

## OWNER - CONTRACTOR AGREEMENT

### **MLK Community Center – Kitchen Upgrade and New Flooring CIP NO. 22-06**

This Owner-Contractor Agreement (“Agreement”) is made by and between the City of National City, 1243 National City Boulevard National City, California 91950 and **E&H General Contracting Inc. (“Contractor”)**, 8402 N Magnolia Ave. Ste. B, Santee, California 92071 on the 17<sup>th</sup> day of January, 2023, for the construction of the above referenced Project.

In consideration of the mutual covenants and agreements set forth herein, the Owner and Contractor have mutually agreed as follows:

#### 1. CONSTRUCTION

The Contractor agrees to do all the work and furnish all the labor, services, materials and equipment necessary to construct and complete the Project in a turn-key manner in accordance with this Agreement and all documents and plans referenced in Exhibit “A”, (hereinafter “Contract Documents”), in compliance with all relevant Federal, State of California, County of San Diego and City of National City codes and regulations, and to the satisfaction of the Owner.

#### 2. CONTRACT PRICE

Owner hereby agrees to pay and the Contractor agrees to accept as full compensation for constructing the project in accordance with these Contract Documents in an amount not to exceed the contract price as set forth in Exhibit “B” attached hereto and incorporated herein by reference. Payments to the Contractor shall be made in the manner described in the Special Provisions.

#### 3. TIME FOR PERFORMANCE

Time is of the essence for this Agreement and the Contractor shall construct the project in every detail to a complete and turn-key fashion to the satisfaction of the Owner within the specified duration set forth in the Special Provisions.

#### 4. NON-DISCRIMINATION

In the performance of this Agreement, the Contractor shall not refuse or fail to hire or employ any qualified person, or bar or discharge from employment any person, or discriminate against any person, with respect to such person's compensation, terms, conditions or privileges of employment because of such person's race, religious status, sex or age.

5. AUTHORIZED OWNER REPRESENTATIVES

On behalf of the Owner, the Project Manager designated at the pre-construction meeting shall be the Owner's authorized representative in the interpretation and enforcement of all Work performed in connection with this Agreement.

6. WORKERS' COMPENSATION INSURANCE

a) By my signature hereunder, as Contractor, I certify that I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

b) The Contractor shall require each subcontractor to comply with the requirements of Section 3700 of the Labor Code. Before commencing any Work, the Contractor shall cause each subcontractor to execute the following certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Agreement."

7. ENTIRE AGREEMENT; CONFLICT

The Contract Documents comprise the entire agreement between the Owner and the Contractor with respect to the Work. In the event of conflict between the terms of this Agreement and the bid of the Contractor, then this Agreement shall control and nothing herein shall be considered as an acceptance of the terms of the bid conflicting herewith.

8. MAINTENANCE OF AGREEMENT DOCUMENTATION

Contractor shall maintain all books, documents, papers, employee time sheets, accounting records and other evidence pertaining to costs incurred and shall make such materials available at its office at all reasonable times during the term of this Agreement and for three (3) years from the date of final payment under this Agreement, for inspection by Owner and copies thereof shall be furnished to Owner if requested.

9. INDEPENDENT CONTRACTOR

At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee, agent, partner or joint venturer of the Owner. Owner shall have the right to control Contractor insofar as the results of Contractor's services rendered pursuant to this Agreement; however, Owner shall not have the right to control the means by which Contractor accomplishes such services.

10. LICENSES AND PERMITS

Contractor represents and declares to Owner that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required to practice its profession. Contractor represents and warrants to Owner that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, qualifications or approvals which are legally required for Contractor to practice its profession.

11. GOVERNING LAW, VENUE

This Agreement and the Contract Documents shall be construed under and in accordance with the laws of the State of California, and the appropriate venue for any action or proceeding arising from this Agreement and/or the Contract Documents shall be had in the Superior Court of San Diego, Central Branch.

12. COUNTERPARTS


This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original.

13. FALSE CLAIMS

Contractor acknowledges that if a false claim is submitted to the Owner, it may be considered fraud and Contractor may be subject to criminal prosecution. Contractor acknowledges that the False Claims Act, California Government Code sections 12650, et seq., provides for civil penalties where a person knowingly submits a false claim to a public entity. These provisions include within their scope false claims made with deliberate ignorance of the false information or in reckless disregard of the truth or falsity of the information. In the event the Owner seeks to recover penalties pursuant to the False Claims Act, it is entitled to recover its litigation costs, including attorneys' fees. Contractor hereby acknowledges that the filing of a false claim may the Contractor to an administrative debarment proceeding wherein Contractor may be prevented from further bidding on public contracts for a period of up to five (5) years.

I have read and understood all of the provisions of this Section 15, above:

\_\_\_\_\_  
(Initial)

  
\_\_\_\_\_  
(Initial)

14. AGREEMENT MODIFICATION

This Agreement and the Contract Documents may not be modified orally or in any manner other than by an amendment in writing and signed by the Owner and the Contractor.

IN WITNESS WHEREOF this Agreement is executed as of the date first written above.

Owner:


\_\_\_\_\_  
Ron Morrison Mayor,  
City of National City

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Barry Schultz  
Interim City Attorney

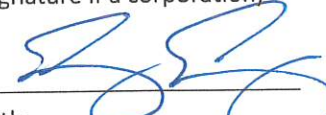
Contractor:

E&H General Contracting Inc.

  
\_\_\_\_\_  
(Owner/Officer signature)

EDMUNDO ESPINOZA PRESIDENT  
Print name and title

(Second officer signature if a corporation)

SAME   
\_\_\_\_\_  
Print name and title  
EDMUNDO ESPINOZA - SECRETARY

09051656  
Contractor's City Business License No.

1067029 B-GENERAL BUILDING  
State Contractor's License No. and Class

8402 N. MAGNOLIA AVE STE B.  
Business street address

SANTEE CA. 92071  
City, State and Zip Code

## **EXHIBIT A**

### **CONTRACT DOCUMENTS**

Owner/Contractor Agreement

Bid Schedule

Addenda

Plans

Special Provisions (Specifications)

San Diego County Regional Standard Drawings

City of National City Standard Drawings

Standard Specifications for Public Works Construction and Regional Supplements  
(Greenbook)

State Standard Specifications

State Standard Plans

California Building, Mechanical, Plumbing and Electrical Codes

Permits issued by jurisdictional regulatory agencies

Electric, gas, and communications companies specifications and standards

Sweetwater Authority specifications and standards

Specifications, standards and requirements of MTS, BNSF, SANDAG, Port of San Diego  
and all other agencies that may be adjacent and/or affected by the project.

## EXHIBIT B

### CONTRACT PRICE

#### Bid for MLK Community Center – Kitchen Upgrade and New Flooring E & H General Contracting Inc.

CIP NO. 22-06.

Item	Section	Description	Unit	Quantity	Unit Price	Total
1	Base Bid - Restrooms	Removal/Finish Display Case	LS	1	\$16,000.00	\$16,000.00
2	Base Bid - Hallway / Entry	Flooring	SF	2000	\$10.55	\$21,100.00
3	Base Bid - Hallway / Entry	Door Transitions	EA	1	\$200.00	\$200.00
4	Base Bid - Gathering Area	Flooring	SF	8500	\$10.17	\$86,445.00
5	Base Bid - Gathering Area	Door Transitions	AES	1	\$200.00	\$200.00
6	Base Bid - Kitchen	Equipment	LS	1	\$226,620.00	\$226,620.00
7	Base Bid - Kitchen	Removal of Wall for Refrigerator	LS	1	\$6,500.00	\$6,500.00
8	Base Bid - Kitchen	Addition of 1-2 Sprinklers	LS	1	\$4,800.00	\$4,800.00
9	Base Bid - Kitchen	Concrete Pad for Condensing Unit	LS	1	\$7,000.00	\$7,000.00
11	Base Bid - Kitchen	Other: flooring, concrete, ceilings, roof	LS	1	\$91,945.00	\$91,945.00
12	Base Bid - Electrical	Electrical Scope Item	EA	1	\$52,000.00	\$52,000.00
13	Base Bid - Plumbing	Plumbing Scope Item	EA	1	\$87,000.00	\$87,000.00
<b>TOTAL BASE BID</b>						<b>\$599,810.00</b>
14	Additive	Testing existing slab for moisture content	EA	1	\$1,200.00	\$1,200.00
15	Additive	Damp Proofing	SF	10500	\$5.25	\$55,125.00
16	Additive	Waterproofing	SF	10500	\$5.25	\$55,125.00

**CORPORATE CERTIFICATE**

I, EDMOND ESPINOZA certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that EDMOND ESPINOZA, who signed said contract on behalf of the Contractor, was then SECRETARY of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

I, EDMOND ESPINOZA certify that I am the Secretary of the Corporation named as Contractor in the foregoing Contract; that EDMOND ESPINOZA, who signed said contract on behalf of the Contractor, was then SECRETARY of said Corporation; that said contract was duly signed for and in behalf of said Corporation by authority of its governing body and is within the scope of its corporate powers.

Corporate Seal:  \_\_\_\_\_

**PERFORMANCE BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. 2023-\_\_\_\_\_, on the 17<sup>th</sup> day of January, 2023, has awarded E&H General Contracting Inc., hereinafter designated as the "Principal", for the MLK COMMUNITY CENTER - KITCHEN UPGRADES AND NEW FLOORING, CIP NO. 22-06

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

NOW, THEREFORE, we, the Principal and Swiss Re Corporate Solutions America Insurance Corporation as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Five Hundred Ninty-Nine Thousand, Eight Hundred Ten (\$599,810.00) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT if the above bounden 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 agreements in the said contract any alteration thereof made as therein provides, on his or their part, to be kept and performed at the time and in the amount therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of National City, its officers, agents, employees, and volunteers as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed herein or the specifications accompanying the same shall in any wise affect its obligations on this bond, and it does hereby waive notice of any such



change, extension of time, alteration or additions to the terms of the contract or to the work or to the specifications.

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

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the

Principal and Surety above named, on the 7th day of December, 2022.



Swiss Re Corporate Solutions America Insurance Corporation (SEAL)

(SEAL)

Lawrence F. McMahon, Attorney-in-Fact (SEAL)

Surety

E & H General Contracting Inc (SEAL)

(SEAL)

EDMUND ESPINOZA (SEAL)

PRESIDENT

Principal



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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 Diego

On 12/7/2022 before me, Danyna Estee Alvarado, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

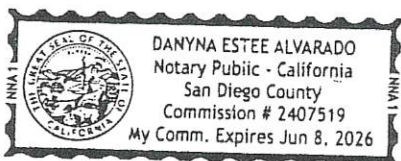
personally appeared Lawrence F. McMahon  
Name(s) of Signer(s)

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/it/they~~ executed the same in his/~~her/its/their~~ authorized capacity(~~ies~~), and that by his/~~her/its/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]  
Signature of Notary Public Danyna Estee Alvarado



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 the form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SWISS RE CORPORATE SOLUTIONS**

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")  
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")  
WESTPORT INSURANCE CORPORATION ("WIC")

**GENERAL POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

LAWRENCE F. McMAHON, MARIA V. GUISE, SARAH MYERS, JANICE MARTIN, and JAMES DANIEL CASTLE

**JOINTLY OR SEVERALLY**

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens  
Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski  
Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois  
County of Cook

SS

**Swiss Re Corporate Solutions America Insurance Corporation  
Swiss Re Corporate Solutions Premier Insurance Corporation  
Westport Insurance Corporation**

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco  
Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of DECEMBER, 20 22.

Jeffrey Goldberg  
Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**PAYMENT BOND**

WHEREAS, the City Council of the City of National City, by Resolution No. 2023-\_\_\_\_\_, on the 17<sup>th</sup> day of January, 2023 has awarded E&H General Contracting Inc., hereinafter designated as the "Principal", for the MLK COMMUNITY CENTER - KITCHEN UPGRADES AND NEW FLOORING, CIP NO. 22-06

WHEREAS, said Principal is required by Chapter 5 (commencing at Section 3225) and Chapter 7 (commencing at Section 3247), Title 15, Part 4, Division 3 of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Principal and Swiss Re Corporate Solutions America Insurance Corporation as surety, are held and firmly bound unto the City of National City, hereinafter called the "City", in the penal sum of Five Hundred Ninty-Nine Thousand, Eight Hundred Ten (\$599,810.00) dollars lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor the Surety will pay for the same in an amount not exceeding the sum hereinafter specified, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

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

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

IN WITNESS WHEREOF three identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 7th day of December, 2022.



Swiss Re Corporate Solutions America Insurance Corporation (SEAL)

(Signature) (SEAL)

Lawrence F. McMahon, Attorney-in-Fact (SEAL)

Surety

E & H General Contracting Inc. (SEAL)

(Signature) (SEAL)

EDMUND ESPINOZA (SEAL)

PRESIDENT

Principal

Please See Attached California All-Purpose Acknowledgment

**ATTORNEY-IN-FACT ACKNOWLEDGEMENT OF SURETY**

STATE OF \_\_\_\_\_ )

) ss

COUNTY OF \_\_\_\_\_ )

On this day \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of the \_\_\_\_\_, the corporation named as Surety in said instrument, and acknowledged to me that he subscribed the name of said corporation thereto as Surety, and his own name as attorney-in-fact.

NOTE: Signature of those executing for Surety must be properly acknowledged.	NOTE: The Attorney-in-fact must attach a certified copy of the Power of Attorney.
--	---

Signature: \_\_\_\_\_

Name (Type or Print): \_\_\_\_\_  
(Notary Public in and for said County and State)

My Commission expires: \_\_\_\_\_

*ATTACH ALL BONDS*

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT** Civil Code § 1189

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 Diego

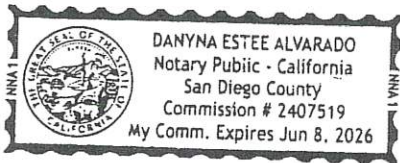
On 12/7/2022 before me, Danyna Estee Alvarado, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Lawrence F. McMahon  
Name(s) of 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/it/they~~ executed the same in his/~~her/its/their~~ authorized capacity(~~ies~~), and that by his/~~her/its/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.



Place Notary Seal Above

Signature [Handwritten Signature]  
Signature of Notary Public Danyna Estee Alvarado

**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 the form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

LAWRENCE F. McMAHON, MARIA V. GUISE, SARAH MYERS, JANICE MARTIN, and JAMES DANIEL CASTLE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 7th day of DECEMBER, 20 22.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2022

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

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

<b>PRODUCER</b>		CONTACT NAME: David Brimhall	
DJM Insurance Services		PHONE (A/C, No. Ext): (866) 961-4570	FAX (A/C, No): (619) 938-2504
10038 Marathon Parkway, 2nd Fl		E-MAIL ADDRESS: support@djmins.com	
Lakeside CA 92040		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Scottsdale Insurance Co	NAIC # 41297
<b>INSURED</b>		INSURER B:	
E & H GENERAL CONTRACTING INC		INSURER C:	
8402 N Magnolia Ave Ste# B		INSURER D:	
Santee CA 92071		INSURER E:	
		INSURER F:	

**COVERAGES**      **CERTIFICATE NUMBER:** MASTER 12 12 2022      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			RBS0084747	08/10/2022	08/10/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							MED EXP (Any one person)
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY	\$ 1,000,000
	OTHER:						GENERAL AGGREGATE	\$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b>						PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> ANY AUTO							\$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	XLS0119048	12/08/2022	08/10/2023	EACH OCCURRENCE	\$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	\$ 2,000,000
	DED:    RETENTION \$ N/A							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						PER STATUTE	OT-HER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

As per written contract, The City of National City, its elected officials, officers, agents, employees and volunteers are included as additional insured with respects to the General Liability coverage, per form #SDS-41 (1-19). Primary and non-contributory wording endorsement applies with respect to the General Liability insurance coverage, per form #SDS-55 (1-18). Waiver of Subrogation applies with respect to the General Liability insurance coverage, per form #SDS-48 (1-18). Per Project Aggregate endorsement applies with respect to the General Liability insurance coverage, per form #SDS-83 (07-22). Excess Liability policy form to follow the General Liability policy form.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
City of National City, c/o Risk Manager 1243 National City Boulevard  National City CA 91950-4397	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Chris Ayers</i>

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0084747	12/08/2022	E & H General Contracting Inc	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

<b>Designated Construction Project(s):</b>
140 East 12th St., National City, Ca 91950

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or offenses under **COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for all medical expenses covered under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, that can be attributed only to ongoing operations at the designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard," **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** for "personal and advertising injury," and for medical expenses under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** and for damages or under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** for medical expenses shall reduce the



Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above or by separate endorsement.

4. The limits shown in the Declarations for Each Occurrence, Damage to Premises Rented to You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B.** For all sums which the Named Insured becomes legally obligated to pay as damages caused by an "occurrence" under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, or offenses under **COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY**, and for all medical expenses caused by an accident under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **SECTION I—COVERAGES, COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **SECTION I—COVERAGES, COVERAGE B—PERSONAL AND ADVERTISING INJURY LIABILITY** for damages, or under **SECTION I—COVERAGES, COVERAGE C—MEDICAL PAYMENTS** for medical expense shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **SECTION III—LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as set forth in the policy.
- F.** The terms and conditions of this endorsement will not apply to any construction project not specifically designated in this endorsement.
- G.** This endorsement is only applicable if the designated construction project is identified specifically at the top of this endorsement.
- H.** Notwithstanding any of the provisions above or elsewhere in the policy, the maximum amount of all separate per project aggregate payments we will be obligated to indemnify for losses occurring or commencing during this policy term for the separate Construction Project General Aggregate Limits combined will be limited to the sum of five million dollars (\$5,000,000) collectively.

**All other terms, conditions and provisions of the policy remain unchanged.**



12/08/2022

AUTHORIZED REPRESENTATIVE

DATE

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ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0084747	08/10/2022	E & H General Contracting Inc	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—  
OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract	Any location of "additional insured" person, entity or organization where work is performed by you if ongoing operations coverage is required by insured contract.

**SECTION II—WHO IS AN INSURED**, is amended to include, for **COVERAGE A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured is performing ongoing operations only when the Named Insured has agreed with the person, entity or organization in an "insured contract" to name the person, entity or organization as an "additional insured."

1. Such person, entity or organization is only an "additional insured" with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the ongoing operations of the Named Insured performed for the "additional insured" at the designated location.
2. The "insured contract" must be currently in effect or become effective during the policy period, be executed prior to the "bodily injury" or "property damage" first happening and be between the Named Insured and the "additional Insured."
3. This coverage does not apply to "bodily injury" or "property damage" after:
  - a. "Your work" for the additional insured has been completed; or
  - b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the "additional insured."

6. Our duty to contractually indemnify the additional insured under an "insured contract" pursuant to this endorsement shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier of fact to the total damage sum allocated by the trier-of-fact to the "additional insured." Under no circumstances shall we pay more than this proportionate contractual indemnity share required of the policyholder in the "insured contract."
7. Any contractual indemnity payments made on behalf of any additional insured under an "insured contract" shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments paid to or on behalf of the "additional insured" pursuant to this endorsement are subject to the terms, conditions and limitations of the policy.
8. This endorsement does not create a duty on our part to defend the additional insured or to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the "additional insured."

**SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an occurrence or an offense which may result in a claim or "suit" within thirty (30) days of notice to the "additional insured."
2. Give written notice to us of a claim or "suit" brought against the "additional insured" within thirty (30) days of the additional insured being served with the claim or "suit."
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the "additional insured" being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The "additional insured" will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The following is added to **SECTION V—DEFINITIONS**:

**ADDITIONAL INSURED**

"Additional insured" means any person or organization that the Named Insured has agreed in an "insured contract" to name as an "additional insured" and has been named or identified by description in an "additional insured" endorsement issued and attached to the policy. Coverage is afforded under this policy for an additional insured for Coverage A liability only.

"Bodily injury" and "property damage" coverage is afforded to the "additional insured(s)" as provided in the insuring agreement and subject to all policy provisions, provided that the "bodily injury" or "property damage" also:

1. First takes place after the execution of the "insured contract"; and
2. Arises from "your work" performed for the "additional insured"(s) during the policy period or arises from "your" "ongoing operations."

**This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.**



AUTHORIZED REPRESENTATIVE

07/29/2022

DATE



ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0084747	08/10/2022	E & H General Contracting Inc	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED—ONGOING OPERATIONS—PRIMARY AND  
NON-CONTRIBUTORY—OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SECTION II—WHO IS AN INSURED**, is amended to include, for **COVERAGES A—BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, only, as an additional insured, the person, entity or organization designated in this endorsement for whom the Named Insured has performed operations only when the Named Insured has agreed with the person, entity or organization in an insured contract to name the person, entity or organization as an additional insured.

1. Such person, entity or organization is only an additional insured with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by the ongoing operations of the Named Insured performed for the additional insured.
2. The "insured contract" must be currently in effect or become effective during the policy period, be executed prior to the "bodily injury" or "property damage" first happening and be between the Named Insured and the additional insured.
3. This coverage does not apply to "bodily injury" or "property damage" after:
  - a. "Your work" for the additional insured has been completed; or
  - b. That portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization.
4. The applicable limit of our liability shall not be increased by the inclusion of the additional insured under the policy.
5. We shall have no duty to indemnify the additional insured for damages, claims or any other liabilities arising from actions, inactions, errors or omissions of the additional insured.
6. Our duty to contractually indemnify the additional insured under an "insured contract" shall be limited to that sum derived by applying the percentage of fault of the Named Insured as determined by the trier of fact to the total damage sum allocated by the trier of fact to the additional insured. Under no circumstances shall we pay more than this proportionate contractual indemnity share.
7. Any contractual indemnity payments made on behalf of any additional insured under an "insured contract" shall reduce the applicable limits of insurance on a dollar for dollar basis. Any contractual indemnity payments are subject to the terms, conditions and limitations of the policy.

8. This endorsement does not create a duty on our part to defend the additional insured to participate in, contribute to, or reimburse any person, organization or entity for any fees or expenses incurred in the defense of the additional insured.

**SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, Condition 2. Insured's Duties In The Event Of Occurrence, Offense, Claim Or Suit** of the policy is amended to include:

An additional insured under this endorsement shall in addition to complying with all provisions of the policy:

1. Give written notice to us of an "occurrence" or an offense which may result in a claim or "suit" within thirty (30) days of notice to the additional insured.
2. Give written notice to us of a claim or "suit" brought against the additional insured within thirty (30) days of the additional insured being served with the claim or "suit".
3. Give written notice to any other insurer who has or may have coverage under its policy or policies for a claim, "suit" or demand for defense or indemnity within thirty (30) days of the additional insured being served with the claim, "suit" or demand for defense or indemnity. Such notice must demand the full coverage available under the policy. The additional insured will not take any action to waive or limit such other coverage available to it.
4. Obtain and provide to us copies of each and every policy from each and every insurer identified pursuant to the preceding paragraph.

The coverage provided by this endorsement is primary and non-contributory and no insurance held or owned by the additional insured shall be called upon to cover damages under this policy up to the limits of this policy, but only if the "bodily injury" or "property damage" under this policy is caused directly, in whole or in part, from your ongoing operations performed for the additional insured.

**This endorsement is subject to all terms, conditions and exclusions of the policy, which remain unchanged.**



07/29/2022

AUTHORIZED REPRESENTATIVE

DATE





ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
RBS0084747	08/10/2022	E & H General Contracting Inc	047BZ

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

**SCHEDULE**

Name of Person or Organization:	Designated Construction Project:
Any person or organization against whom subrogation is required to be waived by an "insured contract".	Any construction project performed by you for any person or organization against whom subrogation is required to be waived by an "insured contract".

**SECTION IV—COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights Of Recovery Against Others To Us** is deleted in its entirety and replaced by the following:

**8. Transfer Of Rights Of Recovery Against Others To Us**

If any insured has rights to recover all or part of any payment we have made under the applicable Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair such rights. At our request, such insured will bring "suit" or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for "bodily injury" or "property damage" arising out of "your work" done under an "insured contract" with that person or organization at the designated construction project.

This waiver applies only if the designated construction project shown in the Schedule above is completed and only to the construction project designated in the above Schedule.

**All other terms, conditions and exclusions of the policy remain unchanged.**

07/29/2022

AUTHORIZED REPRESENTATIVE

DATE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/06/2022

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

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

<b>PRODUCER</b> Alvarado Pacific Insurance Services 7777 Alvarado Rd. #605  La Mesa CA 91942-8282	<b>CONTACT NAME:</b> Amy Crummy <b>PHONE (A/C, No, Ext):</b> (619) 688-4600 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C, No):</b> (619) 469-1569
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> E&H General Contracting Inc 8402 N Magnolia Ave. #B  Santee CA 92071	<b>INSURER A:</b> State Compensation Ins Fund	<b>NAIC #</b> 35076
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** CL2212632961      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSD	WVD					
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> 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) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	Y	9284993	09/29/2022	09/29/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  City of National City c/o Risk Manager 1243 National City Blvd National City CA 91950-4397	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Sheila Hollway</i>

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ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

BROKER COPY

9284993-22  
RENEWAL  
SD  
8-75-91-28  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE SEPTEMBER 29, 2022 AT 12.01 A.M.  
AND EXPIRING SEPTEMBER 29, 2023 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

E&H GENERAL CONTRACTING, INC  
8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071

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.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

SEPTEMBER 30, 2022

2572

*Kent R. Va...*  
AUTHORIZED REPRESENTATIVE

*Vernon Steiner*  
PRESIDENT AND CEO

# City of National City BUSINESS TAX CERTIFICATE



## 2023

TO BE POSTED IN A CONSPICUOUS PLACE  
AND  
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in National City, California Only"

**Business Name** E & H GENERAL CONTRACTING INC.  
**Business Location** 8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071-4638  
**Business Owner(s)** E & H GENERAL CONTRACTING INC.

**Business Type** Contractor - General (Based Out  
Of City)  
**Account Number** 09051656  
**Effective Date** January 01, 2023  
**Expiration Date** December 31, 2023

E & H GENERAL CONTRACTING INC.  
8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071-4638

  
\_\_\_\_\_  
City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS  
CERTIFICATE WHETHER OR NOT YOU RECEIVE A  
RENEWAL NOTICE**

For all inquiries regarding this certificate, contact HdL  
Business Tax Support Center at (619) 382-2596.

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS  
THAT IS OTHERWISE PROHIBITED.**

E & H GENERAL CONTRACTING INC.

Thank you for your payment on your National City Business Tax Certificate. **ALL CERTIFICATES MUST BE AVAILABLE FOR INSPECTION UPON REQUEST.** If you have questions concerning your business license, contact the Business Support Center via email at: [NationalCity@HdL.gov](mailto:NationalCity@HdL.gov) or by telephone at: (619) 382-2596

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Starting January 1, 2021, Assembly Bill 1807 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



BUSINESS TAX SUPPO  
CENTER  
8839 N CEDAR AVE #212



## City of National City BUSINESS TAX CERTIFICATE

E & H GENERAL CONTRACTING INC.  
8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071-4638

**Account Number:** 09051656

**Date of Issue:** 01/01/2023

# City of National City BUSINESS TAX CERTIFICATE



## 2022

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AND  
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided In National City, California Only"

**Business Name** E & H GENERAL CONTRACTING INC.  
**Business Location** 8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071-4638  
**Business Owner(s)** E & H GENERAL CONTRACTING INC.

**Business Type** Contractor - General (Based Out  
Of City)  
**Account Number** 09051656  
**Effective Date** September 29, 2022  
**Expiration Date** December 31, 2022

E & H GENERAL CONTRACTING INC.  
8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071-4638

City Manager

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Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications/>



**BUSINESS TAX SUPPORT CENTER**  
8839 N CEDAR AVE #212  
FRESNO, CA 93720-1832



## City of National City BUSINESS TAX CERTIFICATE

E & H GENERAL CONTRACTING INC.  
8402 N MAGNOLIA AVE STE B  
SANTEE, CA 92071-4638

**Account Number:** 09051656  
**Date of issue:** 09/29/2022

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**E & H General Contracting Inc.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

- Individual/sole proprietor or single-member LLC  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check another LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

*(Applies to accounts maintained outside the U.S.)*

5 Address (number, street, and apt. or suite no.) See instructions.

**8402 N Magnolia Ave STE B**

6 City, state, and ZIP code

**Santee, CA 92071**

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See Specific Instructions on page 3.

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
			-				-			
or										
Employer identification number										
8	5		-	0	9	2	5	3	3	5

## Part II Certification

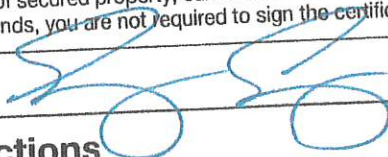
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

**9/29/2022**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

# City of National City BUSINESS TAX CERTIFICATE



## 2022

TO BE POSTED IN A CONSPICUOUS PLACE  
AND  
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in National City, California Only"

**Business Name** MAGNESITE SPECIALTIES, INC  
**Business Location** 8686 PRODUCTION AVE STE A  
SAN DIEGO, CA 92121-2207  
**Business Owner(s)** CURTIS (PRES) TYREE

**Business Type** Contractor - General (Based Out  
Of City)  
**Account Number** 09012223  
**Effective Date** January 01, 2022  
**Expiration Date** December 31, 2022

MAGNESITE SPECIALTIES, INC  
8686 PRODUCTION AVE STE A  
SAN DIEGO, CA 92121-2207

City Manager

**NOTE: IT IS YOUR OBLIGATION TO RENEW THIS  
CERTIFICATE WHETHER OR NOT YOU RECEIVE A  
RENEWAL NOTICE**

For all inquiries regarding this certificate, contact HdL  
Business Tax Support Center at (619) 382-2596.

**THIS BUSINESS TAX CERTIFICATE DOES NOT PERMIT A BUSINESS  
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MAGNESITE SPECIALTIES, INC

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BUSINESS TAX SUPPO  
CENTER  
8839 N CEDAR AVE #212



## City of National City BUSINESS TAX CERTIFICATE

MAGNESITE SPECIALTIES, INC  
8686 PRODUCTION AVE STE A  
SAN DIEGO, CA 92121-2207

**Account Number:** 09012223

**Date of Issue:** 01/01/2022

# City of National City BUSINESS TAX CERTIFICATE



# 2022

TO BE POSTED IN A CONSPICUOUS PLACE  
AND  
NOT TRANSFERABLE OR ASSIGNABLE

"For Services Provided in National City, California Only"

**Business Name** A & S FLOORING INC  
**Business Location** 2461 FENTON ST  
CHULA VISTA, CA 91914-3517  
**Business Owner(s)**

**Business Type** Contractor - Sub (Based Out Of City)  
**Account Number** 09003444  
**Effective Date** January 01, 2022  
**Expiration Date** December 31, 2022

ALFONSO GUTIERREZ  
A & S FLOORING INC  
2461 FENTON ST  
CHULA VISTA, CA 91914-3517

  
\_\_\_\_\_  
City Manager

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A & S FLOORING INC

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BUSINESS TAX SUPPO  
CENTER  
8839 N CEDAR AVE #212



## City of National City BUSINESS TAX CERTIFICATE

ALFONSO GUTIERREZ  
A & S FLOORING INC  
2461 FENTON ST  
CHULA VISTA, CA 91914-3517

**Account Number:** 09003444  
**Date of Issue:** 01/01/2022



# City of National City BUSINESS TAX CERTIFICATE



## 2022

TO BE POSTED IN A CONSPICUOUS PLACE  
AND  
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"For Services Provided in National City, California Only"

**Business Name** HPS MECHANICAL, INC.  
**Business Location** 3100 E BELLE TER  
BAKERSFIELD, CA 93307-6830  
**Business Owner(s)** HPS MECHANICAL, INC.

**Business Type** Contractor - Sub (Based Out Of  
City)  
**Account Number** 09051816  
**Effective Date** December 19, 2022  
**Expiration Date** December 31, 2022

HPS MECHANICAL, INC.  
3100 E BELLE TER  
BAKERSFIELD, CA 93307-6830

City Manager

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Business Tax Support Center at (619) 382-2596.

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HPS MECHANICAL, INC.

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BUSINESS TAX SUPPO  
CENTER  
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## City of National City BUSINESS TAX CERTIFICATE

HPS MECHANICAL, INC.  
3100 E BELLE TER  
BAKERSFIELD, CA 93307-6830

**Account Number:** 09051816

**Date of Issue:** 12/19/2022