

**AGREEMENT TO PROVIDE
EMERGENCY GENERATOR SERVICES
TO THE CITY OF BURLINGAME**

THIS AGREEMENT is made and entered into in the City of Burlingame, County of San Mateo, State of California, by and between the City of Burlingame, a municipal corporation [hereinafter City], and Edward R. Bacon Company hereinafter Contractor], as of the 10th day of october, 2023.

RECITALS

- (A) City wishes to establish a contractual relationship with Contractor to provide services and materials when needed by City; and
- (B) City has not determined the exact nature, scope, or budget for these services and materials at this time; and
- (C) City has qualified Contractor for providing these services and materials as to insurance and other provisions as specified in this Agreement; and
- (D) Contractor represents that it is a qualified and competent supplier of the services and items to be purchased under this Agreement.

IT IS AGREED AS FOLLOWS:

1. Scope of Services. The Contractor shall provide the following services:
 - (A) Annual maintenance and testing services as described in the Notice Inviting Bids for Emergency Generator Services issued by the City and attached hereto as Exhibit A, and repair services as needed on a Time & Materials basis.
 - (B) See Exhibit B, Contractor's Bid Sheet, for the cost of services and labor rates.
2. Time of Performance. The services of the Contractor are to be available upon the execution of this Agreement until June 30, 2026 with two (2) one-year renewal options at the election of the City.
3. Request for Services. City will request services pursuant to this Agreement and the Contractor and the City shall execute a purchase order specifying the nature and cost of the services to be provided for that specific request. Contractor shall acknowledge receipt and acceptance of the requested materials and/or services by signing a copy of the purchase order and returning it to the City within ten (10) days unless directed to reply sooner.
4. Nonexclusivity. Nothing contained in this Agreement shall be construed or interpreted as giving the Contractor any exclusive right or priority to provide any or all of the services

described in this Agreement, and the City shall remain free to use its own forces or any other person to provide some or all of those services as the City may in its sole discretion determine best meets the City's needs and wishes.

5. Compliance with Laws. The Contractor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Contractor represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatsoever nature, which are legally required for Contractor to practice its profession. Contractor represents and warrants to City that Contractor shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Contractor to perform the services requested under this Agreement. If providing services in the City, **Contractor shall maintain a City business license pursuant to the City Municipal Code.**
6. Sole Responsibility. Contractor shall be responsible for employing or engaging all persons necessary to perform the services under this Agreement.
7. Cost of Services and Materials. Pricing for those services shall be in conformance with the price listing contained in Exhibit B attached hereto. Maintenance and inspection services performed under this Agreement shall not exceed a total of Thirty-Eight Thousand Six Hundred Seventy Dollars and No/100 (\$38,670.00) per each one-year period (commencing on July 1st of each year). Any repairs requested by the City and performed under this Agreement shall not exceed Ten Thousand Dollars and No/100 (\$10,000.00) each year. In no event shall total purchases under this Agreement exceed a total of Forty-Eight Thousand Six Hundred Seventy Dollars and No/100 (\$48,670.00) each year.
8. Information/Report Handling. All documents furnished to Contractor by the City and all reports and supportive data prepared by the Contractor under this Agreement are the City's property and shall be delivered to the City upon the completion of Contractor's services or at the City's written request. All reports, information, data, and exhibits prepared or assembled by Contractor in connection with the performance of its services pursuant to this Agreement are confidential until released by the City to the public, and the Contractor shall not make any of the documents or information available to any individual or organization not employed by the Contractor or the City without the written consent of the City before such release.
9. Availability of Records. Contractor shall maintain the records supporting this billing for not less than three (3) years following completion of the work under this Agreement. Contractor shall make these records available to authorized personnel of the City at the Contractor's offices during business hours upon written request of the City.
10. Project Managers. The Facilities & Fleet Division Manager shall represent the City on all matters hereunder.

11. Notices. Any notice required to be given shall be deemed to be duly and properly given if mailed postage prepaid, and addressed to:

To City: Attn: Emergency Generator Services
Public Works Corporation Yard
City of Burlingame
1361 N. Carolan Avenue
Burlingame, CA 94010
Tel: (650) 558-7670

To Contractor: Harry N. How III
Project Manager
Edward R. Bacon Company
8440-A Belvedere Blvd
Sacramento, CA 95826
(510) 385-6744

or personally delivered to Contractor to such address or such other address as Contractor designates in writing to City.

12. Independent Contractor. It is understood that the Contractor, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and not an agent or employee of the City. As an independent contractor, neither Contractor nor any of its officers or employees shall obtain any rights to retirement benefits or other benefits which accrue to City employee(s). With prior written consent, the Contractor may perform some obligations under this Agreement by subcontracting, but may not delegate ultimate responsibility for performance or assign or transfer interests under this Agreement.

13. Nondiscrimination. Contractor warrants that it is an equal opportunity employer and shall comply with applicable regulations governing equal employment opportunity. Contractor does not and shall not discriminate against persons employed or seeking employment with them on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition, unless based upon a bona fide occupational qualification pursuant to the California Fair Employment & Housing Act. In performing services under this Agreement, Contractor shall not discriminate against any applicant or designer on the basis of age, sex, color, race, marital status, sexual orientation, ancestry, physical or mental disability, national origin, religion, or medical condition.

14. Insurance. Contractor shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, Contractor's agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's pricing.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- i. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 12 04 covering CGL on an “occurrence” basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be \$2,000,000.
- ii. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- iii. Workers’ Compensation insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- iv. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

C. Other Insurance Provision

The policies are to contain, or be endorsed to contain the following provisions:

- i. General Liability and Automobile Liability Coverages
 - a. The City of Burlingame, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Burlingame, its officers, officials, employees, or volunteers. The endorsement providing this additional insured coverage shall be equal to or broader than ISO

Form CG 20 10 11 85 and must cover joint negligence, completed operations, and the acts of subcontractors.

b. The Contractor's insurance coverage shall be primary insurance as respects the City of Burlingame, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Burlingame, its officers, officials, employees, or volunteers shall be excess of the Contractor's Insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Burlingame, its officers, officials, employees, or volunteers.

d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

ii. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the City of Burlingame, its officers, officials, employees, or volunteers for losses arising from work performed by the Contractor for the City of Burlingame.

iii. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the City of Burlingame.

D. Acceptability of Insurers

Insurance is to be placed with insurers with a Best's rating of no less than A-:VII and authorized to do business in the State of California.

E. Verification of Coverage

Upon execution of this Agreement, Contractor shall furnish the City with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on forms approved by the City. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All

coverages for subcontractors shall be subject to all of the requirements stated herein.

15. Indemnification. The Contractor shall save, keep and hold harmless indemnify and defend the City its officers, agent, employees and volunteers from all damages, liabilities, penalties, costs, or expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of, or in the course of performing work which may be occasioned by a willful or negligent act or omissions of the Contractor, or any of the Contractor's officers, employees, or agents or any subcontractor. This provision shall not apply if the damage or injury is proximately caused by the gross or active negligence or willful misconduct of the City, its officers, agents, employees, or volunteers.
16. Prevailing Wages. Unless otherwise authorized in writing by the City, Contractor shall comply with Labor Code Sections 1774 and 1775. The current schedule of prevailing wage rates supplied by the State Department of Industrial Relations can be found at www.dir.ca.gov/OPRL/PWD/index.htm or by writing to the Department of Labor Relations. The City shall not supply copies of this schedule for posting on the job site unless specifically requested to do so by the Contractor. If the Contractor intends to use a craft or classification not shown on the general prevailing wage determinations, it may be required to pay the wage rate of the craft or classification most closely related to it as shown in the general determinations effective at the time of the purchase order. If the Contractor intends to use a craft or classification not shown, it shall notify the City at least five (5) working days before the execution of the purchase order. It is the Contractor's obligation to ensure that prevailing wages are paid on this project in conformance with State law and regulations.
17. Time of the Essence. Prompt delivery of the services and materials is essential to this Agreement.
18. Termination. This Agreement may be terminated at any time by giving sixty (60) days written notice to the other party. Any work, services, or materials being performed or delivered at the time notice of termination of this Agreement is given shall be completed and paid for pursuant to this Agreement and California law.
19. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of the Agreement.
20. Modifications. No modification, waiver, termination, or amendment to this Agreement is effective unless made in writing signed by the City and the Contractor.
21. Severability. If any term of this Agreement is held invalid by a court of competent jurisdiction, the remainder of this Agreement shall remain in effect.
22. Entire Agreement. This Agreement sets forth the entire understanding between the parties.

RESOLUTION NO. 094-2023

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BURLINGAME
AWARDING AN EMERGENCY GENERATOR MAINTENANCE SERVICES CONTRACT
TO EDWARD R. BACON COMPANY AND AUTHORIZING THE CITY MANAGER TO
EXECUTE THE AGREEMENT**

WHEREAS, on May 31, 2023, the Department of Public Works issued a notice inviting bids for the City of Burlingame Emergency Generator Services; and

WHEREAS, on June 14, 2023, the City received three bid proposals; and

WHEREAS, Edward R. Bacon Company submitted the lowest responsible bid in the amount of \$38,670.00 per year to provide emergency generator maintenance and inspections services to emergency generators located at various City facilities for a three-year period; and

WHEREAS, staff identified a need to include as-needed emergency repair funds in a not-to-exceed amount of \$10,000.00 per year to allow for as-needed and unexpected repairs for a three-year period; and

WHEREAS, City staff reviewed the bid proposal of Edward R. Bacon Company, and determined it to be responsible and in compliance with the project requirements.

NOW, THEREFORE, be it RESOLVED, that the bid of Edward R. Bacon Company for said project in the amount of \$146,010.00 is accepted; and

BE IT FURTHER RESOLVED that a contract be entered into between the successful bidder and the City of Burlingame for the performance of said work, and that the City Manager is authorized on behalf of the City of Burlingame to execute said contract and to approve the labor materials bond required to be furnished by the contractor.



Michael Brownrigg, Mayor

I, Meaghan Hassel-Shearer, City Clerk of the City of Burlingame, certify that the foregoing Resolution was introduced at a regular meeting of the City Council held on the 5th day of July, 2023, and was adopted thereafter by the following vote:

AYES: COUNCILMEMBERS: BEACH, BROWNRIGG, ORTIZ, STEVENSON

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: COLSON



Meaghan Hassel-Shearer, City Clerk

Duplicate Corrected Original

Bond No. 070220895
Premium: \$4,906.00**FAITHFUL PERFORMANCE BOND**

WHEREAS, the City Council of the City of Burlingame, State of California, and Edward R. Bacon Company (herein designated as "Principal") have entered into an Agreement whereby Principal agrees to construct and complete certain designated public improvements, which said agreement, dated 10-4, 20 23, and identified as **PROJECT #** N/A (Emergency Generator Maintenance Services Contract), is hereby referred to and made a part hereof: and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond of the faithful performance of said Agreement.

NOW, THEREFORE, we, the Principal and The Ohio Casualty Insurance Company, as Surety, are held and firmly bound unto the City of Burlingame (hereinafter called "City"), in the penal sum of One Hundred Forty-Six Thousand Ten and 00/100***** dollars (\$ ***146,010.00) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, formally by these presents.

The condition of this obligation is such that if the above bounded Principal, his/her 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 provisions in the said Agreement 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 save harmless City, its offices, agents and employees, as therein stipulated, and this obligation shall become null and avoid; otherwise it shall be and remain in full force and effect.

Principal and Surety further agree that upon City's final acceptance of the work, ten percent (10 %) of this bond shall remain in effect to guarantees the repair and/or replacement of defective materials and/or workmanship, one years after City's final acceptance of the work.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment 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 any way 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 above named, on October 2 2023.

PRINCIPAL: Edward R. Bacon Company

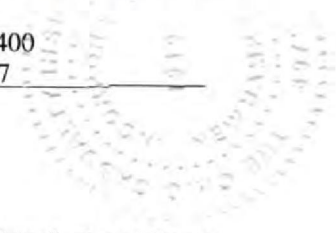
SURETY: The Ohio Casualty Insurance Company

By: [Signature]

By: [Signature]
Kenneth J. Goodwin, Attorney-in-Fact

8440-A BELUSORE BLVD, STOCKMENS,
Address 95826

1380 Treat Blvd., Suite 400
Address Walnut Creek, CA 94597



NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety.

CALIFORNIA ALL-PURPOSE 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.

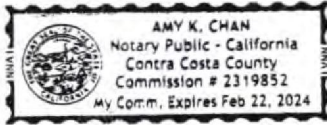
State of California }

County of Contra Costa

On October 2, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)

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



Place Notary Seal Above

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 
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 Duplicate Corrected Original - Bond No. 070220895

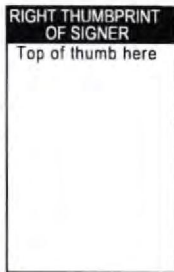
Document Date: October 2, 2023 Number of Pages: 2

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin

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



Signer Is Representing: _____

~~The Ohio Casualty Insurance Company~~

Signer's Name: _____

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



Signer Is Representing: _____



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

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

Certificate No: 8205138-984475

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



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

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

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of October, 2023.



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

Duplicate Corrected Original

Bond No. 070220895

Premium: Included in performance bond

CONTRACTOR'S PAYMENT (LABOR AND MATERIALS) SURETY BOND

WHEREAS, the City Council of the City of Burlingame, State of California ("City") and Edward R. Bacon Company, (hereinafter designated as "Principal") have entered into an agreement dated 12/4/2023, and identified as Emergency Generator Maintenance Services Contract ("Agreement"), which is hereby referred to and made a part here of, whereby Principal agrees to install and complete certain designated public improvements; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work to file a good and sufficient payment surety bond with City to secure the claims to which reference is made in Titles 1 and 3 (commencing with Section 8000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, Principal and The Ohio Casualty Insurance Company, as Surety, incorporated under the laws of the State of New Hampshire, and duly authorized to transact business as an admitted surety, under the Laws of the State of California, are held and firmly bound unto City in the penal sum of One Hundred Forty-Six Thousand Ten and 00/100***** dollars (\$ *****146,010.00), this amount being not less than one hundred percent of the total amount payable by the terms of the Agreement per Civil Code section 9554, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of this obligation is such that if Principal, Principal's subcontractors, heirs, executors, administrators, successors, or assigns shall fail to pay any of the persons, companies, or corporations, referred to in Section 9100 of the California Civil Code, as amended, with respect to any work of labor performed or materials supplied by any such persons, companies, or corporations, which work, labor, or materials are covered by the above-mentioned agreement and any amendments, changes, change order, additions, alterations, or modifications thereof, or any amounts due under the California Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, as amended, with respect to such work and labor, the Surety will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, the Surety will pay reasonable attorney's fees in an amount to be fixed by the court.

It is hereby expressly stipulated and agreed that this surety bond shall inure to the benefit of any and all persons, companies, and corporations entitled named in Section 9100 of the California Civil Code, as amended, so as to give a right of action to them or their assigns in any suit brought upon this surety bond.

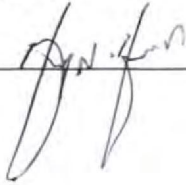
The Surety hereby stipulates and agrees that no amendment, change, change order, addition, alteration, or modifications to the terms of the agreement of the work to be performed thereunder or the specifications accompanying the same, shall in any way affect its obligations on this surety

bond, and it does hereby waive notice of any such amendment, change, change order, addition, alteration, or modification to the terms of the agreement or to the work performed thereunder or to the specifications accompanying the same. Surety hereby waives the provisions of California Civil Code Sections 2845 and 2849.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on October 2, 2023.

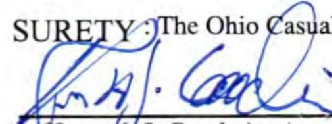
PRINCIPAL : Edward R. Bacon Company

By: _____



SURETY : The Ohio Casualty Insurance Company

By: _____



Kenneth J. Goodwin, Attorney-in-Fact

1380 Treat Blvd., Suite 400
Walnut Creek, CA 94597

Address

NOTE: Attach notary acknowledgement for signatures of those executing for Principal and Surety

CALIFORNIA ALL-PURPOSE 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.

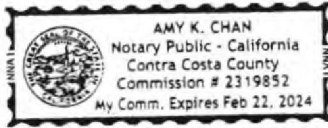
State of California

County of Contra Costa

On October 2, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)

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



Place Notary Seal Above

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 
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 Duplicate Corrected Original - Bond No. 070220895

Document Date: October 2, 2023 Number of Pages: 2

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)


Signer's Name: Kenneth J. Goodwin
 Individual
 Corporate Officer --Title(s):
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



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



Signer Is Representing: _____

~~The Ohio Casualty Insurance Company~~ 

Signer Is Representing: _____



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

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

Certificate No: **8205138-984475**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

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

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of October, 2023.



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

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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 San Mateo)

On October 04, 2023 before me, Mercedes D. Alvarez, Notary Public
(insert name and title of the officer)

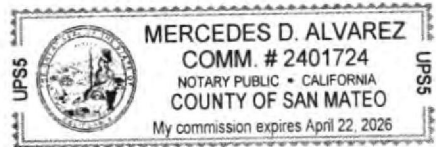
personally appeared Harry Nash III How,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



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 San Mateo)

On October 04, 2023 before me, Mercedes D. Alvarez, Notary Public
(insert name and title of the officer)

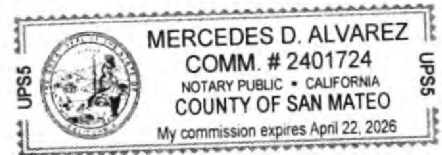
personally appeared Harry Nash III How
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

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

WITNESS my hand and official seal.

Signature 

(Seal)



POLICY NUMBER: 103 GL 0012206-07

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19**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
As required by written contract with the Named Insured that is executed by the parties to the contract prior to the commencement of work that is called for in the contract.	All locations which are afforded coverage under this policy.
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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

California Automobile Insurance Company
P.O. BOX 10730
SANTA ANA, CA 92711-0730
Customer Service: (800) 503-3724



BUSINESS AUTO POLICY
ADDITIONAL INSURED Amended Declarations
Effective Date: 08/09/2023

NAMED INSURED: EDWARD R. BACON COMPANY INC. 8440 BELVEDERE AVE STE A SACRAMENTO, CA 95826-5904	AGENT: GORDON INSURANCE 20 EL CAMINO REAL REDWOOD CITY, CA 94062 (650) 654-5555
--	--

SCHEDULE	
Insurance Company:	California Automobile Insurance Company
Policy Number:	BA040000072949
Policy Period:	From: 03/28/2023 to 03/28/2024 at 12:01 AM Standard Time at your mailing address
Additional Insured:	THE CITY OF BURLINGAME
Address:	501 Primrose Rd , Burlingame CA 94010
Endorsements Attached:	CA 20 48 10 13 - Designated Insured

AUTOMOBILE LIABILITY PROVIDED	
Covered Autos:	Symbol 7 - Specifically Described "Autos", Symbol 8 - Hired "Autos" Only, Symbol 9 - Nonowned "Autos" Only
Limits of Insurance:	\$1,000,000 CSL

POLICY NUMBER:

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured:</p> <p>Endorsement Effective Date:</p>
--

SCHEDULE

<p>Name Of Person(s) Or Organization(s):</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

Acct#: 2910011

DATE (MM/DD/YYYY)

8/7/2023

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

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

PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Tampa, FL 33607	CONTACT NAME: PHONE (A/C, No, Ext): 844-290-4908 FAX (A/C, No): E-MAIL ADDRESS: BBSIcerts@locktonaffinity.com												
INSURER(S) AFFORDING COVERAGE													
INSURED Barrett Business Services, Inc. L/C/F EDWARD R. BACON COMPANY, INC. 579 Tully Road San Jose, CA 95111	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A : Ace American Insurance Co.</td> <td style="width: 20%; text-align: center;">NAIC # 22667</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER A : Ace American Insurance Co.	NAIC # 22667	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER A : Ace American Insurance Co.	NAIC # 22667												
INSURER B :													
INSURER C :													
INSURER D :													
INSURER E :													
INSURER F :													

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																	
	COMMERCIAL GENERAL LIABILITY <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 \$ \$																	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$																	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A	X	C51291165	1/1/2023	1/1/2024	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 5%; text-align: center;">X</td> <td style="width: 15%;">PER STATUTE</td> <td style="width: 5%; text-align: center;">OTH-ER</td> <td style="width: 75%;"></td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td style="text-align: right;">\$ 2,000,000</td> </tr> </table>	X	PER STATUTE	OTH-ER			E.L. EACH ACCIDENT		\$ 2,000,000		E.L. DISEASE - EA EMPLOYEE		\$ 2,000,000		E.L. DISEASE - POLICY LIMIT		\$ 2,000,000
X	PER STATUTE	OTH-ER																						
	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
 Waiver of Subrogation in favor of certificate holder when required by written contract

CERTIFICATE HOLDER

The City Of Burlingame
 501 Primrose Rd
 Burlingame, CA 94010

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

Lisa Abernathy

Workers' Compensation and Employers' Liability Policy

Named Insured Barrett Business Services, Inc. L/C/F EDWARD R. BACON COMPANY, INC. 579 Tully Road San Jose, CA 95111	Endorsement Number
	Policy Number Symbol: WLR Number: C51291165
Policy Period 1/1/2023 TO 1/1/2024	Effective Date of Endorsement 8/7/2023
Issued By (Name of the Insurance Company) Ace American Insurance Co.	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization:

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

ALL CALIFORNIA OPERATIONS

3. Premium:

The premium charge for this endorsement shall be 1.0 percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: \$0

Pat D. O'Farrell

Authorized Agent

AM Best Rating Services

Colony Insurance Company

BestLink  AMB #: 003283 NAIC #: 39993 FEIN #: 541423096

Mailing Address

P.O. Box 469012
San Antonio, Texas 78246

[United States](#)

Web: www.argolimited.com

Phone: 804-560-2000

Fax: 804-560-4820

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 058448 - Argo Group International Holdings, Ltd.](#)

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



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

Based on AM Best's analysis, [058448 - Argo Group International Holdings, Ltd.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A- u (Excellent)
Affiliation Code: g (Group)
Outlook (or Implication): Developing
Action: Under Review
Effective Date: February 10, 2023
Initial Rating Date: June 28, 1993

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

Rating (Rating Category): a- u (Excellent)
Outlook (or Implication): Developing
Action: Under Review
Effective Date: February 10, 2023
Initial Rating Date: June 29, 2005

Financial Size Category [View Definition](#)

Financial Size Category: XII (USD 1.00 Billion to Less than 1.25 Billion)

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Financial Analyst: Christopher Lewis
Associate Director : Kathryn Steffanelli
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Places Credit Ratings of Argo Group International Holdings, Ltd. and Its Subs. Under Review With Developing Implications](#)
February 10, 2023

View AM Best's [Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1993.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
February 10, 2023	A- u	February 10, 2023	a- u
April 13, 2022	A-	April 13, 2022	a-
March 12, 2021	A-	March 12, 2021	a-
February 26, 2020	A-	February 26, 2020	a-
November 07, 2019	A u	November 07, 2019	a u
October 09, 2019	A	October 09, 2019	a
October 17, 2018	A	October 17, 2018	a

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [058448 - Argo Group International Holdings, Ltd.](#)



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.



[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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

Press Releases

Date ▼	Title
Feb 10, 2023	AM Best Places Credit Ratings of Argo Group International Holdings, Ltd. and Its Subs. Under Review With Developing Implications
Apr 13, 2022	AM Best Affirms Credit Ratings of Argo Group International Holdings, Ltd. and Its Subsidiaries
Mar 12, 2021	AM Best Revises Outlooks to Stable for Argo Group International Holdings, Ltd. and Its Subsidiaries; Affirms Credit Ratings
Feb 26, 2020	AM Best Removes From Under Review and Downgrades Credit Ratings of Argo Group International Holdings, Ltd. and its Subsidiaries
Nov 07, 2019	AM Best Places Credit Ratings of Argo Group International Holdings, Ltd. and Subs Under Review With Negative Implications
Oct 09, 2019	AM Best Affirms Credit Ratings of Argo Group International Holdings, Ltd. and Subsidiaries

Page size: 10 ▼
 20 items in 2 pages

European Union Disclosures

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United Kingdom Disclosures

A.M. Best – Europe Rating Services Limited (AMBERS), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment Institution (ECAI) in the United Kingdom (UK). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the United Kingdom as per the Credit Rating Agencies (Amendment, etc.) (EU Exit) Regulations 2019.

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Atain Specialty Insurance Company (Michigan) (Name changed from USF Insurance Company effective 08/25/2011) (Domicile changed from Pennsylvania to Michigan effective 12/31/2007)	09/01/1995
Atlantic Casualty Insurance Company (North Carolina)	07/16/2009
AXIS Specialty Europe SE (Ireland) (Name changed from AXIS Specialty Europe Public Limited Company effective 09/10/2012. Name changed from AXIS Specialty Europe Limited effective 04/26/2012)	06/20/2007
AXIS Surplus Insurance Company (Illinois) (Name changed from Sheffield Insurance Corporation effective 06/09/2003)	12/15/1995
AZGUARD Insurance Company (Nebraska)	08/26/2021

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B - D

Insurer	Date Approved
Berkley Assurance Company (Iowa)	07/20/2011
Berkley Specialty Insurance Company (Delaware) (Name changed from Berkley Regional Specialty Insurance Company effective 07/01/2018)	04/12/2012
Berkshire Hathaway International Insurance Limited (UK)	04/01/2008
Bridgeway Insurance Company (Delaware)	07/01/2021
The Burlington Insurance Company (Illinois) (Domicile changed from North Carolina to Illinois, effective 12/31/2015)	11/17/1995
Canopus US Insurance, Inc. (Delaware) (Name changed from Omega US Insurance, Inc. effective 08/20/2012)	07/20/2011
Capitol Specialty Insurance Corporation (Wisconsin)	05/15/2008
Century Surety Company (Ohio)	09/01/1995
Chubb Custom Insurance Company (New Jersey) (Domicile changed from Delaware to New Jersey, effective 04/01/2013)	08/04/1995
Chubb European Group SE (France) (Domicile changed from U.K. to France effective 01/01/2019) (Name changed from Chubb European Group Limited effective July 19, 2018) (Name changed from ACE European Group Limited effective May 2, 2017)	06/20/2007
The Cincinnati Specialty Underwriters Insurance Company (Delaware)	01/31/2011
Clear Blue Specialty Insurance Company (Texas) (Domicile changed from North Carolina to Texas effective December 20, 2022)	06/27/2022
Colony Insurance Company (Virginia)	09/01/1995
Columbia Casualty Company (Illinois)	07/06/1995
Coverys Specialty Insurance Company (New Jersey)	07/10/2017
Covington Specialty Insurance Company (New Hampshire)	07/20/2011
Crum & Forster Specialty Insurance Company (Delaware) (Name changed from Transnational Insurance Company effective 12/26/2000. Domicile changed from Arizona to Delaware effective 11/21/2014.)	04/20/1998
CUMIS Specialty Insurance Company, Inc. (Iowa)	05/15/2008

AM Best Rating Services

Mercury Insurance Company

BestLink  AMB #: 003574 NAIC #: 27553 FEIN #: 952848960

Mailing Address

P.O. Box 54600
Los Angeles, California 90054

[United States](#)

Web: www.mercuryinsurance.com

Phone: 323-937-1060

Fax: 323-857-7116

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AM Best Rating Unit: [AMB #: 018195 - Mercury Casualty Group](#)

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



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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	February 17, 2023
Initial Rating Date:	June 30, 1979

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Downgraded
Effective Date:	February 17, 2023
Initial Rating Date:	May 03, 2006

Financial Size Category View Definition

Financial Size Category: XIII (USD 1.25 Billion to Less than 1.50 Billion)

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Billiah Moturi

Associate Director : Alan Murray

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Press Release

[AM Best Downgrades Issuer Credit Rating of Mercury General Corp and Its Core Subs; Upgrades Credit Ratings of Reinsured Subs](#)

February 17, 2023

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Rating History

AM Best has provided ratings & analysis on this company since 1979.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
February 17, 2023	A	February 17, 2023	a
February 10, 2022	A	February 10, 2022	a+
February 04, 2021	A	February 04, 2021	a+
January 28, 2020	A	January 28, 2020	a+
December 12, 2018	A	December 12, 2018	a+

Best's Credit & Financial Reports



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Press Releases

Date ▼	Title
Feb 17, 2023	AM Best Downgrades Issuer Credit Rating of Mercury General Corp and Its Core Subs; Upgrades Credit Ratings of Reinsured Subs
Feb 10, 2022	AM Best Affirms Credit Ratings of Mercury General Corporation and Its Subsidiaries
Feb 04, 2021	AM Best Affirms Credit Ratings of Mercury Casualty Group's Members and Mercury General Corporation
Jan 28, 2020	AM Best Affirms Credit Ratings of Mercury Casualty Group's Members and Mercury General Corporation
Dec 12, 2018	AM Best Downgrades Credit Ratings of Mercury Casualty Group's Members and Mercury General Corporation
Sep 28, 2017	A.M. Best Affirms Credit Ratings of Members of Mercury Casualty Group
Jun 15, 2016	A.M. Best Revises Outlooks to Negative and Affirms Ratings of Members of Mercury Casualty Group

Page size: 10 20 items in 2 pages

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MERCURY INSURANCE COMPANY

555 W Imperial Hwy, Brea, CA 92821-4802

800-824-6194

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Name History

Legal Name	Name Status	Effective Date
MERCURY INSURANCE COMPANY	Current	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
RANDALL R. PETRO	-	555 W Imperial Hwy, Brea, CA 92821-4802	-	04/17/2015

Reference Information

Identification

Company ID (EID)	5881
CA #	2143-6
NAIC	27553
NAIC Group	660
NAIC Group Name	MERCURY GEN GRP

Classification

Category	Insurer
Category Type	Property & Casualty
Status	Unlimited-Normal
License Category	Admitted

Location

State Name	California
Origin	Domestic
Country	-
Form	Stock

Lines of Business

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](#).

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Plate Glass
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Boiler And Machinery
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Lines of Business
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StarStone Specialty Insurance Company

BestLink  AMB #: 011432 NAIC #: 44776 FEIN #: 510335732

Mailing Address

P.O. Box 100165
Columbia, South Carolina 29202

[United States](#)

Web: www.corespecialtyinsurance.com

Phone: 201-743-7700

Fax: 201-743-7701

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AM Best Rating Unit: [AMB #: 044864 - Core Specialty Insurance Holdings, Inc.](#)

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



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Best's Credit Ratings

Financial Strength [View Definition](#)

Rating (Rating Category): A- (Excellent)
Affiliation Code: g (Group)
Outlook (or Implication): Positive
Action: Affirmed
Effective Date: August 04, 2022
Initial Rating Date: June 25, 2001

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Dan Hofmeister, CFA, FRM, CAIA, CPCU, ARe, AIS, AIAF
Director: Steven M. Chirico, CPA
Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

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

Rating (Rating Category): a- (Excellent)
Outlook (or Implication): Positive
Action: Affirmed
Effective Date: August 04, 2022
Initial Rating Date: November 11, 2004

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Revises Outlooks to Positive for Core Specialty Ins Hldgs, Inc. Subs; Affirms Credit Ratings of Lancer Ins Group Members](#)

August 04, 2022

View AM Best's [Rating Review Form](#)

Financial Size Category [View Definition](#)

Financial Size Category: XII (USD 1.00 Billion to Less than 1.25 Billion)

u Denotes [Under Review Best's Rating](#)

Rating History

AM Best has provided ratings & analysis on this company since 2001.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
August 04, 2022	A-	August 04, 2022	a-
January 28, 2022	A-	January 28, 2022	a-
April 19, 2021	A- u	April 19, 2021	a- u
December 23, 2020	A-	December 23, 2020	a-
September 11, 2020	A- u	September 11, 2020	a- u
June 12, 2020	A- u	June 12, 2020	a- u
December 06, 2019	A-	December 06, 2019	a-
November 09, 2018	A-	November 09, 2018	a-
September 15, 2017	A-	September 15, 2017	a-

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Press Releases

<u>Date</u> ▼	<u>Title</u>
Oct 10, 2022	AM Best Comments on Credit Ratings of Core Specialty Insurance Holdings, Inc. Subs Following Hallmark Financial Acquisition
Aug 04, 2022	AM Best Revises Outlooks to Positive for Core Specialty Ins Hldgs, Inc. Subs; Affirms Credit Ratings of Lancer Ins Group Members
Jan 28, 2022	AM Best Removes From Under Review; Affirms Credit Ratings of StarStone Specialty Insurance Co and StarStone National Ins Co
Apr 19, 2021	AM Best Places Credit Ratings of StarStone Specialty Ins Co and StarStone Natl Ins Co Under Review Following Merger Announcement
Dec 23, 2020	AM Best Removes from Under Review; Affirms Credit Ratings of StarStone Specialty Ins Co and StarStone National Ins Co

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ProAssurance Specialty Insurance Company (Vermont) 09/01/1995 (Name changed from Noetic Specialty Insurance Company (Vermont) effective 12/31/2021) (Domicile changed from Illinois to Vermont effective 01/18/2011) (Name changed from Coregis Indemnity Company effective 11/07/2001)	09/01/1995
Professional Security Insurance Company (Arizona)	06/03/2022
Protective Specialty Insurance Company (Indiana)	06/01/2010

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Insurer	Date Approved
QBE Specialty Insurance Company (North Dakota)	08/01/2003
QBE Europe SA/NV (Belgium)	06/03/2022
QBE UK Limited (U.K.) (Name changed from QBE Insurance (Europe) Limited effective 12/31/2018) (Name changed from QBE International Insurance Limited effective 09/30/2005)	01/06/1999
Republic-Vanguard Insurance Company (Arizona)	03/18/2022
Rockingham Insurance Company (Virginia)	2/27/2017
Scottsdale Insurance Company (Ohio)	06/30/1995
Seneca Specialty Insurance Company (Delaware) (Domicile changed from Arizona to Delaware, effective 11/25/2014)	02/02/2004
Shelter Reinsurance Company (Missouri)	10/18/2007
SiriusPoint International Insurance Corporation (Sweden) (Name changed from Sirius International Insurance Corporation effective 06/07/2021)	02/08/1999
Spinnaker Specialty Insurance Company (Texas)	06/14/2023
St. Paul Surplus Lines Insurance Company (Delaware)	07/06/1995
Starr Surplus Lines Insurance Company (Texas) (Domicile changed from Illinois to Texas effective 01/01/2018)	11/16/2010
StarStone Specialty Insurance Company (Delaware)(Name changed from Torus Specialty Insurance Company effective 09/21/2015. Name changed from Praetorian Specialty Insurance Company effective 03/02/2009. Name changed from Alea North America Specialty Insurance Company effective 10/02/2006.)	12/22/2004
Steadfast Insurance Company (Illinois) (Domicile changed from Delaware to Illinois effective 12/31/2018)	07/18/1995
Superior Specialty Insurance Company (Delaware) (Domicile changed from Missouri to Delaware and name changed from Savers Property and Casualty Insurance Company effective 1/31/2019)	6/30/1995
Swiss RE Corporate Solutions Capacity (Missouri) 02/01/1995 (Name changed from First Specialty Insurance Corporation (Missouri) effective 08/01/2022)	02/01/1995

AM Best Rating Services

Benchmark Specialty Insurance Company

BestLink  AMB #: 021232 NAIC #: 17180 FEIN #: 873069429

Administrative Office

150 Lake Street West
Wayzata, Minnesota 55391

[United States](#)

Phone: 952-974-2200

Fax: 952-974-2222

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Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 07, 2022
Initial Rating Date:	February 08, 2022

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	October 07, 2022
Initial Rating Date:	February 08, 2022

Financial Size Category View Definition

Financial Size Category: VIII (USD 100 Million to Less than 250 Million)

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Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Director: Brian O'Larte

Senior Director: Richard Attanasio

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[AM Best Affirms Credit Ratings of Benchmark Insurance Group Members and Trean Insurance Group, Inc.](#)

October 07, 2022

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Rating History

AM Best has provided ratings & analysis on this company since 2022.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
October 07, 2022	A	October 07, 2022	a
February 08, 2022	A	February 08, 2022	a

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Dec 19, 2022	AM Best Comments on Credit Ratings of Trean Insurance Group, Inc. Following Announced Merger Agreement
Oct 07, 2022	AM Best Affirms Credit Ratings of Benchmark Insurance Group Members and Trean Insurance Group, Inc.
Feb 08, 2022	AM Best Assigns Credit Ratings to Benchmark Specialty Insurance Company, a New Member of Benchmark Insurance Group

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BENCHMARK INSURANCE COMPANY

2900 SW Wanamaker Dr Ste 240, Topeka, KS 66614-4167

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Name History

Legal Name	Name Status	Effective Date
BENCHMARK INSURANCE COMPANY	Current	12/23/1994
NATIONAL COLONIAL INSURANCE COMPANY	Old	04/07/1989
WESTERN INDEMNITY COMPANY, INC. (THE)	Old	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
Silvana Ferrel	-	Benchmark Administrators, 430 N Vineryard Avenue, Ontario, CA 91764	-	03/26/2019

Reference Information

Identification

Company ID (EID)	3817
CA #	1903-4
NAIC	41394
NAIC Group	4886
NAIC Group Name	Benchmark Holding Grp

Classification

Category	Insurer
Category Type	Property & Casualty
Status	Unlimited-Normal
License Category	Admitted

Location

State Name	Kansas
Origin	Foreign
Country	-
Form	Stock

Lines of Business

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Lines of Business
Fire
Surety
Disability
Liability
Common Carrier Liability
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Miscellaneous

Lines of Business
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AM Best Rating Services

ACE American Insurance Company

BestLink  AMB #: 002257 NAIC #: 22667 FEIN #: 952371728

Mailing Address

P.O. Box 1000
Philadelphia, Pennsylvania 19106

[United States](#)

Web: www.chubb.com

Phone: 215-640-1000

[View Additional Address Information](#)

AM Best Rating Unit: [AMB #: 000012 - Chubb U.S. Group of Insurance Companies](#)

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



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

Based on AM Best's analysis, [058303 - Chubb Limited](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength View Definition

Rating (Rating Category):	A++ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 01, 2022
Initial Rating Date:	June 30, 1951

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa+ (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 01, 2022
Initial Rating Date:	August 16, 2005

Financial Size Category View Definition

Financial Size Category:	XV (Greater than or Equal to USD 2.00 Billion)
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u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Alan Murray

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

View AM Best's [Rating Disclosure Form](#)

Press Release

[AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries](#)

December 01, 2022

View AM Best's [Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1951.

Financial Strength Rating		Long-Term Issuer Credit Rating	
Effective Date	Rating	Effective Date	Rating
December 01, 2022	A++	December 01, 2022	aa+
December 10, 2021	A++	December 10, 2021	aa+
December 17, 2020	A++	December 17, 2020	aa+
December 11, 2019	A++	December 11, 2019	aa+
December 13, 2018	A++	December 13, 2018	aa+

Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
091291	ACE American Insurance Company (BHB)	Represents the Property/Casualty financials for the Bahrain Branch of this legal entity.
093314	ACE American Insurance Co Korea (KRB)	Represents the Property/Casualty financials for the South Korea Branch of this legal entity.

Best's Credit & Financial Reports



[Best's Credit Report](#) - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: [000012 - Chubb U.S. Group of Insurance Companies](#).



[Best's Credit Report - Archive](#) - reports which were released prior to the current Best's Credit Report.



[Best's Financial Report](#) - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.




[Best's Financial Report - Archive](#) - reports which were released prior to the current Best's Financial Report.

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

Press Releases

<u>Date</u> ▼	<u>Title</u>
Dec 01, 2022	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 10, 2021	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 17, 2020	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 11, 2019	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Dec 13, 2018	AM Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of Chubb Limited and Its Subsidiaries
Jun 22, 2016	A.M. Best Removes From Under Review and Affirms Ratings of Chubb Limited and Most of Its Subsidiaries
Jul 02, 2015	A.M. Best Places Ratings of ACE Limited and Its Subsidiaries Under Review With Negative Implications


 Page size: 10 ▼
 19 items in 2 pages

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California Department of Insurance

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ACE AMERICAN INSURANCE COMPANY

436 Walnut St, Philadelphia, PA 19106-3703

800-352-4462

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Name History

Legal Name	Name Status	Effective Date
ACE AMERICAN INSURANCE COMPANY	Current	11/01/1999
CIGNA INSURANCE COMPANY	Old	12/31/1983
INA UNDERWRITERS INSURANCE COMPANY	Old	12/14/1977
ALLIED INSURANCE COMPANY	Old	04/03/1961
ALLIED COMPENSATION INSURANCE COMPANY	Old	

Agent for Service

Full Name	Attn Or C/O	Full Address	Contact Phone	Effective From Date
AMANDA GARCIA	C T Corporation System	330 N Brand Blvd Ste 700, Glendale, CA 91203	213-337-4615	07/28/2021

Reference Information

Identification

Company ID (EID)	3270
CA #	1325-0
NAIC	22667

NAIC Group	626
NAIC Group Name	Chubb Ltd Grp

Classification

Category	Insurer
Category Type	Property & Casualty
Status	Unlimited-Normal
License Category	Admitted

Location

State Name	Pennsylvania
Origin	Foreign
Country	-
Form	Stock

Lines of Business

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](#).

Lines of Business
Fire
Surety
Disability
Liability
Workers' Compensation
Boiler And Machinery

Lines of Business
Burglary
Sprinkler
Team And Vehicle
Aircraft
Miscellaneous
Marine
Plate Glass
Common Carrier Liability
Credit

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

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The City of Burlingame

CITY HALL — (650) 558-7230
PUBLIC WORKS — 501 PRIMROSE ROAD
BURLINGAME, CA 94010

www.burlingame.org

CORPORATION YARD — (650) 558-7670
1361 N. CAROLAN AVENUE
BURLINGAME, CA 94010

May 31, 2023

NOTICE INVITING BIDS

1. The City is soliciting bids for **EMERGENCY GENERATOR SERVICES 2023-2025** within the City of Burlingame, San Mateo County, California.
2. Bids will be received via PB System™, a fully automated web-based vendor and bid management system. Prospective bidders should visit <https://pbsystem.planetbids.com/portal/46106/portal-home> to register, download bid documents, and submit their bid. All bids must be submitted to PB System™ before **2:00 p.m. on Wednesday, June 14, 2023**.
3. Bid results will be publicly opened and read at 2:30 P.M. that day via online video conference. Bidders will be sent an email with connection information prior to the bid opening. Only contractors who submitted bids will receive an invitation to the bid opening. Bid results will also be displayed in the PB System™ after they are publicly read.
4. The project will consist of scheduled maintenance and inspection services to the City's emergency generator sets. The term of the Agreement will be for three (3) years with the option to extend for an additional two (2) years at the election of the City.
5. The contractor shall possess either a Class A (Engineering) or C-10 (Electrical) contractor's license prior to submitting a bid. Contractor must provide the City with proof of the license when submitting the bid or the bid will be disqualified.
6. Bidders must have at least three (3) years of experience servicing generators and must have experience working on generators up to 1500 kw. If awarded the contract, contractor must be able to arrive on-site within two (2) hours to respond to emergencies.
7. Contractor is to become fully familiar with the Scope of Work, Specifications, and/or Exhibits. Exhibits include:
 - Exhibit A – Emergency Generator Specifications
 - Exhibit B – Planned Maintenance Program
 - Exhibit C – Maintenance / Inspection Checklist
8. Any questions regarding this bid opportunity should be submitted through the online Q&A feature of PB System™. Questions can be submitted until **2:00 p.m. on Monday, June 12, 2023**. Answers will be made available via PB System™.

CITY OF BURLINGAME
PUBLIC WORKS DEPARTMENT
EMERGENCY GENERATOR SERVICES 2023-25

Exhibit A

Emergency Generator Specifications

*Locations without fixed load banks are accessible with trailer-pulled load bank within ten (10) feet of generator.

GENERATOR ID NO.	LOCATION	ADDRESS	MAKE	SERIAL NUMBER	SIZE	ANNUAL MAINTENANCE SERVICE DATE	ANNUAL LOAD BANK SERVICE DATE
G-1	Hyatt Sewer PS	1301 Old Bayshore Blvd.	John Deere	PE4045T346869	55 kW (fixed LB)	July	December
G-3	1740 Rollins Storm & Sewer PS	1740 Rollins Rd.	Caterpillar	36J125	550 kW (fixed LB)	July	December
G-4*	Easton/Marsten Storm PS	1392 Marsten Road	Onan	X12H335712	1352 kW	July	December
G-5*	City Hall	501 Primrose Rd.	Volvo Penta	2071117848	200 kW	June	November
G-6*	Skyview PS	1321 Skyview Dr	ONAN- Portable	A020320977	175 kW	July	November
G-7*	Police Station	1111 Trousdale Rd.	Kohler	33JVMGL0028	80 kW	June	November
G-8	Hillside PS	2830 Hillside Dr.	Taylor Power Systems	23746	140 kW (fixed LB)	April	November
G-9	Corp Yard	1361 N. Carolan Ave.	Detroit	1751338	410 kW (fixed LB)	June	November
G-10	Cowan Storm PS	842 Cowan Rd.	Cummins	91037955	350 kW (fixed LB)	July	December
G-11*	Airport Sewer PS	710 Airport Rd.	Cummins	198802	60 kW	July	December
G-12*	Parks Corp Yrd	425 Carolan Ave.	John Deere	CD4039D229892	34 kW	June	November
G-13*	Donnelly PS	2817 Rivera	Volvo Penta	2120254030	300 kW	April	November
G-14	Gilbreth Sewer PS	1616 Gilbreth	Cummins	4564479	60 kW (fixed LB)	July	December
G-15*	Adrian Storm PS	1501 Adrian Rd.	Cummins	45756580	50 kW	July	December
G-16*	399 Rollins Sewer PS	399 Rollins Rd.	John Deere	4039T407745	63 kW	July	December
G-17	Calif/Grove Storm PS	California Dr/Grove Ave.	Kohler	RG6081T137761	135 kW (fixed LB)	July	December

GENERATOR ID NO.	LOCATION	ADDRESS	MAKE	SERIAL NUMBER	SIZE	ANNUAL MAINTENANCE SERVICE DATE	ANNUAL LOAD BANK SERVICE DATE
G-18	Trousdale PS	2501 Trousdale Rd.	MW Onsite Energy	307393-1-1-0409	750 kW (fixed LB)	April	November
G-20	Mitten Sewer PS	1775 Gilbreth Road	Generac	16874900100	50 kW (fixed LB)	July	December
G-21*	Burlingame Point	383 Airport Blvd	John Deere	95090501293	30 kW	July	November
G-22	Community Center	850 Burlingame Ave.	Cummins	D210909337	200 kW (fixed LB)	June	November
FS34	Fire Station 34	799 California Dr.	Kohler	3366GMJH0019	125 kW (fixed LB)	June	November
FS35	Fire Station 35	2832 Hillside Dr.	Kohler	33HMG MJL002	60 kW (fixed LB)	June	November
FS36	Fire Station 36	1399 Rollins Rd.	Kohler	33HMG MJK0006	60 kW (fixed LB)	June	November

CITY OF BURLINGAME
PUBLIC WORKS DEPARTMENT
EMERGENCY GENERATOR SERVICES 2023-25

Exhibit B

PLANNED MAINTENANCE PROGRAM

The Planned Maintenance program for the City of Burlingame consists of the following:

1. Annual Maintenance/ Inspection Visits, to include:
 - Oil Analysis
 - Required Maintenance / Inspection Checklist (see Exhibit C)
 - Maintenance / Inspection Reports and Recommendations
 - Automatic Transfer Switch (ATS) Inspection
2. Load Bank Testing
 - The City reserves the right to cancel the Load Bank Testing.
3. Tune-up, if applicable (additional investment)
4. Cooling system service (additional investment)
5. Valve adjustment (additional investment)
6. Fuel system and other service (additional investment)
7. Transfer Switch Maintenance (additional investment)

For Numbers 3-7 above, any recommended repairs need to be provided in writing before any further work can be performed. The City needs to approve any recommended service work other than Annual Maintenance / Inspection visits.

Any additional work not covered in Numbers 1-7 above will be billed hourly and must be broken down by time and material costs.

CITY OF BURLINGAME
PUBLIC WORKS DEPARTMENT
EMERGENCY GENERATOR SERVICES 2023-25

Exhibit C

MAINTENANCE / INSPECTION CHECKLIST

1. Check condition of all belts. Adjust, if necessary.
2. Check condition of all hoses. Check clamps and fittings for tightness.
3. Check for oil, coolant, and fuel leaks
4. Check radiator. Check coolant level and condition.
5. Check operation of jacket water heater.
6. Check fuel level and fuel supply system.
7. Check fuel tank for contamination, if possible.
8. Check level/ condition of oil. Replace annually, or sooner, if warranted. Indicate if changed.
9. Take oil sample annually, or sooner, if warranted. Indicate if taken.
10. Check oil, fuel, and coolant filters. Replace annually, or sooner, if warranted. Indicate if changed.
11. Check air filter assembly. Replace element/ oil, if warranted. Indicate if replaced.
12. Check exhausts system components. Check smoke for signs of carbonizing. Indicate if load testing needed.
13. Check engine mounts and other fasteners, brackets, etc. Tighten, if necessary.
14. Check all external linkages for wear and freedom of movement. Lubricate, as required.
15. Check operation of the battery charging alternator/ generator.
16. Check operation of the starter system.
17. Check battery condition. Add water, if necessary. Check battery connections and cables.
18. Check battery charger/s
19. Check ignition wiring and connections, if applicable.
20. Check spark plugs, if applicable. Replace, if warranted. Indicate if replaced.
21. Check points, condenser, rotor and cap, if applicable. Replace, if warranted.
22. Check carburetor, if applicable. Adjust settings, if necessary. Check AC generator. Grease bearings, if appropriate.
23. Check AC generator. Grease bearings, if appropriate.
24. Check condition of wiring harness. Tighten connections, if necessary.
25. Check output voltage and frequency. Adjust, if necessary.
26. Check all meters for proper operation and values. Adjust, if necessary.
27. Check all fault lights and panel lights. Replace, if appropriate.
28. Check operation of all safeties, if possible.
29. Check transfer switch, if possible. Perform transfer test, if allowed (prior permission required). Indicate if test performed.
30. Test/ operate unit. Record all findings and recommendations. Submit to customer.

EXHIBIT B

Bid Results

Bidder Details

Vendor Name EDWARD R BACON COMPANY
Address 8440-A Belvedere Blvd
 Sacramento, California 95826
 United States
Respondee Harry N How III
Respondee Title Project Manager
Phone 510-385-6744
Email hnh@erbacon.com
Vendor Type CADIR
License # 906345
CADIR 1000025841

Bid Detail

Bid Format Electronic
Submitted 06/14/2023 1:57 PM (PDT)
Delivery Method
Bid Responsive
Bid Status Submitted
Confirmation # 335209

Respondee Comment

This bid represents one year of service as per your line item tab on this solicitation.. includes the cost of the bid bond as required for the entirety of the 3 year contract. We formally acknowledge the receipt of all questions and answers as addendum. We were not able to submit additional spreadsheet

Buyer Comment

Attachments

File Title	File Name	File Type
BID BOND INFORMATION.pdf	BID BOND INFORMATION.pdf	Bidder's Bond
Scan_20230614 (5).png	Scan_20230614 (5).png	Labor Rates Sheet - Submit with Bid
CSLB.pdf	CSLB.pdf	Contractor's License
BID BOND INFORMATION.pdf	BID BOND INFORMATION.pdf	Bid Bond

Subcontractors

No Subcontractors

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
G-1: Hyatt Sewer PS, 1301 Old Bayshore Blvd., John Deere, 55 kW (fixed LB)							\$1,390.00		
1			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
2			Annual Load Bank Cost (Service Date: December), fixed LB	LS	1	\$620.00	\$620.00	Yes	
G-3: 1740 Rollins Storm & Sewer PS, 1740 Rollins Rd., Caterpillar, 550 kW (fixed LB)							\$2,390.00		
3			Annual Maintenance Cost (Service Date: July)	LS	1	\$1,370.00	\$1,370.00	Yes	
4			Annual Load Bank Cost (Service Date: December), fixed LB	LS	1	\$1,020.00	\$1,020.00	Yes	
G-4*: Easton/Marsten Storm PS, 1392 Marsten Road, Onan, 1352 kW							\$2,640.00		
5			Annual Maintenance Cost (Service Date: July)	LS	1	\$1,620.00	\$1,620.00	Yes	
6			Annual Load Bank Cost (Service Date: December)	LS	1	\$1,020.00	\$1,020.00	Yes	
G-5*: City Hall, 501 Primrose Rd., Volvo Penta, 200 kW							\$1,840.00		
7			Annual Maintenance Cost (Service Date: June)	LS	1	\$920.00	\$920.00	Yes	
8			Annual Load Bank Cost (Service Date: November)	LS	1	\$920.00	\$920.00	Yes	
G-6*: Skyview PS, 1321 Skyview Dr, ONAN- Portable, 175 kW							\$1,840.00		
9			Annual Maintenance Cost (Service Date: July)	LS	1	\$920.00	\$920.00	Yes	
10			Annual Load Bank Cost (Service Date: November)	LS	1	\$920.00	\$920.00	Yes	
G-7*: Police Station, 1111 Trousdale Rd., Kohler, 80 kW							\$1,390.00		
11			Annual Maintenance Cost (Service Date: June)	LS	1	\$770.00	\$770.00	Yes	
12			Annual Load Bank Cost (Service Date: November)	LS	1	\$620.00	\$620.00	Yes	
G-8: Hillside PS, 2830 Hillside Dr., Taylor Power Systems, 140 kW (fixed LB)							\$1,540.00		
13			Annual Maintenance Cost (Service Date: April)	LS	1	\$920.00	\$920.00	Yes	
14			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$620.00	\$620.00	Yes	
G-9: Corp Yard, 1361 N. Carolan Ave., Detroit, 410 kW (fixed LB)							\$2,140.00		
15			Annual Maintenance Cost (Service Date: June)	LS	1	\$1,120.00	\$1,120.00	Yes	
16			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$1,020.00	\$1,020.00	Yes	
G-10: Cowan Storm PS, 842 Cowan Rd., Cummins, 350 kW (fixed LB)							\$2,040.00		
17			Annual Maintenance Cost (Service Date: July)	LS	1	\$1,020.00	\$1,020.00	Yes	
18			Annual Load Bank Cost (Service Date: December), fixed LB	LS	1	\$1,020.00	\$1,020.00	Yes	
G-11*: Airport Sewer PS, 710 Airport Rd., Cummins, 60 kW							\$1,390.00		
19			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
20			Annual Load Bank Cost (Service Date: December)	LS	1	\$620.00	\$620.00	Yes	
G-12*: Parks Corp Yard, 425 Carolan Ave., John Deere, 34 kW							\$1,390.00		
21			Annual Maintenance Cost (Service Date: June)	LS	1	\$770.00	\$770.00	Yes	
22			Annual Load Bank Cost (Service Date: November)	LS	1	\$620.00	\$620.00	Yes	
G-13*: Donnelly PS, 2817 Rivera, Volvo Penta, 300 kW							\$1,940.00		
23			Annual Maintenance Cost (Service Date: April)	LS	1	\$920.00	\$920.00	Yes	
24			Annual Load Bank Cost (Service Date: November)	LS	1	\$1,020.00	\$1,020.00	Yes	
G-14: Gilbreth Sewer PS, 1616 Gilbreth, Cummins, 60 kW (fixed LB)							\$1,390.00		
25			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
26			Annual Load Bank Cost (Service Date: December), fixed LB	LS	1	\$620.00	\$620.00	Yes	
G-15*: Adrian Storm PS, 1501 Adrian Rd., Cummins, 50 kW							\$1,390.00		
27			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
28			Annual Load Bank Cost (Service Date: December)	LS	1	\$620.00	\$620.00	Yes	
G-16*: 399 Rollins Sewer PS, 399 Rollins Rd., John Deere, 63 kW							\$1,390.00		
29			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
30			Annual Load Bank Cost (Service Date: December)	LS	1	\$620.00	\$620.00	Yes	
G-17: Calif/Grove Storm PS, California Dr/Grove Ave., Kohler, 135 kW (fixed LB)							\$1,540.00		
31			Annual Maintenance Cost (Service Date: July)	LS	1	\$920.00	\$920.00	Yes	
32			Annual Load Bank Cost (Service Date: December), fixed LB	LS	1	\$620.00	\$620.00	Yes	
G-18: Trousdale PS, 2501 Trousdale Rd., MW Onsite Energy, 750 kW (fixed LB)							\$2,390.00		
33			Annual Maintenance Cost (Service Date: April)	LS	1	\$1,370.00	\$1,370.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
34			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$1,020.00	\$1,020.00	Yes	
G-20: Mitten Sewer PS, 1775 Gilbreth Road, Generac, 50 kW (fixed LB)							\$1,390.00		
35			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
36			Annual Load Bank Cost (Service Date: December), fixed LB	LS	1	\$620.00	\$620.00	Yes	
G-21*: Burlingame Point, 383 Airport Blvd, John Deere, 30 kW							\$1,390.00		
37			Annual Maintenance Cost (Service Date: July)	LS	1	\$770.00	\$770.00	Yes	
38			Annual Load Bank Cost (Service Date: November)	LS	1	\$620.00	\$620.00	Yes	
G-22: Community Center, 850 Burlingame Ave., Cummins, 200 kW (fixed LB)							\$1,540.00		
39			Annual Maintenance Cost (Service Date: June)	LS	1	\$920.00	\$920.00	Yes	
40			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$620.00	\$620.00	Yes	
FS34: Fire Station 34, 799 California Dr., Kohler, 125 kW (fixed LB)							\$1,540.00		
41			Annual Maintenance Cost (Service Date: June)	LS	1	\$920.00	\$920.00	Yes	
42			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$620.00	\$620.00	Yes	
FS35: Fire Station 35, 2832 Hillside Dr., Kohler, 60 kW (fixed LB)							\$1,390.00		
43			Annual Maintenance Cost (Service Date: June)	LS	1	\$770.00	\$770.00	Yes	
44			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$620.00	\$620.00	Yes	
FS36: Fire Station 36, 1399 Rollins Rd., Kohler, 60 kW (fixed LB)							\$1,390.00		
45			Annual Maintenance Cost (Service Date: June)	LS	1	\$770.00	\$770.00	Yes	
46			Annual Load Bank Cost (Service Date: November), fixed LB	LS	1	\$620.00	\$620.00	Yes	

Line Item Subtotals

Section Title	Line Total
G-1: Hyatt Sewer PS, 1301 Old Bayshore Blvd., John Deere, 55 kW (fixed LB)	\$1,390.00
G-3: 1740 Rollins Storm & Sewer PS, 1740 Rollins Rd., Caterpillar, 550 kW (fixed LB)	\$2,390.00
G-4*: Easton/Marsten Storm PS, 1392 Marsten Road, Onan, 1352 kW	\$2,640.00
G-5*: City Hall, 501 Primrose Rd., Volvo Penta, 200 kW	\$1,840.00
G-6*: Skyview PS, 1321 Skyview Dr, ONAN- Portable, 175 kW	\$1,840.00
G-7*: Police Station, 1111 Trousdale Rd., Kohler, 80 kW	\$1,390.00
G-8: Hillside PS, 2830 Hillside Dr., Taylor Power Systems, 140 kW (fixed LB)	\$1,540.00
G-9: Corp Yard, 1361 N. Carolan Ave., Detroit, 410 kW (fixed LB)	\$2,140.00
G-10: Cowan Storm PS, 842 Cowan Rd., Cummins, 350 kW (fixed LB)	\$2,040.00
G-11*: Airport Sewer PS, 710 Airport Rd., Cummins, 60 kW	\$1,390.00
G-12*: Parks Corp Yard, 425 Carolan Ave., John Deere, 34 kW	\$1,390.00
G-13*: Donnelly PS, 2817 Rivera, Volvo Penta, 300 kW	\$1,940.00
G-14: Gilbreth Sewer PS, 1616 Gilbreth, Cummins, 60 kW (fixed LB)	\$1,390.00
G-15*: Adrian Storm PS, 1501 Adrian Rd., Cummins, 50 kW	\$1,390.00
G-16*: 399 Rollins Sewer PS, 399 Rollins Rd., John Deere, 63 kW	\$1,390.00
G-17: Calif/Grove Storm PS, California Dr/Grove Ave., Kohler, 135 kW (fixed LB)	\$1,540.00
G-18: Trousdale PS, 2501 Trousdale Rd., MW Onsite Energy, 750 kW (fixed LB)	\$2,390.00
G-20: Mitten Sewer PS, 1775 Gilbreth Road, Generac, 50 kW (fixed LB)	\$1,390.00
G-21*: Burlingame Point, 383 Airport Blvd, John Deere, 30 kW	\$1,390.00
G-22: Community Center, 850 Burlingame Ave., Cummins, 200 kW (fixed LB)	\$1,540.00
FS34: Fire Station 34, 799 California Dr., Kohler, 125 kW (fixed LB)	\$1,540.00
FS35: Fire Station 35, 2832 Hillside Dr., Kohler, 60 kW (fixed LB)	\$1,390.00
FS36: Fire Station 36, 1399 Rollins Rd., Kohler, 60 kW (fixed LB)	\$1,390.00
Grand Total	\$38,670.00

CITY OF BURLINGAME
PUBLIC WORKS DEPARTMENT
EMERGENCY GENERATOR SERVICES 2023-25

LABOR RATES - EMERGENCY GENERATOR SERVICES

Prevailing Wages - Regular Hourly Rate: \$ 120⁰⁰ per individual/ per hour

Prevailing Wages - Overtime Hourly Rate: \$ 150⁰⁰ per individual/ per hour

The City of Burlingame recognizes that prevailing wage increases may occur during the term of the contract, and consequently will allow labor rate increases of up to 5 percent per year to ensure that the labor rates reflect the current prevailing wage.

Contractor Company: Edward R. Bacon Company, Inc.

Contractor Representative: *[Signature]* Signature 6/14/2023 Date

*Optional: Attach company labor rate sheet if available.

Complete and return a signed copy of this attachment. Failure to enclose this attachment will render this bid nonresponsive and result in a rejection of the bid.

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Edward R. Bacon Company, Inc. as
Principal, _____ and
The Ohio Casualty Insurance Company

_____ as Surety, are held and firmly bound unto the City of Burlingame, a municipal corporation of the State of California (hereinafter called "City") in the penal sum of ten percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to the City for the work described below, for the payment of which sum in lawful money of the United State, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of

*****Ten percent of the Total Amount Bid (\$ ***10%***)
Dollars.

The condition of this obligation is such that a bid to the City for certain construction specifically described as follows, for which bids are to be opened on Wednesday, June 14, 2023, at 02 : 00 PM, has been submitted by Principal to City:

NOW THEREFORE, if the Principal is awarded the Contract and within the time and manner required under the Specifications, after the prescribed forms are presented to the Principal for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the City, one to guarantee faithful performance of the Contract and the other to guarantee payment for labor and materials as provided by law as well as files insurance certificates and equal employment opportunity documentation required under the bid, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event suit is brought upon said bond by City, and judgment is recovered, the Surety shall pay all costs incurred by City in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this day of
June 14 _____, 20 23 .

Edward R. Bacon Company, Inc. _____ (Seal)

Minnie How _____ (Seal)

_____ (Seal)

The Ohio Casualty Insurance Company _____ (Seal)

Kenneth V. Goodwin _____ (Seal)
Kenneth V. Goodwin, Attorney-in-Fact

NOTE: Attach notary acknowledgment for signatures of those executing for Principal and Surety

SEE ATTACHED FOR
NOTARY FORM

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 Sacramento)

On June 14, 2023 before me, Seneca V. Washington, Notary Public
(insert name and title of the officer)

personally appeared Marianne Renee How _____,
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 *Seneca Washington* (Seal)



CALIFORNIA ALL-PURPOSE 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 Contra Costa

On June 14, 2023 before me, Amy K. Chan, Notary Public
Date Here Insert Name and Title of the Officer

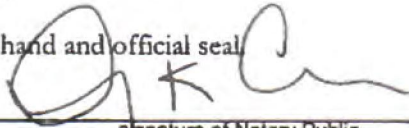
personally appeared Kenneth J. Goodwin
Name(s) or Signer(s)

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



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

WITNESS my hand and official seal

Signature 
Signature of Notary Public

Place Notary Seal Above

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 Bid Bond

Document Date: June 14, 2023 Number of Pages: 2

Signer(s) Other Than Named Above! N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Kenneth J. Goodwin
 Individual
 Corporate Officer - Title(s): _____
 Partner Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
Other: _____



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



Signer Is Representing: _____

The Ohio Casualty Insurance Company

Signer Is Representing: _____



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

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

Certificate No: 8205138-984475

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies") pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Amy Chan, John J. Daley, Kenneth J. Goodwin

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of April, 2021.



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

By: [Signature of David M. Carey]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 1st day of April, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: [Signature of Teresa Pastella]
Teresa Pastella, Notary Public

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of June, 2023.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Contractor's License Detail for License # 906345

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 8/10/2023 7:11:38 AM

Business Information

EDWARD R BACON COMPANY INC
 579 TULLY ROAD
 SAN JOSE, CA 95111
 Business Phone Number:(408) 288-9500

Entity Corporation
Issue Date 11/09/2007
Expire Date 11/30/2023

License Status

This license is current and active.

All information below should be reviewed.

Classifications

- ▶ B - GENERAL BUILDING
- ▶ C10 - ELECTRICAL
- ▶ A - GENERAL ENGINEERING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with PLATTE RIVER INSURANCE COMPANY.

Bond Number: A270078768

Bond Amount: \$25,000

Effective Date: 05/08/2023

[Contractor's Bond History](#)

Bond of Qualifying Individual

- ▶ The qualifying individual HARRY NASH HOW III certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 07/05/2016

[BQI's Bond History](#)

- ▶ This license filed Bond of Qualifying Individual number **100160379** for STEVEN EDWARD BENSTEAD in the amount of **\$25,000** with AMERICAN CONTRACTORS INDEMNITY COMPANY.

Effective Date: 01/01/2023

[BQI's Bond History](#)

Workers' Compensation

An employee service group holds the workers compensation insurance.

Policy Number: C51291165

Effective Date: 01/01/2023

Expire Date: 01/01/2024

[Workers' Compensation History](#)

▶ Personnel listed on this license (current or disassociated) are listed on other licenses.

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Contractor Information

Registration History

Legal Entity Name
EDWARD R BACON COMPANY INC

Legal Entity Type
Corporation

Status
Active

Registration Number
1000025841

Registration effective date
7/1/2021

Registration expiration date
6/30/2024

Mailing Address
579 TULLY ROAD San Jose 95111 CA United Stat...

Physical Address
579 TULLY ROAD San Jose 95111 CA United Stat...

Email Address

Trade Name/DBA

License Number(s)
CSLB:906345
CSLB:906345

Effective Date	Expiration Date
6/30/2018	6/30/2019
6/19/2017	6/30/2018
6/30/2016	6/30/2017
7/14/2015	6/30/2016
7/10/2019	6/30/2020
7/1/2020	6/30/2021
7/1/2021	6/30/2024

Legal Entity Information

Corporation Number:
77-0298987

Federal Employment Identification Number:

President Name:
HARRY N. HOW II

Vice President Name:

Treasurer Name:

Secretary Name:

CEO Name:

Agent of Service Name:
COHEN AND JACOBSON

Agent of Service Mailing Address:
900 VETERANS BLVD #600 REDWOOD CITY 94063 CA United States of America

Workers Compensation

Do you lease employees through Professional No

Employer Organization

(PEO)?:

**Please provide your
current workers
compensation insurance
information below:**

PEO PEO InformationName	PEO Phone	PEO Email
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Insured by Carrier

Policy Holder Name:EDWARD R. BACON COMPANY INC**Insurance Carrier:**
FARMERS INSURANCE EXCHANGE**Policy Number:**A09488706**Inception date:**1/4/2017
Expiration Date:1/4/2021