received, hereby expressly agrees that no extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder, shall in any way affect the obligation of this bond; and it does hereby waive notice of any such extension of time, change, modification, alteration, or addition to the undertakings, covenants, terms, conditions, and agreements of the Agreement, or to the work to be performed thereunder.

7. Surety's obligations hereunder are independent of the obligations of any other surety for the payment of claims of laborers, mechanics, material suppliers, and other persons in connection with the Agreement; and suit may be brought against Surety and such other sureties, jointly and severally, or against any one or more of them, or against less than all of them without impairing Owner's rights against the other.

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

IN WITNESS WHEREOF, we have hereunto set our hands this 5th day of August, 2021.

CONTRACTOR AS PRINCIPAL

Company: Fuchs General Contracting

(Signature)

By: Steve Fuchs, Owner

Surety

Company: OLD REPUBLIC SURETY COMPANY

(Signature)

By: Debbie Young, Attorney-in-Fact

Fuchs General Contracting 22-003 - 15 Installation of Connector Wiring
(End of Appendix E)
ACKNOWLEDGMENT

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

State of California
County of Fresno

On 8-5-21 before me, Elizabeth L. Larson
(insert name and title of the officer)

personally appeared Debbie Young, 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)
OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

DENNIS H. POPE, DEBBIE M. YOUNG, OF FRESNO, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognition, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent, or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification there of authorizing the execution and delivery of any bond, undertaking, recognition, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 23RD day of APRIL, 2020

Karen J. Haflner
Assistant Secretary

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 23RD day of APRIL, 2020, personally came before me, Alan Pavlic and Karen J. Haflner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Kathryn R. Peterson
Notary Public

My commission expires 9/28/2022

(Expiration of notary commission does not invalidate this instrument)

31-1151

Signed and sealed at the City of Brookfield, WI this 5th day of August, 2021.

Karen J. Haflner
Assistant Secretary

POPE & YOUNG BONDING