

AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of November, 2004, by and between the City of Redlands, a Municipal Corporation, organized and existing under the laws of the State of California, hereinafter referred to as the "City", and Dye and Browning Construction, Inc., of the City of Fontana, County of San Bernardino, State of California, hereinafter referred to as the "Contractor".

WITNESSETH: That the City and the Contractor, for the consideration hereinafter named, agree as follows:

1. **Scope of Work.** The Contractor will furnish all materials and will perform all of the work to perform construction of Concrete Repair Program project, complete, all as shown, specified, and made a part of Contract No. 101304-7230.

2. **For the Contract Sum of \$121,709.00**, in accordance with the terms and conditions of the Contract Documents.

Pursuant to Section 22300 of the California Public Contract Code, Contractor has the option to deposit securities with an Escrow Agent as a substitute for retention of earnings requirement to be withheld by the City pursuant to and Escrow Agreement.

3. **Time for Completion.** The work shall be completed within forty-five (45) work days from and after the date of the Notice to Proceed.
4. **Liquidated Damages.** Failure of the Contractor to complete the work within the time allowed will result in damages being sustained by the City. Such damages are, and will continue to be, impracticable and extremely difficult to determine. The Contractor shall pay to the City, or have withheld from monies due it, the sum as set forth in the General Provisions for each consecutive calendar day in excess of the specified time for completion of the work.

Execution of the contract shall constitute agreement by the City and Contractor that the liquidated damages amount per day is the minimum and actual damage caused by the failure of the Contractor to complete the work within the allowed time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

5. **Contract Documents.** The complete contract includes all of the contract documents set forth herein, to wit; Notice Inviting Bids, Instructions to Bidders, Proposal and Bid Forms, Bid Bond, Agreement, Performance Bond, Payment Bond, Plans and Specifications, all referenced specifications, and any Addenda thereto.
6. **Attorney Fees.** In the event any legal action is commenced to enforce or interpret the terms or conditions of this contract the prevailing party shall, in addition to any costs and other relief, be entitled to recovery of its reasonable attorney's fees.
7. **Defense Obligation.** The Contractor shall defend the City, its elected officials, officers, agents, and employees from and against any and all claims, losses, damages, and causes of action, including death, brought by any person or persons for or on account of any wrongful or negligent act or omission of the Contractor, its employees or agents in connection with the performance of the Contractor's obligation under this contract.
8. **Insurance.** All policies of general liability and business automobile insurance required by this contract shall name the City, its elected officials, employees, and agents as additional insureds. Any insurance required under this contract shall be primary with respect to the City and non-contributing to any insurance or self-insurance maintained by the City.
9. **Resolution of Construction Claims.** Claims made by the Contractor in the amount of \$375,000.00 or less shall be processed by the City pursuant to the provisions of Part 3, Chapter 1, Article 1.5 of the Public Contracts code (commencing with Section 20104). All claims shall be in writing and include the documents necessary to substantiate the claim. Nothing in subdivision (a) of the Public Contracts Code Section 20104.2 shall extend the time limit or supersede the notice requirements provided in this case from filing claims by the Contractor.

Pursuant to Public Contract Code section 9201, if the City receives a third party claim in relation to this Contract, the City shall timely notify the Contractor. The City shall be entitled to recover reasonable costs incurred in providing the notification required by Public Contract Code section 9201(b).

10. **Eligibility of Contractor/Subcontractor.** Contractor and any subcontractor agree to abide by California Public Contract Code Section 6109 and California Labor Code Sections 1777.1 and/or 1777.7 and certify that they are not debarred and are eligible to work on this project.
11. **Assignment of Agreement.** No assignment by a party hereto of any rights or interests under this agreement will be binding on another party without the written consent of the party sought to be bound.
12. **Successors and Assigns.** The City and Contractor each binds itself, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the contract documents.
13. **Severability.** Any provision or part of the contract documents held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and Contractor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

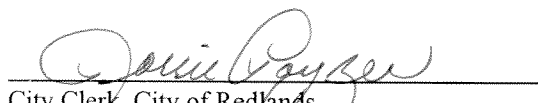
CITY SEAL

By:



Mayor, City of Redlands
County of San Bernardino, California

ATTEST:



City Clerk, City of Redlands
County of San Bernardino, California

Dye and Browning Construction, Inc.
Name of Contractor

CONTRACTOR SEAL

By:



Signature of Authorized Agent

PRESIDENT / CEO

Signatory's Title

Signature of Authorized Agent (if necessary)

Signatory's Title (if necessary)

845280 A

Contractor's License No.

WORKERS' COMPENSATION INSURANCE CERTIFICATION

CONCRETE REPAIR PROGRAM

CONTRACT No. 101304-7230

Every employer except the State, shall secure the payment of compensation in one or more of the following ways:

- (a) By being insured against liability to pay compensation in one or more insurer duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract. (Labor Code Section 1861)

11-23-04
Date

Dye and Browning Construction, Inc.
Name of Contractor

By:

[Signature]
Signature of Authorized Agent

PRESIDENT / CEO
Signatory's Title

845280 A
Contractor's License No.

PERFORMANCE BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as City), and Dye and Browning Construction, Inc., (hereinafter designated as Principal) have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated November 16, 2004, and identified as Contract No. 101304-7230, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient faithful performance bond with the City.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City in the sum of One Hundred Twenty One Thousand Seven Hundred Nine and 00/100 dollars (\$ 121,709.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, his or her 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 provisions in the said agreement and any alteration thereof made as therein provided, or his or her 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 defend, indemnify and save harmless the City, its elected officials, officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including attorney's fees incurred by the City in successfully enforcing such obligation, all to be taxed as costs and included in any judgement rendered.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on November 23, 2004. Bond No. SU 5011875

Dye and Browning Construction, Inc. (SEAL)
Principal

By: [Signature]
Signature

Arch Insurance Company (SEAL)
Surety

By: [Signature]
Signature Kevin P. Reed, Attorney-in-Fact

Address: 1941 Derby Drive
Santa Ana, CA 92705

Telephone: (714) 389-6797

(Notarial Acknowledgments of Principal and Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

San Bernardino

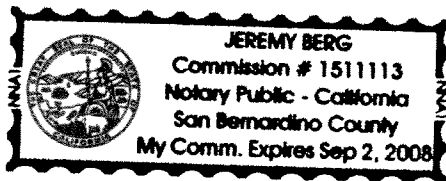
} ss.

On November 23, 2004 before me, Jeremy Berg, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert W. Dye Jr.

Name(s) of Signer(s)

- ☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

On November 23, 2004
Date

before me, Jeremy Berg

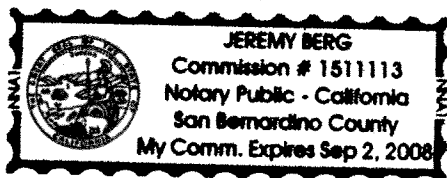
Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Kevin P. Reed

Name(s) of Signer(s)

☒ personally known to me

☐ 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.

WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document:

Performance Bond - City of Redlands

Document Date: November 23, 2004

Number of Pages: 1

Signer(s) Other Than Named Above: Dye and Browning Construction, Inc.

Capacity(ies) Claimed by Signer

Signer's Name: Kevin P. Reed

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Arch Insurance Company

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here.

PAYMENT BOND

WHEREAS, the City Council of the City of Redlands, State of California (hereinafter designated as "City"), and Dye and Browning Construction, Inc., (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, which by said agreement dated November 16, 2004, and identified as Contract No. 101304-7230, is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to furnish a good and sufficient labor and materials payment bond with the City to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, said Principal and the undersigned as corporate surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, materialmen, and any other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code of the State of California in the sum of One Hundred Twenty One Thousand Seven Hundred Nine and 00/100 dollars (\$ 121,709.00) for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and surety named,

on November 23, 2004, 2004. Bond No. SU 5011875

Dye and Browning Construction, Inc. (SEAL)
Principal

By: [Signature]
Signature

Arch Insurance Company (SEAL)
Surety

By: [Signature]
Signature Kevin P. Reed, Attorney-in-Fact

Address: 1941 Derby Drive

Santa Ana, CA 92705

Telephone: (714) 389-6797

(Notarial Acknowledgments of Principal and Surety)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

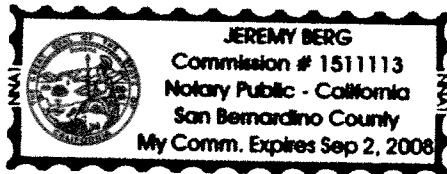
San Bernardino

} ss.

On November 23, 2004 before me, Jeremy Berg, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Robert W. Dye Jr.
Name(s) of Signer(s)

☒ personally known to me
☐ 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.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

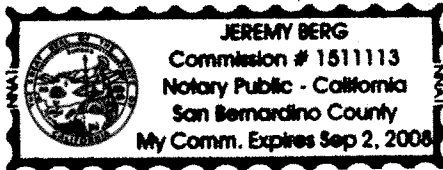
On November 23, 2004
Date

before me, Jeremy Berg, Notary Public
Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Kevin P. Reed
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

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WITNESS my hand and official seal.

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Payment Bond - City of Redlands

Document Date: November 23, 2004 Number of Pages: 1

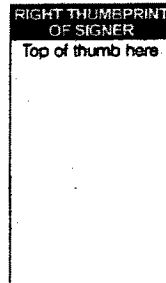
Signer(s) Other Than Named Above: Dye and Browning Construction, Inc.

Capacity(ies) Claimed by Signer

Signer's Name: Kevin P. Reed

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☒ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: Arch Insurance Company



POWER OF ATTORNEY

Know All Men By These Presents:

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

Kevin P. Reed of Santa Ana, CA

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 28th day of April, 2004.

Arch Insurance Company

Attested and Certified



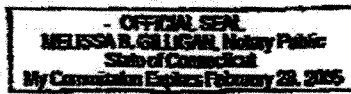
Joseph S. Label, Corporate Secretary

Thomas P. Luckstone, Vice President

STATE OF CONNECTICUT SS

COUNTY OF FAIRFIELD SS

I, Melissa B. Gilligan, a Notary Public, do hereby certify that Thomas P. Luckstone and Joseph S. Label personally known to me to be the same persons whose names are respectively as Vice President and Corporate Secretary of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Melissa B. Gilligan, Notary Public
My commission expires 2-28-05

CERTIFICATION

I, Joseph S. Label, Corporate Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated April 28, 2004 on behalf of the person(s) as stated above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate, and I do further certify that the said Thomas P. Luckstone, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 28th day of November, 2004.

Joseph S. Label, Corporate Secretary

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



Home Office: Kansas City, MO

00ML0013 00 03 03

Company Profile

ARCH INSURANCE COMPANY

ONE LIBERTY PLAZA, 53RD FLOOR
NEW YORK, NY 10006
800-821-5546

Former Names for Company

Old Name: FIRST AMERICAN INSURANCE COMPANY DBA
AMERICAN FIRST INSURANCE COMPANY

Effective Date: 11-06-2002

Old Name: FIRST AMERICAN INSURANCE COMPANY

Effective Date: 01-05-1987

Agent for Service of Process

JERE KEPRIOS, C/O CT CORPORATION SYSTEM 818 WEST SEVENTH STREET, 2ND FLOOR
LOS ANGELES, CA 90017

Unable to Locate the Agent for Service of Process?

Reference Information

NAIC #:	11150
NAIC Group #:	1279
California Company ID #:	3005-6
Date authorized in California:	July 19, 1985
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MISSOURI

Lines of Insurance Authorized to Transact

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

AUTOMOBILE
BOILER AND MACHINERY
BURGLARY
COMMON CARRIER LIABILITY
DISABILITY
FIRE

LIABILITY
MARINE
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

Company Complaint Information



[Company Enforcement Action Documents](#)

[Company Performance & Comparison Data](#)

[Composite Complaint Studies](#)

Want More?

[Help Me Find a Company Representative in My Area](#)

[Financial Rating Organizations](#)

Last Revised - November 04, 2004 11:18 AM
Copyright © California Department of Insurance
[Disclaimer](#)

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID KV
DYE&B-1

DATE (MM/DD/YYYY)

11/18/04

PRODUCER

PTL Insurance Brokers, Inc.
P. O. Box 4155
Covina CA 91723

Phone: 626-967-9581 Fax: 626-967-1664

INSURED

Dye & Browning Construction
10640 Redwood Avenue
Fontana CA 92337THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Landmark American Ins. Co.

33138

INSURER B: Lincoln General Insurance Co.

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO- JECT ☐ LOC	LHA126503	07/03/04	07/03/05	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS	631000083400	08/01/04	08/01/05	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CERTIFICATE ISSUED BY STATE COMP. FUND			WC STATU- TORY LIMITS OTH- ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Re: Job #2004-16 McCall-Mesa K-8 School, Catagory #2, Sun City, Calif.
Additional Insured End. RSG15001(09/03) is attached with primary wording in
favor of Vance Corporation, its officers, directors and employees and
Romoland Unified School District *10 day notice for nonpayment of premium

CERTIFICATE HOLDER

VANCECO

Vance Corporation
2271 N. Locust Ave.
Rialto, CA 92377

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN
NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL
IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Brandon R Pedevill

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED BLANKET - PRIMARY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the SCHEDULE, but only with respect to liability arising out of "your work" for that insured by or for you.

If you are required by a written contract to provide primary insurance, this policy shall be primary as respects your negligence and SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance does not apply, but only with respect to coverage provided by this policy.

This endorsement effective 7/03/04
forms part of Policy Number LHA126503
issued to DYE & BROWNING CONSTRUCTION
by

Endorsement No.:

STATE
COMPENSATION
INSURANCE

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

FUND

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-18-2004

GROUP: 000229
POLICY NUMBER: 27956-2004
CERTIFICATE ID: 13
CERTIFICATE EXPIRES: 06-01-2005
06-01-2004/06-01-2005

VANCE CORPORATION
2271 N. LOCUST AVE.
RIALTO CA 92377

JOB: JOB #2004-16
MCCALL-MESA K-8 SCHOOL
CATEGORY #2
SUN CITY, CALIF.

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

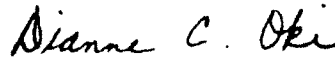
This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

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



AUTHORIZED REPRESENTATIVE



PRESIDENT

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

ENDORSEMENT #1700 - ROBERT W DYE JR - EXCLUDED.

ENDORSEMENT #1700 - STEVEN C BROWNING - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 06-01-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

DYE, ROBERT WAYNE JR (PARTNER) AND AND (PARTNER)
AND AND BROWNING, STEVEN CURTIS (PARTNER) AND
(PARTNER)
10640 REDWOOD AVE
FONTANA CA 92337