

## CONSTRUCTION CONTRACT

**THIS AGREEMENT** is entered into between the **Vista del Mar Union School District** ("District") and **County Sanitation Company, Inc.**, ("contractor"). District and contractor, for the consideration stated below, agree as follows:

1. The complete contract includes all of the contract documents, including the Notice to Contractors, Bidding Instructions, Bid Forms, General Conditions, Plans, Drawings, Specifications, this Agreement and all modifications and amendments. The contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. Contractor shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the **Vista de Las Cruces School Seepage Pit System Installation Project**. All work to be performed and materials furnished shall be in strict accordance with the plans, drawings, specifications, and provisions of the contract referred to above.

3. District shall pay to contractor, as full consideration for the faithful performance of the contract, subject to any additions or deductions as provided in the contract documents, the sum of **Two Hundred Nineteen Thousand Dollars and No Cents (\$219,000.00)**.

4. The District anticipates the construction to start on or about September 1, 2021. The work shall be commenced on the actual date stated in the District's Notice to Proceed. The Notice shall be issued within five (5) calendar days after award of the contract, and shall not require that work be commenced less than five (5) calendar days from the date of issuance of the notice.

5. The acceptance by the contractor of the final payment shall constitute a waiver of all claims against the District arising out of this contract.

6. In accordance with Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed, contractor agrees to forfeit and pay to District the sum of One Hundred Dollars (\$100) per day, which shall be deducted from any payments due to or to become due to contractor. Time extensions may be granted by the District as provided in the General Conditions.

7. Contractor shall take out and maintain during the life of this contract insurance as required by Articles 21 through 24 of the General Conditions. The District shall be named as an insured on the policy.

8. Contractor certifies that neither they, nor any employee of Contractor rendering services under this agreement, have been convicted of a violent or serious felony.

Intending to be bound, the parties have caused this agreement to be executed by their authorized representatives on the dates indicated.

Vista del Mar Union School District

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

By: \_\_\_\_\_  
Dr. Lois Peterson, Superintendent

County Sanitation Company, Inc.

Dated: 9/1/21

By: [Signature]

375514  
(Contractor's License Number)

TOOD HODGINS  
(Name Printed or Typed)

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## GENERAL CONDITIONS

### ARTICLE 1. DEFINITIONS

The "**District**," "**Owner**," or "**Contractor**" are those mentioned as such in the agreement. They are treated throughout the contract documents as if they are of singular number and masculine gender.

"**Subcontractor**" includes those who have a direct contractual relationship with contractor.

"**Surety**" is the person, firm, or corporation that executes, as surety, the contractor's performance bond, payment bond, and if applicable, the bid bond.

"**Provide**" shall include "provide complete in place;" that is, "furnish and install."

"**As shown**," "**as indicated**," **as detailed**" refer to drawings accompanying the specifications.

"**Work**" of the contractor and any subcontractors includes labor or materials or both.

### ARTICLE 2. DRAWINGS AND SPECIFICATIONS

**Contract Documents**. The contract documents are complementary, and what is called for by one shall as binding as if called for by all. The contract is intended to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Except as otherwise expressly provided in these "General Conditions," materials or work described in words which have a well-known technical or trade meaning shall be deemed to refer to those recognized standards.

**Interpretations**. Figured dimensions on drawings shall govern, but work not dimensioned shall be as directed. Work not particularly shown or specified shall be the same as similar parts that are shown or specified. Large-scale details shall take precedence over smaller-scale drawings as to shape and details of construction. Specifications shall govern as to materials, workmanship, and installation procedures. Drawings and specifications are intended to be fully cooperative and to agree. However, if contractor observes that the drawings and specifications are in conflict, he shall promptly notify the District in writing. The specification calling for any higher quality material or workmanship shall prevail.

Questions regarding interpretation of drawings and specifications shall be clarified by the District.

### ARTICLE 3. DISTRICTSHIP OF DRAWINGS

All drawings, specifications, and other contract documents and copies furnished by District are its property. They shall not be used in any other work, and with the exception of signed contract sets, are to be returned to District upon completion of the project.

### ARTICLE 4. DETAIL DRAWINGS AND SPECIFICATIONS

In case of ambiguity, conflict, or lack of information, District shall furnish, with reasonable promptness, additional instructions or drawings as the case may be. All those drawings and instructions shall be consistent with this contract.

Work shall be executed in conformity with those drawings and specifications, and contractor shall do no work without proper drawings and instructions.

## **ARTICLE 5. LIQUIDATED DAMAGES**

If the contractor does not complete services by December 31, 2021, contractor shall pay to the District as fixed and agreed liquidated damages for each calendar day's delay after the above completion date the sum of One Hundred Dollars (\$100) per day for each day's delay regardless of the number of items of equipment not delivered and installed by that date.

In no event shall liquidated damages or any combination of liquidated damages for an added equipment be payable by the contractor for more than a total of one hundred eighty (180) days.

## **ARTICLE 6. PENALTIES**

In case of default by the contractor, District may procure the articles or services from other sources and may deduct from any unpaid balance due the vendor, or may collect against the bond or security or from the surety, excess costs so paid; and the prices paid by District shall be considered the prevailing market price at the time such purchase is made.

## **ARTICLE 7. FORCE MAJEURE**

The parties to this contract shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining equipment or performing service by Acts of God, fire, strike, loss or shortage of transportation facilities, lockout, power failure or reduction, commandeering of materials, products, plants or facilities by the government, when satisfactorily established that the nonperformance is not due to the fault or neglect of the party not performing.

## **ARTICLE 8. PROGRESS SCHEDULE**

Immediately after being awarded the contract, contractor shall prepare an estimated progress schedule and submit it to District for approval. The schedule shall indicate the beginning and completion dates of all phases of construction.

## **ARTICLE 9. PERFORMANCE/PAYMENT BOND**

Unless otherwise specified in any Special Conditions, contractor shall furnish a performance bond in an amount equal to one hundred percent (100%) of contract price and a payment bond in an amount equal to one hundred percent (100%) of the contract price.

## **ARTICLE 10. ASSIGNMENT**

Contractor shall not assign all or any part of this contract without the prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or materials supplied to perform the work required by this contract.

## **ARTICLE 11. CLAIMS FOR DAMAGES**

If contractor claims compensation for any damage allegedly sustained by reason of any acts of District or its agents, he shall, within five (5) days after sustaining the damage, submit to the District a written statement of the damage sustained. On or before the fifteenth day of the month following the month in which the damage was sustained, contractor shall file with District an itemized statement indicating the factual basis in support of his claim and the amount of damage. If contractor fails to comply with the provisions of this article concerning the submission of a statement, his claims for compensation shall be forfeited and invalidated and he shall not be entitled to consideration for payment on account of any damage.

## **ARTICLE 12. SEPARATE CONTRACTS**

District reserves the right to let other contracts in connection with this work. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall coordinate his work with theirs.

If any part of contractor's work depends, for proper execution or results, upon work of any other contractor, contractor shall inspect and promptly report to District, in writing, any defects in the work that render it unsuitable for proper execution or results. His failure to inspect and report shall constitute his acceptance of any other contractor's work as fit and proper for reception of his work, except as to defects which may develop in another contractor's work after execution of this work.

To insure proper execution of his subsequent work, contractor shall measure and inspect work already in place and shall report to the District, in writing, any discrepancy between executed work and this contract.

Contractor shall ascertain, to his satisfaction, the scope of the project and nature of any other contracts that have been or may be awarded by District in connection with the project in order that contractor may perform this contract in light of any other contracts. Nothing contained in this contract shall be interpreted as granting to contractor exclusive occupancy of the project site. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the project. If simultaneous execution of any contract for the project is likely to cause interference with performance of some other contract or contracts, District shall decide which contractor shall cease work temporarily and which contractor shall continue, or whether work can be coordinated so that the contractors may proceed simultaneously. District shall not be responsible for any damages suffered or extra costs incurred by contractor resulting directly or indirectly from the award or performance or attempted performance of any other contract or contracts on the projects, or caused by any decision or omission of District respecting the order in performing the contracts.

## **ARTICLE 13. SUBCONTRACTING**

Contractor agrees to bind every subcontractor by the terms of this contract as far as the terms are applicable to the subcontractor's work. If contractor subcontracts any part of this contract, contractor shall be responsible to District for any acts and omissions of his subcontractors and of persons either directly or indirectly employed by his subcontractors. Nothing contained in this contract shall create any contractual relationship between any subcontractor and District.

District's consent to or approval of any subcontractor under this contract shall not, in any way, relieve contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract.

The substitution or addition of subcontractors shall be permitted only as authorized in Chapter 2 (commencing at Section 4100), Division 5, Title 1 of the California Government Code.

## **ARTICLE 14. DISTRICT'S RIGHT TO TERMINATE CONTRACT**

If contractor refuses or fails to pursue the work, or any part, with sufficient diligence to insure its completion within the time specified, or any extension, or fails to complete the work within the time required, or if contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials to complete the work in the time specified, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or instructions of District, or if he or his subcontractors should violate any of the provisions of this contract, then District may, without prejudice to any other right or remedy, serve written notice upon

him and his surety of its intention to terminate this contract. The notice shall contain the reasons for termination. Unless, within ten (10) days after the service of the notice, the condition or violation ceases and arrangements satisfactory to District for correction are made, this contract shall, upon the expiration of ten (10) days, terminate. In that case, contractor shall not be entitled to receive any further payment until the work is completed. In the event of termination, District shall immediately serve written notice upon surety and contractor, and surety shall have the right to take over and perform this contract; provided, however, that if surety, within seven (7) days after service upon it of the notice of termination, does not give District written notice of its intention to take over and perform this contract or does not commence performance thereof within fifteen (15) days from the date of serving the notice of termination by District on surety, District may take over and complete the work by contract or by any other method it deems advisable. Contractor and his surety shall be liable to District for any excess cost or other damages incurred by District. If District takes over the work, as provided above, District may, without liability, take possession of and utilize, in completing the work, any materials, appliances, equipment, and other property belonging to the contractor on the work site and necessary for completion.

If the unpaid balance of the contract price exceeds the expense of finishing the work including, without limitation, compensation for additional architectural, managerial, inspection, and administrative services, the excess shall be paid to contractor. If the expense exceeds the unpaid balance, contractor shall pay the difference to District. Any expenses incurred by District and any damage incurred through contractor's default shall be certified by the District.

These provisions are in addition to and not a limitation on any other rights or remedies available to the District.

#### **ARTICLE 15. GUARANTEE**

District shall give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs. In the event contractor fails to commence and pursue, with diligence, any replacements or repairs within one (1) week after being notified in writing, District is authorized to proceed to have any defects repaired at the expense of contractor who agrees to pay the costs and charges immediately on demand.

If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District shall attempt to give the notice required by this article. If contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by District, District may, without regard to the provisions of this article, proceed to make the correction or provide the attention, and the costs of correction or attention shall be charged against contractor. Any action by District shall not relieve the contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

#### **ARTICLE 16. NOTICE AND SERVICE THEREOF**

Any notice from one party to the other under this contract shall be in writing and shall be dated and signed by the party giving the notice or by a duly authorized representative of the party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following ways:

1 If notice is given to District, by personal delivery to District, or by depositing it in the United States mail, enclosed in a sealed envelope addressed to District for attention of the District, postage prepaid and registered.

2 If notice is given to contractor, by personal delivery to contractor or to his foreman at the project site, or by depositing it in the United States mail, enclosed in a sealed envelope addressed to contractor at his regular place of business or at any other address which may have been established for the conduct of work under this contract, postage prepaid and registered.

3 If notice is given to surety or other person, by personal delivery to the surety or other person or by depositing it in the United States mail, enclosed in a sealed envelope, addressed to the surety or person at the address of the surety, postage prepaid and registered.

#### **ARTICLE 17. WORKERS**

Contractor shall, at all times, enforce strict discipline and good order among his employees and shall not employ any unfit person or anyone not skilled in the work assigned. At no time shall there be any unsupervised interaction with District students.

Contractor certifies that neither he nor any employee rendering on site services have been convicted of a violent or serious felony. Any person in the employ of the contractor who District deems incompetent or unfit shall be dismissed from work and shall not be reemployed on the project except with the written consent of District.

There shall be no smoking, radios, foul language, or shirtless employees on school property.

#### **ARTICLE 18. WAGE RATES**

Pursuant to the provisions of Article 2 (commencing at Section 1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the governing body of District has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute the contract. The general prevailing rates of per diem wages are available at the District office. In the event that the listed or posted rates are in error, contractor is responsible to pay those rates determined to be applicable by the Director of Industrial Relations, and District shall not be responsible for any damages arising from the error.

Holiday and overtime work, when permitted by law, shall be paid at a rate of at least one and one-half times the specified rate of per diem wages unless otherwise specified.

There shall be paid to each worker of the contractor and any of his subcontractors engaged in work on the project not less than the prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the contractor or any subcontractor and such workers.

Each worker needed to execute the work on the project shall be paid travel and subsistence payments, as defined in the applicable collective bargaining agreements filed with the Department of Industrial Relations, in accordance with Labor Code Section 1773.8.

Contractor warrants that it has registered with the Department of Industrial Relations and paid the annual DIR fee.

The contractor shall, as a penalty, forfeit twenty-five Dollars (\$25) for each whole or partial calendar day for each worker paid less than the stipulated prevailing rates for the work or craft in which the worker is employed for any public work done under the contract by him or by any subcontractor under him. The difference between the stipulated prevailing wage rates and the amount paid to each worker for each whole or partial calendar day, for which each worker was paid less than the stipulated prevailing wage rate, shall

be paid to each worker by the contractor.

Any worker employed to perform work on the project which is not covered by any classification available in the District office shall be paid not less than the minimum rate of wages specified for the classification which most nearly corresponds to work to be performed by him, and that minimum wage rate shall be retroactive to the time of initial employment of the person in the classification.

Pursuant to Labor Code Section 1773.1, per diem wages are deemed to include employer payments for health and welfare pension, vacation, and similar purposes.

Contractor and each subcontractor shall keep or cause to be kept accurate payroll records showing the name, address, social security number, work classification, straight-time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him in connection with this public work. All payroll records shall be made available for inspection as provided by Labor Code Section 1776. It is the responsibility of contractor to comply with all the provisions of Labor Code Section 1776.

Contractor shall post, at appropriate conspicuous points on the site of project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned.

#### **ARTICLE 19. APPRENTICES**

Apprentices of any crafts or trades may be employed, and when required by Labor Code Section 1777.5, shall be employed provided they are properly indentured to the contractor in full compliance with the provisions of the Labor Code. Contractor agrees that he will comply with the provisions of Labor Code Section 1777.5.

#### **ARTICLE 20. HOURS OF WORK**

As provided in Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the contractor or by any subcontractor on any subcontract under this contract, upon the work or upon any part of the work contemplated by this contract, is limited and restricted to eight (8) hours per day and forty (40) hours during any one week. Work shall be permitted upon this project upon compensation of all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

Every contractor and subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of District and the Department of Industrial Relations of the State of California.

Contractor shall pay a penalty of twenty-five Dollars (\$25) for each worker employed in the performance of this contract by the contractor or by any subcontractor for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at Section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

Any work performed after regular working hours, or on Sundays or other holidays, shall be performed without additional expense to District.



## **ARTICLE 21. WORKERS' COMPENSATION INSURANCE**

Contractor shall provide, during the term of this contract, worker's compensation insurance in the amount of at least \$1,000,000 for all of his employees engaged in work under this contract on or at the site of the project; and in case any of his work is sublet, contractor shall require the subcontractor to provide worker's compensation insurance for all of his employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the contractor's insurance. In case any class of employees engaged in work under this contract on or at the site of the project is not protected under the worker's compensation laws; contractor shall provide, or cause a subcontractor to provide, adequate insurance coverage for the protection of those employees not otherwise protected. Contractor shall file with the District certificates of insurance.

## **ARTICLE 22. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE**

The successful bidder shall take out and maintain during the entire term of these contract documents public liability and property damage insurance in the amount of at least \$1,000,000 single-limit public liability insurance and \$100,000 property damage insurance with an insurance carrier rated by A.M. Best as A-:VII or as is satisfactory to the District. All such insurance shall be subject to the following provisions:

- 1 It shall cover personal injury as well as bodily injury;
- 2 It shall cover complete contractual liability;
- 3 It shall cover owned, non-owned, and hired cars and trucks and other motor vehicles;
- 4 It shall provide that the insurance carrier shall give to District thirty (30) days' prior written notice of any cancellation thereof, any change in the amount of coverage, or any other major change therein.
- 5 It shall include District as a named insured therein.
- 6 In all such insurance, the word "accident" shall be changed to the word "occurrence."

## **ARTICLE 23. FIRE INSURANCE**

Contractor shall maintain and cause to be maintained fire insurance on all work subject to loss or damage by fire. The amount of fire insurance shall be sufficient to protect against loss or damage in full until the work is accepted by District.

## **ARTICLE 24. PROOF OF INSURANCE**

Contractor shall not commence work nor shall he allow any subcontractor to commence work under this contract until he has obtained all required insurance and certificates which shall be delivered, in duplicate, to and approved by District. District shall be named an additional insured in all insurance policies.

- 1 Certificates and insurance policies shall include the following clause:  
  
"This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District stating date of cancellation or reduction. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing the notice."
- 2 Certificates of insurance shall state those insured, extent of insurance, location and operation

to which the insurance applies, expiration date, and cancellation and reduction notice.

## **ARTICLE 25. LAWS AND REGULATIONS**

Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this contract. If contractor observes that the drawings and specifications are in conflict, he shall promptly notify District, in writing; and any changes deemed necessary by the District shall be made as provided in the contract for changes in work. If contractor performs any work which he knew, or through exercise of reasonable care should have known, to be contrary to any laws, ordinances, rules, or regulations, and fails to notify District, he shall bear all costs arising from the violations.

## **ARTICLE 26. PERMITS AND LICENSES**

All necessary permits and licenses shall be secured and paid for by contractor unless otherwise provided in this agreement.

## **ARTICLE 27. EXCISE TAXES**

If, under federal excise tax law, any transaction under this contract constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use; the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purpose of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for materials shall be included in any bid price.

## **ARTICLE 28. INDEMNIFICATION**

Contractor shall indemnify and hold harmless District and its governing board, officers, agents, and employees from and against any and all suits, actions, claims, demands, damages, liabilities, costs, and expenses including attorneys fees and costs arising out of or in any manner related to any act, omission, or negligence of contractor or anyone acting under his direction, control, or on his behalf in connection with or incident to his performance of this contract.

## **ARTICLE 29. MATERIALS**

Except as otherwise specifically stated in this contract, contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary constructions of every kind, and all other services and facilities necessary to perform and complete this contract within the specified time.

Unless otherwise specified, all materials shall be new and of good quality.

Materials shall be furnished in ample quantities and at times to insure uninterrupted progress of the work and shall be properly stored and protected. Contractor shall be solely responsible for any damage or loss by weather or other causes to materials or work under this contract

No material, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest in all or any part is retained by the seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the work and agrees, upon completion of all work, to surrender the premises, together with all improvements and appurtenances constructed or placed by him, to District free from any claims, liens, or charges. Contractor further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to a lien upon the premises or

any improvement or appurtenance, except that contractor may install metering devices or other equipment of utility companies or of political subdivisions, title to which is commonly retained by the utility company or political subdivision. In the event of installation of any metering device or equipment, contractor shall advise District as to its District. Nothing contained in this article, however, shall defeat or impair the legal right of persons furnishing material or labor to look to funds due and owing contractor for payment. This provision shall be inserted in all subcontracts and material contracts, and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

### **ARTICLE 30. SUBSTITUTIONS**

Whenever in the specifications any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, that specification shall be deemed to be used for the purpose of facilitating the description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process or article which is substantially equal to or better, in every respect, to that indicated or specified. If the material, process, or article offered by contractor is not, in the opinion of the District, substantially equal to or better in every respect to that specified; then contractor shall furnish the material, process, or article specified. The burden of proof as to the equality of any material, process, or article shall rest with contractor. Contractor shall submit a request, together with substantiating data, for substitution of any "or equal" item within five (5) days after the award of this contract. The provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time for performance of this contract.

In the event contractor furnishes any material, process, or article more expensive than that specified, the difference in cost of the material, process or article so furnished shall be borne by contractor.

### **ARTICLE 31. SAMPLES**

Contractor shall furnish for approval all samples as required in the specifications together with catalogs and supporting data required by the District. This provision shall not authorize any extension of time for performance of this contract. District will check and approve or disapprove the samples as to conformance with the design concept of work and for compliance with information provided in this contract. Work shall be in accordance with approved samples.

### **ARTICLE 32. PAYMENTS**

Each month within thirty (30) days after receipt of an approved periodic estimate for partial payment, contractor shall be paid a sum equal to ninety percent (90%) of the value of work performed and of materials delivered on the ground or stock subject to or under the control of District and unused up to the last day of the previous month, less aggregate previous payments. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by contractor on a form approved by District and filed before the fifth (5th) day of the month during which payment is to be made. Work completed as estimated shall be an estimate only, and no inaccuracy or error in the estimate shall operate to release contractor or any surety from any damages arising from the work or from enforcing each and every provision of this contract. District shall have the right to correct any error made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to any payment for work performed so long as any lawful or proper direction concerning the work, or any portion, given by District, has not been complied with. The final payment of one hundred percent (100%) of the value of the work done under this contract, if unencumbered, shall be made thirty-five (35) days after recording by District of the Notice of Completion. Acceptance will be made only by an action of the governing board of District. Acceptance by contractor of the final payment shall constitute a waiver of all claims against District arising under this contract.

### **ARTICLE 33. PAYMENTS WITHHELD**

In addition to any amount(s) which District may retain under the article entitled "Payments," District may withhold sufficient amount(s) of any payment(s) otherwise due to contractor as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for claims against contractor or any subcontractors for labor or materials furnished in the performance of work under this contract.
2. Defective work not remedied.
3. Failure of contractor to make proper payments to his subcontractor(s) or material men for materials or labor.
4. Completion of contract if there exists a reasonable doubt that this contract can be completed for the balance then unpaid.
5. Damage to another contractor.

District may apply the withheld amount(s) to the payment of any claims or obligations at its discretion. In so doing, District shall be deemed the agent of contractor, and any payment made by District shall be considered a payment made under this contract by District to contractor, and District shall not be liable to contractor for the payments made in good faith. The payments may be made without prior judicial determination of the claim or obligations. District shall submit to contractor an accounting of the funds disbursed on behalf of contractor.

### **ARTICLE 34. CHANGES AND EXTRA WORK**

District, without invalidating this contract, may order extra work or make changes by altering, adding to, or deducting from work, and the contract sum shall be adjusted accordingly. All the work shall be subject to the conditions of this contract except that any claim for extension of time caused by changes shall be adjusted at the time of ordering the change.

In giving instructions, the District shall have authority to make minor changes in work, not involving a change in cost, and not inconsistent with purposes of the project. Otherwise, except in an emergency endangering life or property, no extra work or change shall be made unless pursuant to a written order from District; and no claim for any addition to the contract shall be valid unless by order of the District.

The value of any extra work, change, or deduction shall be determined at the discretion of the District in one or more of the following ways:

1. By acceptable lump-sum proposal from contractor.
2. By unit prices contained in contractor's original bid and incorporated in the contract documents or fixed by subsequent agreement between District and contractor.
3. By cost of material as verified by receipts and labor as field verified by District personnel and percentage for overhead and profit. The following formula shall be used by District and contractor in determining the total amount of compensation due contractor for any changes or extra work provided by this Article 36.

If contractor should claim that any instruction, request, drawing, specification, action, condition, omission,

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default, or other situation obligates District to pay additional compensation to contractor or to grant an extension of time for the completion of this contract, or constitutes a waiver of any provision of this contract, he shall notify the District, in writing of his claim within ten (10) days from the date he has actual or constructive notice of the factual basis supporting the claim. The contractor's failure to notify District within the ten (10)-day period shall be deemed a waiver and relinquishment of the claim against District. If the notice is given within the specified time, the procedure for its consideration shall be as stated above in this article.

As used in this article, the following definitions shall apply:

1. "Labor" means any amount(s) paid directly to non-supervisory workers in the form of employee wages and benefits in order to perform the work.
2. "Material" means all products, equipment, and devices which are physically incorporated in the work to be performed. Any costs or expenses for equipment, facilities, or services not physically incorporated in the work to be performed, but necessary for its completion, shall be considered "overhead."
3. "Overhead" means any necessary costs and expenses which are incurred in the performance of the work excluding "labor" and "materials" as defined in subdivisions 1 and 2 above.

#### **ARTICLE 35. DEDUCTIONS FOR UNCORRECTED WORK**

If District deems it inexpedient to correct work, faulty or not, which is done pursuant to this contract, an equitable deduction from the contract price shall be made.

#### **ARTICLE 36. CONTRACTOR'S SUPERVISION**

Unless personally present on premises where the work is being done, contractor shall maintain on the work site during its progress a competent superintendent satisfactory to District. The superintendent shall not be changed except with the written consent of the District. The superintendent shall represent contractor in his absence and all directions given to the superintendent shall be binding on contractor.

Contractor shall provide efficient supervision. He shall carefully study and compare all drawings, specifications, and other instructions and shall immediately report any error, inconsistency, or omission to the District.

#### **ARTICLE 37. DOCUMENTS ON WORK**

Contractor shall keep one (1) copy of all contract documents, including addenda and change orders on the job at all times. The documents shall be kept in good order and available to District and its representatives. Contractor should be acquainted with and comply with all statutes and regulations as they relate to this project.

#### **ARTICLE 38. TEMPORARY FACILITIES**

**Water and Electricity.** Contractor may connect to existing water and Electricity if they are available on the site provided it is suitable to the contractor's requirements. Water and Electricity used will be paid for by the District. Contractor shall bear all expenses for carrying the water or Electricity to the appropriate locations and to connect or tap into existing lines. Contractor shall furnish fuel and other power for the operation of the heavy equipment.

**Drinking Water.** The contractor shall provide and maintain drinking water facilities in accordance with

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requirements of the governing health agency if it is not available at the site.

### **ARTICLE 39. PROTECTION OF WORK AND PROPERTY**

Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the performance of this contract and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by District. With the exception of damage to the work caused by "Acts of God," as defined in Government Code Section 415(b), contractor assumes the risk for all work performed under this contract. He shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and this contract. Contractor shall take all necessary precautions for the safety of employees on the work and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction. He shall designate a responsible member of his organization whose duty shall be the prevention of accidents. The name and position of the person designated shall be reported to District by contractor.

### **ARTICLE 40. CLEANING UP**

Contractor, at all times, shall keep the premises free of debris such as waste, rubbish, and excess materials and equipment caused by the work; debris shall be removed from the premises. Contractor shall not leave debris under, in, or about the premises. Upon completion of the work, he shall clean the interior and exterior of the building, including fixtures, equipment, walls, floors, ceilings, roof, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material and discoloration; he shall clean and polish all glass, plumbing fixtures and finish hardware, and similar finish surfaces and equipment and remove temporary fencing, barricades, planking, construction toilet, and similar temporary facilities from the site.

### **ARTICLE 41. CORRECTION OF WORK BEFORE FINAL PAYMENT**

Contractor shall promptly remove from the premises all work identified by District as failing to conform to this contract, whether incorporated or not. Contractor shall promptly replace and repair his own work to comply with this contract without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by that removal or replacement.

If contractor does not remove work within a reasonable time following written notification, District may remove and store the material at contractor's expense. If contractor does not pay the expenses of removal within ten (10) days, District may, upon ten (10) days written notice, sell the materials at auction or at private sale and shall account for any net proceeds, after deducting all costs and expenses that should have been borne by contractor.

### **ARTICLE 42. ACCESS TO WORK**

District and its representatives shall, at all times, have access to the work. Contractor shall provide safe and proper facilities for access so that District's representatives may perform their functions under this contract.

### **ARTICLE 43. OCCUPANCY**

District reserves the right to occupy buildings at any time before completion. Any occupancy shall not constitute final acceptance of any part of the work covered by this contract, nor shall any occupancy extend

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the date specified for completion of the work.

#### **ARTICLE 44. DISTRICT'S DECISIONS**

The District's representative shall observe the progress and quality of the work under this contract. He shall have authority to stop work whenever such stoppage may be necessary, in his reasonable opinion, to ensure the proper execution of this contract. The District shall be the judge of the performance of this contract.

The District shall, within a reasonable time, make decisions on all claims of the contractor and on all other matters relating to the execution and progress of the work.

#### **ARTICLE 45. PROVISIONS REQUIRED BY LAW DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and this contract shall be read and enforced as though it were included; and if through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party the contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this contract, and any later changes which do not materially alter the positions of the parties.

#### **ARTICLE 46. NON-DISCRIMINATION**

Pursuant to the provisions of Labor Code Section 1735, contractor and his subcontractors shall not unlawfully discriminate in the employment of persons on this project because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex.

#### **ARTICLE 47. SUBSTITUTION OF SECURITIES**

Pursuant to the provisions of Government Code Section 4590, contractor may substitute certain securities for any funds withheld by District to ensure his performance under this contract. At the request and expense of contractor, securities equivalent to any amount withheld shall be deposited, at the discretion of District, with either District or a state or federally chartered bank, as the escrow agent, who shall then pay any funds, otherwise subject to retention, to contractor. Upon satisfactory completion of this contract, the securities shall be returned to contractor. Securities eligible for investment under this article shall include those listed in Government Code Section 16430, bank and savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by contractor and District. Contractor shall be the beneficial District of any securities substituted for funds withheld and shall receive any interest. The escrow agreement shall be substantially similar to the following form:

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This escrow agreement is made and entered into by and between the Vista del Mar Union School District (hereinafter called "District"); and \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
(hereinafter called "contractor"); and \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
(hereinafter called "escrow agent").

For the consideration hereinafter set forth, the District, contractor, and escrow agent agree as follows:

1. Pursuant to Section 4590 of Chapter 13 of Division 5 of Title 1 of the Government Code of the State of California, contractor has the option to deposit securities with escrow agent as a substitute for retention earnings required to be withheld by District pursuant to the construction contract entered into between the District and contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "contract"). When contractor deposits the securities as a substitute for contract earnings, the escrow agent shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the District and contractor. The securities shall be held in the name of: \_\_\_\_\_ and \_\_\_\_\_ shall designate the contractor as the beneficial District.
2. The District shall make progress payments to the contractor for such funds which otherwise would be withheld from progress payments pursuant to the contract provisions, provided that the escrow agent holds securities in the form and amount specified above.
3. Alternatively, the District may make payments directly to escrow agent in the amount of retention for the benefit of the District until such time as the escrow created hereunder is terminated.
4. Contractor shall be responsible for paying all fees for the expenses incurred by escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the District.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to escrow agent accompanied by written authorization from District to the escrow agent that District consents to the withdrawal of the amount sought to be withdrawn by contractor.
7. The District shall have a right to draw upon the securities in the event of default by the contractor. Upon seven (7) days' written notice to the escrow agent from the District of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the contract, escrow agent shall release to contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys

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and securities on deposit and payments of fees and charges.

9. Escrow agent shall rely on the written notifications from the District and the contractor pursuant to Sections 4 to 6, inclusive, of this agreement; and the District and contractor shall hold escrow agent harmless from escrow agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of the Vista del Mar School District

On behalf of contractor:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

On behalf of escrow agent:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

At the time the escrow account is opened, the District and contractor shall deliver to the escrow agent a fully executed counterpart of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their proper officers on the date first set forth above.

Vista del Mar School District :

CONTRACTOR:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**PAYMENT BOND FOR PUBLIC WORKS**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS**, the Vista del Mar School District, California (hereinafter referred to as "District"), has awarded to \_\_\_\_\_ as principal (hereinafter designated as "principal"), the contract for the work described as follows: **Vista de Las Cruces School Seepage Pit System Installation Project**

**AND WHEREAS** said principal is required by Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

**NOW, THEREFORE**, we, the principal and \_\_\_\_\_, as surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), lawful money of the United States of America for the payment of which sum 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 said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Section 3181 of the California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code with respect to such work and labor; the surety or sureties will pay for the same, in an amount not to exceed the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore; nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described; nor by any rescission or attempted rescission of the contract, agreement, or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

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Any claim under this bond may be addressed to:

\_\_\_\_\_  
(Name & Address of Surety)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Name & Address of Agent or representative  
in California, if different from above)

\_\_\_\_\_  
(Phone Number of Surety & Agent or  
Representative in California)

**IN WITNESS WHEREOF**, we have hereto set our hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2021.

(Principal Seal)

\_\_\_\_\_  
PRINCIPAL

(Surety Seal)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Name & Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of Surety Agent in California

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**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS**, the Vista del Mar School District, California (hereinafter referred to as "District"), has awarded to \_\_\_\_\_

\_\_\_\_\_ as principal (hereinafter designated as "principal"), the contract for the work described as follows:

**Vista de Las Cruces School Seepage Pit System Installation Project**

**AND WHEREAS** said principal is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

**NOW, THEREFORE**, we, the undersigned principal and surety, are held and firmly bound unto the District in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), to be paid to the District; for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that if said principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their 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 and hold harmless the District, its officers, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

**IN WITNESS WHEREOF**, we have hereto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

(Principal Seal)

\_\_\_\_\_  
PRINCIPAL

(Surety Seal)

\_\_\_\_\_  
SURETY

\_\_\_\_\_  
Name & Address of California Agent of Surety

\_\_\_\_\_  
Telephone Number of Surety Agent in California

## ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This escrow agreement is made and entered into by and between the Vista del Mar Union School District (hereinafter called "District"); and \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
(hereinafter called "contractor"); and \_\_\_\_\_,  
whose address is \_\_\_\_\_,  
(hereinafter called "escrow agent").

For the consideration hereinafter set forth, the District, contractor, and escrow agent agree as follows:

1. Pursuant to Section 4590 of Chapter 13 of Division 5 of Title 1 of the Government Code of the State of California, contractor has the option to deposit securities with escrow agent as a substitute for retention earnings required to be withheld by District pursuant to the construction contract entered into between the District and contractor for \_\_\_\_\_ in the amount of \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as the "contract"). When contractor deposits the securities as a substitute for contract earnings, the escrow agent shall notify the District within ten (10) days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the contract between the District and contractor. The securities shall be held in the name of: \_\_\_\_\_ and \_\_\_\_\_ shall designate the contractor as the beneficial District.
2. The District shall make progress payments to the contractor for such funds which otherwise would be withheld from progress payments pursuant to the contract provisions, provided that the escrow agent holds securities in the form and amount specified above.
3. Alternatively, the District may make payments directly to escrow agent in the amount of retention for the benefit of the District until such time as the escrow created hereunder is terminated.
4. Contractor shall be responsible for paying all fees for the expenses incurred by escrow agent in administering the escrow account. These expenses and payment terms shall be determined by the contractor and escrow agent.
5. The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of contractor and shall be subject to withdrawal by contractor at any time and from time to time without notice to the District.
6. Contractor shall have the right to withdraw all or any part of the principal in the escrow account only by written notice to escrow agent accompanied by written authorization from District to the escrow agent that District consents to the withdrawal of the amount sought to be withdrawn by contractor.
7. The District shall have a right to draw upon the securities in the event of default by the contractor. Upon seven (7) days' written notice to the escrow agent from the District of the default, the escrow agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District.
8. Upon receipt of written notification from the District certifying that the contract is final and complete, and that the contractor has complied with all requirements and procedures applicable to the contract, escrow agent shall release to contractor all securities and interest on deposit less escrow fees and charges of the escrow account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

9. Escrow agent shall rely on the written notifications from the District and the contractor pursuant to Sections 4 to 6, inclusive, of this agreement; and the District and contractor shall hold escrow agent harmless from escrow agent's release and disbursement of the securities and interest as set forth above.

10. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of contractor in connection with the foregoing, and exemplars of their respective signatures, are as follows:

On behalf of the Vista del Mar School District

On behalf of contractor:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

On behalf of escrow agent:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Address)

At the time the escrow account is opened, the District and contractor shall deliver to the escrow agent a fully executed counterpart of this agreement.

**IN WITNESS WHEREOF**, the parties have executed this agreement by their proper officers on the date first set forth above.

Vista del Mar School District :

CONTRACTOR:

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

**PAYMENT BOND FOR PUBLIC WORKS**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS**, the Vista del Mar School District, California (hereinafter referred to as "District"), has awarded to County Sanitation Company, Inc.; 415 E. Montecito St., Santa Barbara, CA 93067 as principal (hereinafter designated as "principal"), the contract for the work described as follows: **Vista de Las Cruces School Seepage Pit System Installation Project**

**AND WHEREAS** said principal is required by Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

**NOW, THEREFORE**, we, the principal and Western Surety Company; PO Box 5077, Sioux Falls, SD 57117-5077

as surety, are held and firmly bound unto the District in the penal sum of \_\_\_\_\_,  
Two-Hundred Nineteen and 00/100

Dollars (\$ 219,000.00 ), lawful money of the United States of America for the payment of which sum 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 said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons named in Section 3181 of the California Civil Code or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18806 of the California Revenue and Taxation Code with respect to such work and labor; the surety or sureties will pay for the same, in an amount not to exceed the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the District in such suit including reasonable attorneys' fees, court costs, expert witness fees, and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore; nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described; nor by any rescission or attempted rescission of the contract, agreement, or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the District or District and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 or 3112 of the California Civil Code, and has not been paid the full amount of his claim and that surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification herein mentioned.

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Any claim under this bond may be addressed to:

Western Surety Company - PO Box 5077, Sioux Falls, SD 57117

(Name & Address of Surety)

Matt Porter, Vice President

Brown & Brown Insurance Services of California, Inc.

1001 Mark Ave., Suite 201, Carpinteria, CA 93013

(Name & Address of Agent or representative  
in California, if different from above)

805-690-2645

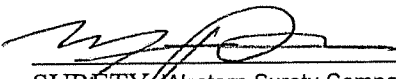
(Phone Number of Surety & Agent or  
Representative in California)

IN WITNESS WHEREOF, we have hereto set our hands and seals this 27th day of August, 2021.

(Principal Seal)

PRINCIPAL

(Surety Seal)

  
SURETY Western Surety Company

Matt Porter, Attorney - In - Fact

Brown & Brown - 1001 Mark Ave. Suite 201, Carpinteria, CA 9013

Name & Address of California Agent of Surety

805-690-2645

Telephone Number of Surety Agent in California



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Susan Rodriguez, Laura Decker, Matt Porter, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2021.



WESTERN SURETY COMPANY

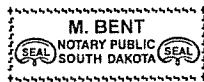
Paul T. Bruflat  
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent  
M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27<sup>TH</sup> day of August, 2021



WESTERN SURETY COMPANY

L. Nelson  
L. Nelson, Assistant Secretary

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )

County of Santa Barbara )

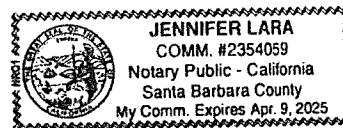
On 8/27/2021 before me, Jennifer Lara,  
(here insert name and title of the officer)

personally appeared Matthew Porter

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 Jennifer Lara

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of PAYMENT BOND - VISTA DE LAS CRUCES SCHOOL SEE PAGE PIT SYSTEM INSTALLATION, containing 3 pages, and dated 8-27-2021.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☒ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_ Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: WESTERN SURETY COMPANY  
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information	
<b>Method of Signer Identification</b>	
Proved to me on the basis of satisfactory evidence: <input type="radio"/> form(s) of identification <input type="radio"/> credible witness(es)	
Notarial event is detailed in notary journal on: Page # _____ Entry # _____	
Notary contact: _____	
<b>Other</b>	
<input type="checkbox"/> Additional Signer(s)	<input type="checkbox"/> Signer(s) Thumbprint(s)
<input type="checkbox"/> _____	

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT WHEREAS**, the Vista del Mar School District, California (hereinafter referred to as "District"), has awarded to County Sanitation Company, Inc.; 415 E. Montecito St., Santa Barbara, CA 93067 \_\_\_\_\_ as principal (hereinafter designated as "principal"), the contract for the work described as follows:  
**Vista de Las Cruces School Seepage Pit System Installation Project**

**AND WHEREAS** said principal is required to furnish a bond in connection with said contract guaranteeing the faithful performance thereof;

**NOW, THEREFORE**, we, the undersigned principal and surety, are held and firmly bound unto the District in the sum of Two-Hundred Nineteen & 00/100 Dollars (\$ 219,000.00 ), to be paid to the District; for which payment, well and truly to be made, we bind ourselves, our heirs, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this bond is such that if said principal, his or its heirs, executors, administrators, successors, or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the foregoing contract and any alteration thereof made as therein provided, on his or their 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 and hold harmless the District, its officers, and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall remain in full force and effect.

The said surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

**IN WITNESS WHEREOF**, we have hereto set our hands and seals this 27th day of August, 2021.

(Principal Seal)

(Surety Seal)

\_\_\_\_\_  
PRINCIPAL

  
\_\_\_\_\_  
SURETY, ~~Western~~ Surety Company

\_\_\_\_\_  
Matt Porter, Attorney - In - Fact

\_\_\_\_\_  
Brown & Brown - 1001 Mark Ave., Suite 201, Carpinteria, CA 93013

\_\_\_\_\_  
Name & Address of California Agent of Surety  
805-690-2645

\_\_\_\_\_  
Telephone Number of Surety Agent in California

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

**Susan Rodriguez, Laura Decker, Matt Porter, Individually**

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

### - In Unlimited Amounts -

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

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

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of June, 2021.



WESTERN SURETY COMPANY

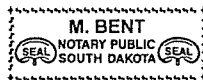
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 30th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 27<sup>TH</sup> day of AUGUST, 2021



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

# CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )

County of Santa Barbara )

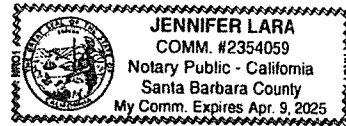
On 8/27/2021 before me, Jennifer Lara,  
(here insert name and title of the officer)

personally appeared Matthew Porter

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 Jennifer Lara

(Seal)

## Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of PERFORMANCE BOND - VISTA DE LAS CRUCES SCHOOL SEEPAGE PIT INSTALLATION, containing 2 pages, and dated 8.27.2021.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☐ Corporate Officer(s) \_\_\_\_\_  
Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: WESTERN SURETY COMPANY  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)  
☐ \_\_\_\_\_

**CRIMINAL RECORDS CHECK CERTIFICATION  
(Contractor Fingerprinting Requirements)**

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**CONTRACTOR CERTIFICATION**

Contractor hereby certifies to the District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with the District's pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Contractor's Representative

\_\_\_\_\_  
Date

---

**CONTRACTOR EXEMPTION**

Pursuant to Education Code section 45125.1, the Vista Del Mar Union School District ("District") has determined that County Sanitation Co, INC. ("Contractor") is exempt from the criminal background check certification requirements for the agreement dated \_\_\_\_\_, 2018, by and between District and Contractor ("Agreement") because:

☒ Contractor's employees will have limited contact with District students during the course of the Agreement; or

☐ Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date

## SUBCONTRACTOR'S CERTIFICATION

This certification is submitted by \_\_\_\_\_, a subcontractor or consultant to the Contractor ("Subcontractor"). Subcontractor hereby certifies to District's governing board that it has completed the criminal background check requirements of Education Code section 45125.1 and that none of its employees that may come in contact with District pupils have been convicted of a violent felony listed in Penal Code section 667.5(c) or a serious felony listed in Penal Code section 1192.7(c).

\_\_\_\_\_  
Subcontractor's Representative

\_\_\_\_\_  
Date

## SUBCONTRACTOR'S EXEMPTION

Pursuant to Education Code section 45125.1, District has determined that Tri Valley Drilling Company, Inc., a subcontractor or consultant to Contractor for purposes of that Agreement ("Subcontractor"), is exempt from the criminal background check certification requirements for the Agreement because:

- ☒ Subcontractor's employees will have limited contact with District students during the course of the Agreement; or
- ☐ Emergency or exceptional circumstances exist.

\_\_\_\_\_  
District Official

\_\_\_\_\_  
Date



# CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2737071

DATE (MM/DD/YYYY)

8/26/2021

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

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

**PRODUCER**  
Lockton Companies  
444 W 47th Street, Suite 900  
Kansas City, MO 64112-1906

**CONTACT**

NAME:

PHONE (A/C, No, Ext): 844-290-4908

FAX

(A/C, No):

E-MAIL:

ADDRESS: BBSIcerts@locktonaffinity.com

**INSURER(S) AFFORDING COVERAGE**

NAIC #

INSURER A : Ace American Insurance Co.

22667

INSURER B :

INSURER C :

INSURER D :

INSURER E :

INSURER F :

**INSURED**  
Barrett Business Services, Inc.  
L/C/F COUNTY SANITATION CO, INC. DBA: STEWART'S & SELZER PLUMBING  
415 EAST MONTECITO ST  
SANTA BARBARA, CA 93101

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	C68659954	6/1/2021	6/1/2022	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Policy State = CA

Vista de Las Cruces Elementary School ? Seepage Pit System Project

**CERTIFICATE HOLDER**

Vista Del Mar Union School District  
9467 San Julian Rd  
Gaviota, CA 93117

**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

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/26/2021

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

<b>PRODUCER</b> Brown & Brown Insurance Services of California, Inc License #0D04053 1001 Mark Avenue, Suite 201 Carpinteria CA 93013	<b>CONTACT NAME:</b> Hong Ta	
	<b>PHONE (A/C, No, Ext):</b> (805) 690-2634	<b>FAX (A/C, No):</b> (805) 690-3200
	<b>E-MAIL:</b> hta@bbofcal.com	
	<b>ADDRESS:</b>	
<b>INSURED</b> County Sanitation Company, Inc. DBA: Stewart's, Seizer Plumbing, Welch's & Gene's Sanitation 415 E. Montecito St. Santa Barbara CA 93101	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Regent Insurance Company	
	<b>INSURER B:</b> General Casualty Company of Wisconsin	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

## COVERAGES

**CERTIFICATE NUMBER:** 19/20 - GL/AU

**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"/> <b>COMMERCIAL GENERAL LIABILITY</b>	Y		BPK000672801	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input checked="" type="checkbox"/> Policy contains OCIP Exclusion						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b>	Y		BCA000389801	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> PROPERTY DAMAGE (Per accident) \$						
							\$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

RE: Vista de Las Cruces Elementary School - Seepage Pit System Project  
District and its governing board, officers, agents, and employees are included as Additional Insured under the General Liability per the attached form CG 20 10 04 13 & CG 20 37 04 13, and under the Auto Liability per the attached form AH CA 85 90 09 17, as required by written contract. Notice of Cancellation applies per policy provisions.

## CERTIFICATE HOLDER

## CANCELLATION

Vista Del Mar Union School District Vista De Las Cruces School 9467 San Julian Rd  Gaviota CA 93117	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  <i>Vicky Delgado</i>

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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  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.	per written contract
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" 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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
See Schedule in Pages to Follow	See Schedule in Pages to Follow
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.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

Location(s) Of Covered Operations
per written contract

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## CHANGES IN COMMERCIAL AUTO COVERAGE FORM

This endorsement modifies insurance provided under the following:

### BUSINESS AUTO COVERAGE FORM

#### A. BROADENED WHO IS AN INSURED

Paragraph A.1. Who Is an Insured of SECTION II — LIABILITY COVERAGE is amended to include the following:

- d. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.
- e. Any "employee" of yours is an "insured" while using an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.
- f. Each person or Organization to whom you are required by a written contract or agreement to provide additional insured status is an "insured" under 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 written contract or agreement must be in effect during the policy period shown in the Declarations and must have been executed prior to the "bodily injury" or "property damage."

#### B. LIABILITY COVERAGE EXTENSIONS SUPPLEMENTARY PAYMENTS

Paragraphs A.2.a. (2) and A.2.a. (4) Coverage Extensions — Supplementary Payments of SECTION II — LIABILITY COVERAGE are deleted and replaced with the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

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

#### C. FELLOW EMPLOYEE COVERAGE

Paragraph B.5. Fellow Employee Exclusion contained in SECTION II — LIABILITY COVERAGE does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire that is not a bus, motorcycle or van used to transport employees.

This Fellow Employee Coverage is excess over any other collectible insurance.

#### D. POLLUTION LIABILITY — BROADENED COVERAGE FOR COVERED AUTOS

1. Liability Coverage is changed as follows:

- a. Paragraph B.11.a. of the Pollution Exclusion in SECTION II — LIABILITY COVERAGE applies only to liability assumed under a contract or agreement.
- b. With respect to the coverage afforded by Paragraph 1.a. Above, Exclusion B.6. Care, Custody or Control of SECTION II — LIABILITY does not apply.

#### 2. Changes in Definitions

For the purposes of this endorsement, Paragraph D. of SECTION V — DEFINITIONS is replaced by the following:

- D. "Covered pollution cost or expense" means any cost or expense arising out of:
  - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs a. and b. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

This Pollution Liability Coverage is subject to an Annual Aggregate Limit of Liability of \$100,000.

#### **E. NEWLY ACQUIRED OR FORMED ORGANIZATIONS**

Throughout this policy, the words you and your also refer to any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, but only if there is no similar insurance available to that organization.

However:

1. The coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

2. Unless you notify us to add coverage to your policy, the coverage under this provision is afforded only until:

- a. The 120th day after you acquire or form the organization, or
- b. The end of the policy period, whichever is earlier.

#### **F. EXTENDED TOWING**

Paragraph A.2. Towing of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced with the following:

We will pay for towing and labor costs each time a covered "auto" is disabled. All labor must be performed at the place of disablement. If the "auto" is of the private passenger type, there will be no deductible. If the "auto" is other than a private passenger type, a \$100 deductible will apply.

The most we will pay under this **EXTENDED TOWING** coverage is \$750 per occurrence.

#### **G. PHYSICAL DAMAGE COVERAGE EXTENSIONS**

Paragraph A.4. — **Coverage Extensions of SECTION III — PHYSICAL DAMAGE COVERAGE** is amended as follows:

##### **a. Transportation Expenses**

The amount we will pay for temporary transportation expense is increased to \$50 per day to a maximum of \$3,000.

##### **b. Loss of Use Expenses**

The amount we will pay for loss of use is increased to \$75 per day and to a maximum limit of \$1,000.

#### **H. RENTAL REIMBURSEMENT**

1. This coverage applies only to a covered "auto" described or designated in the Schedule or in the Declarations as carrying physical damage coverage.
2. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of coverage you have on each covered "auto".
3. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

- a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or
  - b. 30 days.
- 4. Our payment is limited to the lesser of the following amounts:
  - a. Necessary and actual expenses incurred; or
  - b. \$50 per day
- 5. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- 6. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the paragraph **A.4. Coverage Extensions in SECTION III — PHYSICAL DAMAGE COVERAGE.**

No Deductible applies to this coverage.

#### **I. AIRBAG COVERAGE**

Exclusion **B.3.** in **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended to add:

This exclusion does not apply to the accidental discharge of an airbag.

#### **J. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT**

##### **1. Coverage**

- a. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
- b. We will pay with respect to a covered "auto" described in the Schedule for "loss" to any accessories used with the electronic equipment described in Paragraph **1.a.** above. However, this does not include tapes, records or discs.

#### **2. Exclusions**

The exclusions that apply to **SECTION III — PHYSICAL DAMAGE**, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided by this endorsement. In addition, the following exclusions apply:

We will not pay, under this endorsement, for either any electronic equipment or accessories used with such electronic equipment that is:

- a. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
- b. Both:
  - (1). An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
  - (2). Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

#### **3. Limit Of Insurance**

With respect to coverage under this endorsement, the **Limit Of Insurance** provision of **SECTION III — PHYSICAL DAMAGE COVERAGE** is replaced by the following:

- a. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
  - (1). The actual cash value of the damaged or stolen property as of the time of the "loss";
  - (2). The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - (3). \$1,500.
- b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
- c. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of betterment.

#### **4. Deductible**

No deductible applies to this coverage.

The insurance provided by this extension is excess over any other collectible insurance.



#### **K. TAPES, RECORDS AND DISCS COVERAGE**

Exclusion B.4.a. of **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

- a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment except when the tapes, records, discs or other similar audio, visual or data electronic devices:
  - (1) Are your property or that of a family member, and
  - (2) Are in a covered "auto" at the time of "loss".
- (a). The most we will pay for "loss" is \$200. No Physical Damage Coverage deductible applies to this coverage.

This extension provides coverage only to a covered "auto".

#### **L. PHYSICAL DAMAGE DEDUCTIBLE — SINGLE DEDUCTIBLE AND GLASS REPAIR**

Paragraph D. Deductible in **SECTION III — PHYSICAL DAMAGE COVERAGE** is deleted and replaced by the following:

##### **D. Deductible**

For each covered "auto," our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

When two or more covered "autos" sustain "loss" in the same occurrence, the total of all the "loss" for all the involved covered "autos" will be reduced by a single deductible, which will be the largest of all the deductibles applying to all such covered "autos."

No deductible applies to glass damage if the glass is repaired rather than replaced.

#### **M. PERSONAL EFFECTS COVERAGE**

1. If you purchase Comprehensive Coverage on this policy for a stolen owned "auto", we will pay up to \$600 for "personal effects" stolen with the "auto".

2. "Personal effects" as used in this extension means tangible property that is worn or carried by the "insured". "Personal effects" does not include tools, jewelry, money, securities, radar or laser detectors, or tapes, records, discs or similar audio, visual or data electronic equipment.

No Deductible applies to this extension.

The insurance provided by this extension is excess over any other collectible insurance.

#### **N. LOAN/LEASE PAYOFF COVERAGE**

The **SECTION III — PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

In the event of a total "loss" to a covered "auto" shown in the Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

#### **O. CUSTOM SIGNS AND DECORATIONS**

In the event of a total loss to a vehicle insured for auto physical damage coverage on this policy, in addition to the ACV of the vehicle, we will pay the actual cost to repair or replace signage or custom paint details up to \$5,000.

#### **P. HIRED AUTO PHYSICAL DAMAGE**

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage's provided are extended to "autos" you hire of like kind and use subject to the following limit:

The most we will pay for any one loss is the lesser of the following:

1. \$50,000 per accident,

2. Actual Cash Value, or
3. The cost of repair.

The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. This Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

**Q. DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Subparagraphs **A.2.a.** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

- a. In the event of "accident", claim, "suit" or "loss", you, your insurance manager or any other person you designate must give us or our authorized representative prompt notice of such "accident" or "loss". Include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

Knowledge of an "accident" or "loss" by your agent, servant or "employee" shall not be considered knowledge by you unless you, your insurance manager or any other person you designate has received notice of the "accident" or "loss" from your agent, servant, or "employee."

**R. WAIVER OF SUBROGATION**

**SECTION IV — BUSINESS AUTO CONDITIONS— A. 5. Transfer of Rights of Recovery Against Others to Us** is amended as follows:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "accident" or "loss" under a contract with that person or organization.

**S. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph **B.2. Concealment, Misrepresentation Or Fraud** in **SECTION IV — BUSINESS AUTO CONDITIONS** is amended by adding the following:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Business Auto Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery.

**T. EXTENDED EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

Paragraph **B.5.b. Other Insurance** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by the following:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:
  1. Any covered "auto" you lease, hire, rent or borrow; and
  2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

**U. POLICY PERIOD, COVERAGE TERRITORY**

Paragraph **B.7. Policy Period, Coverage Territory** of **SECTION IV — BUSINESS AUTO CONDITIONS** is deleted and replaced by:

**7. Policy Period, Coverage Territory**

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.

The coverage territory is:

- a. The United States of America;
- b. The territories and possessions of the United States of America;
- c. Puerto Rico;
- d. Canada; and
- e. Anywhere in the world if:
  - (1) A covered "auto" is leased, hired, rented or borrowed for a period of 30 days or less; and

- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

#### **V. DEFINITION OF BODILY INJURY AMENDED**

Paragraph C. of **SECTION V — DEFINITIONS** is amended to include:

"Bodily Injury" includes mental anguish or other mental injury resulting from "bodily injury." However, no coverage is provided for mental anguish or mental injury absent physical injury.

None of the extensions provided under this coverage endorsement apply if coverage is more specifically identified elsewhere in the policy or endorsements, for which a premium charge is made or a higher limit is identified. Under no circumstances is any limit provided under this extension to be combined with a limit provided elsewhere in the policy or endorsements.