



**Meeting Date:** April 7, 2023

**To:** Public Works Commission

**Through:** Carla Short, Interim Public Works Director  
Ronald Alameida, City Architect and Deputy Director for Building Design and Construction

**From:** Andrew Sohn, Architect

**Subject:** San Francisco Public Library Main Library Elevator Upgrades Contract No. 1000013295 – Contract Modification

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**Director’s Recommendation:** Approve increase to contract duration by 206 calendar days to the Buhler Commercial Contract No. 1000013295 for a new total contract duration of 981 calendar days.

**Contract Background:** The project reached Final Completion on 9/8/2022 and included the full modernization of seven elevators at San Francisco Public Library, Main Library, 100 Larkin Street, which had reached the end of service life. The project scope is as follows:

- Five (5) public elevators, two (2) staff elevators
- Accessibility improvements including new control panels, and call stations
- Refurbish or replace existing elevator machinery
- Replace wall, floor, ceiling finishes inside elevator cab for vandal resistance
- Remove fire sprinkler inside elevator shaft
- Replace existing communication system between elevators and fire alarm system

**Explanation of Requested Contract Cost and Duration:** At various times during the duration of the project, schedule delays were encountered due to the following: City mandated blanket stop work orders and labor shortages due to COVID pandemic crisis, unanticipated fire department safety testing requirements, scheduling elevator inspections so as not to interfere with library open hours, inspector availability, and specific work sequencing requests by the library. The additional contract duration extends the project schedule to the final completion date of 9/8/2022.

**Contract Details:**

<b>Contract Title:</b>	PW SFPL Main Library Elevator Upgrades
<b>Contract Original Award Amount:</b>	\$3,718,000.00
<b>Contract Original Duration:</b>	775 Calendar days to Final Completion

<b>Contractor Name:</b>	Buhler Commercial
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**Summary of Contract Value:**

<b>Contract Cost Amount</b>	<b>Amounts</b>
Original Contract Amount:	\$3,718,000.00
Original Contingency Amount:	\$0.00
Previously Approved Contingency Reserve:	\$55,726.43
Additional Contingency Reserve Requested:	\$0
<b>Authorized Contract Cost Limit:</b>	<b>\$3,773,726.43</b>

<b>Contract Duration</b>	<b>Days</b>
Original Contract Duration:	775
Original Contingency Duration:	0
Previously Approved Contingency Reserve:	0
Additional Contingency Reserve Requested:	206
<b>Authorized Contract Duration Limit:</b>	<b>981</b>

<b>Contract Funding Sources:</b>	Library Preservation Fund
<b>Compliance Information:</b>	12B compliant, 12X compliant, 14B waiver
<b>Related Commission Actions:</b>	N/A
<b>Additional Information:</b>	N/A
<b>Attachments:</b>	Attachment 1: 1000013295 Buhler Commercial NTP Attachment 2: PCO Schedule Letter 03022 r1

**PUBLIC WORKS COMMISSION  
CITY AND COUNTY OF SAN FRANCISCO**

**RESOLUTION NO. \_\_\_\_\_**

WHEREAS, on September 12, 2019 the City awarded Buhler Commercial a contract for the modernization of the seven (7) elevators at the San Francisco Public Library Main Library in the amount of \$3,718,000 with the stipulated contract duration of 775 calendar days with a Notice to Proceed on January 2, 2020, and

WHEREAS, due to the COVID pandemic crisis the City issued a blanket stop work order for construction projects which led to an extension of construction contract duration, and

WHEREAS, the San Francisco Fire Department requested additional unanticipated inspections which led an increase of construction contract duration, and

WHEREAS, the San Francisco Public Library requested that elevator inspections occur during specific hours outside of library open hours which led to extensions in construction contract duration, and

WHEREAS, the San Francisco Public Library requested specific construction sequencing which led to extensions of the construction contract duration, be it

RESOLVED, The Commission hereby approves the increase to the construction contract duration by 206 consecutive calendar days to contract #1000013295 with Buhler Commercial for a total not to exceed construction contract duration of 981 calendar days.

*I hereby certify that the foregoing resolution was adopted by the Public Works Commission at its meeting of \_\_\_\_\_*

\_\_\_\_\_  
Commission Affairs Manager  
Public Works Commission



London N. Breed  
Mayor

Mohammed Nuru  
Director

**Bruce Robertson**  
Finance Manager

General Administration/Finance  
1155 Market St., 4th floor  
San Francisco, CA 94103  
tel 415-554-5418

[sfpublicworks.org](http://sfpublicworks.org)  
[facebook.com/sfpublicworks](https://facebook.com/sfpublicworks)  
[twitter.com/sfpublicworks](https://twitter.com/sfpublicworks)

**NOTICE TO PROCEED**

CONTRACTOR: Buhler Commercial  
400 Brannan Street, #204  
San Francisco, CA 94107

PS PROJECT TITLE: PW SFPL MAIN LIBRARY ELEV UPG

FULL PROJECT TITLE: San Francisco Public Library Main Library Elevator Upgrades

CONTRACT ID: 1000013295

SUPPLIER ID: 0000028671

PURCHASE ORDER ID: 376969

PW ORDER NO.: 202,095

SUBJECT TO IRREVOCABLE  
DIRECTIVE OF DRAW? NO

START DATE: January 2, 2020

TIME ALLOWED FOR  
SUBSTANTIAL COMPLETION: 730 CONSECUTIVE CALENDAR DAYS

SUBSTANTIAL COMPLETION DATE: December 31, 2021

TIME ALLOWED FOR  
FINAL COMPLETION: 45 CONSECUTIVE CALENDAR DAYS AFTER THE DATE OF  
NOTICE OF SUBSTANTIAL COMPLETION

FINAL COMPLETION DATE: February 14, 2022

**The City hereby reminds the Contractor that, under San Francisco Administrative Code section 6.22(B), proof of workers' compensation insurance coverage for the Contractor and all of its subcontractors is required prior to the commencement of work. Failure to provide the required proof of insurance may prevent the contractor or its subcontractor(s) from mobilizing onto the project site or performing any work on the Project. In such event, the contractor shall be held fully responsible for any resulting delay to the completion of the Project and the City may assess liquidated damages under the Contract Documents.**

Mohammed Nuru  
Director

Division of Contract Administration  
Alexander Burns  
December 9, 2019

**Attachments:**  
Contract Agreement / Award

ec: PM  
Construction Management  
Accounting

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 23<sup>rd</sup> day of September 20 19 by and between Buhler Commercial located at 400 Brannan Street, #204 San Francisco, CA 94107 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the Director (the "DIRECTOR") of the San Francisco Public Works, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, the DIRECTOR awarded this AGREEMENT to CONTRACTOR on the 12<sup>th</sup> day of September, 20 19, under AWARD OF FORMAL CONTRACT ORDER NO. 202095, as more fully appears in the formal record of the DIRECTOR:

**SAN FRANCISCO PUBLIC LIBRARY MAIN LIBRARY ELEVATOR UPGRADES  
(San Francisco Public Works Contract No. 1000013295)**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the DIRECTOR, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the DIRECTOR.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete within 730 consecutive calendar days, beginning with and including the official date of Notice to Proceed as established by the DIRECTOR, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 45 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.

- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.
- 2.03 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Section 00 72 00). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Section 00 73 02 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

### ARTICLE 3 – CONTRACT SUM

3.01 Contract Sum.

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):

1. Lump sums for specified portions of the Work.
2. The total of all Unit Price Items bid.
3. The allowance specified.
4. Selected additive/deductive Alternate Bid Items.

Total awarded contract amount: \$ 3,718,000.00.

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

- B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

- 3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### ARTICLE 4 – LABOR REQUIREMENTS

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(e). In Addition, this Project is subject to the requirements of the San Francisco Local Hiring Policy for Construction, pursuant to San Francisco Administrative Code section 6.22(g). Refer to Section 00 73 30 for further information.
- 4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City

and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are available on the Internet at <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus not less than fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

#### ARTICLE 5 – NOTICES TO PARTIES

5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Andrew Sohn, Project Manager  
San Francisco Public Works  
30 Van Ness Avenue  
San Francisco, CA 94102  
Phone: 415-557-4748  
Email: [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org)

To CONTRACTOR: Steve Buhler, President  
Buhler Commercial  
400 Brannan Street, #204  
San Francisco, CA 94107  
Phone: 415-610-8650  
Email: [Steve@buhlercommercial.com](mailto:Steve@buhlercommercial.com)

5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the

United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

**ARTICLE 6 – TERMINATION AND SURVIVAL**

- 6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).
- 6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

THIS SPACE WAS INTENTIONALLY LEFT BLANK




IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.





CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY’s statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require 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 Contract.

STEVE BUHLER  
Principal  
BY:   
PRESIDENT  
Title

CITY:

Recommended By:   
Project Manager:   
Division Manager:   
Deputy Director: 

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

APPROVED:

  
Director

By:   
Deputy City Attorney

END OF SECTION

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Buhler Commercial  
400 Brannan Street, #204  
San Francisco, CA 94107  
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IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland included in Section 00 73 73, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the Labor Code which require 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 Contract.

STEVE BUHLER  
Principal  
BY: [Signature]  
PRESIDENT  
Title

CITY:

Recommended By: [Signature]  
Project Manager: [Signature]  
Division Manager: [Signature]  
Deputy Director: [Signature]

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

APPROVED:

[Signature] for me  
Director

By: [Signature]  
Deputy City Attorney

END OF SECTION

SECTION 00 61 13

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Director of Public Works of the City and County of San Francisco, State of California, has awarded to:

Buhler Commercial, 400 Brannan St., #204, San Francisco, CA 94107

hereinafter designated as the "Principal", a Contract by AWARD OF FORMAL CONTRACT ORDER NO. 201879, adopted September 12, 2019 for:

**SAN FRANCISCO PUBLIC LIBRARY MAIN LIBRARY ELEVATOR UPGRADES  
(San Francisco Public Works Contract No. 1000013295)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

Arch Insurance Company

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)		(PAYMENT BOND)
\$3,994,000.00	and	\$3,994,000.00
<u>Three Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents</u>		<u>Three Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents</u>

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, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, 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, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its 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 the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

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


Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 26th day of September, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:  
Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney

Principal Buhler Commercial 400 Brannan Street, Suite #204  
San Francisco, CA 94107, (415) 610-8650

By: 

Surety Arch Insurance Company 865 South Figueroa Street, Suite 2700  
Los Angeles, CA 90017, (213) 283-3517

By:   
Shaunna Rozelle Ostrom, Attorney-in-Fact

END OF SECTION



## 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 Orange

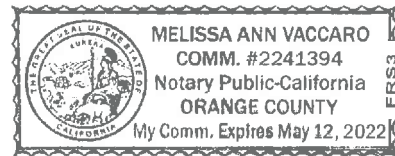
On 9/26/2019 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom  
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 Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

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

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

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

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

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

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3<sup>rd</sup> day of June, 2019.

Attested and Certified

Arch Insurance Company

Patrick K. Nails  
Patrick K. Nails, Secretary



David M. Finkelstein  
David M. Finkelstein, Executive Vice President

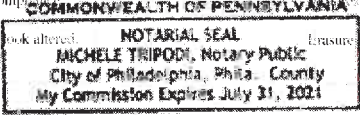
STATE OF PENNSYLVANIA SS  
The following security features exceed state mandates.

The following security features exceed state mandates.

COUNTY OF PHILADELPHIA SS  
Document Appearance if Altered  
• The word "VOID" appears when copied.  
Ink changes color when rubbed with a coin.  
Special paper containing "watermarking".  
If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper.  
Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.  
Complete list of security features on the paper for compliance purposes.  
Erase any of the signatures and the background will look altered.

Security Features  
Hidden Pantograph  
Coin Reactive Ink  
Artificial Watermark  
Uniform Background Color: BLUE  
Microprinting  
Features List  
Erasure Protection  
Document Appearance if Altered  
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Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 3, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of September, 2019.

Patrick K. Nails  
Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA, 19102



The following security features exceed state mandates.

Security Features  
Hidden Pantograph  
Coin Reactive Ink  
Artificial Watermark  
Uniform Background Color: BLUE  
Microprinting  
Features List  
Erasure Protection  
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Complete list of security features on the paper for compliance purposes.  
Erase any of the signatures and the background will look altered.

00ML0013 00 03/03

SECTION 00 61 13

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Director of Public Works of the City and County of San Francisco, State of California, has awarded to:

Buhler Commercial, 400 Brannan St., #204, San Francisco, CA 94107  
hereinafter designated as the "Principal", a Contract by AWARD OF FORMAL CONTRACT ORDER NO. 201879, adopted September 12, 2019 for:

**SAN FRANCISCO PUBLIC LIBRARY MAIN LIBRARY ELEVATOR UPGRADES  
(San Francisco Public Works Contract No. 1000013295)**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and

Arch Insurance Company

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)		(PAYMENT BOND)
\$3,994,000.00	and	\$3,994,000.00
<u>Three Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents</u>		<u>Three Million Nine Hundred Ninety-Four Thousand Dollars and Zero Cents</u>

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, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, 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, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its 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 the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

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

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 26th day of September, 2019, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.


Approved as to form:  
Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney

Principal Buhler Commercial 400 Brannan Street, Suite #204  
San Francisco, CA 94107, (415) 610-8650

By: 

Surety Arch Insurance Company 865 South Figueroa Street, Suite 2700  
Los Angeles, CA 90017, (213) 283-3517

By:   
Shaunna Rozelle Ostrom, Attorney-in-Fact

END OF SECTION

## 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 Orange )

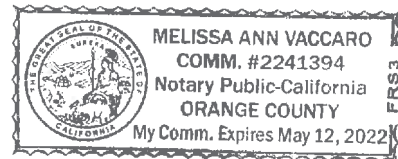
On 9/26/2019 before me, Melissa Ann Vaccaro, Notary Public  
(insert name and title of the officer)

personally appeared Shaunna Rozelle Ostrom  
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 Melissa Ann Vaccaro (Seal)  
Melissa Ann Vaccaro



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.**

***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. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.***

## **POWER OF ATTORNEY**

Know All Persons By These Presents:

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

Arturo Ayala, Daniel Huckabay, Dwight Reilly, Frank Morones and Shaunna Rozelle Ostrom of Orange, CA (EACH)

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

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

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

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

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3<sup>rd</sup> day of June, 2019.

Attested and Certified

Arch Insurance Company

*Patrick K. Nails*  
Patrick K. Nails, Secretary



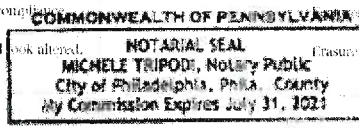
*David M. Finkelstein*  
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS  
The following security features exceed state mandates.

**COUNTY OF PHILADELPHIA SS**  
Security Features: Hidden Pantograph, Coin Reactive Ink, Artificial Watermark, Uniform Background Color: BLUE, Microprinting, Erasure Protection.  
Document Appearance if Altered: The word "VOID" appears when copied. Ink changes color when rubbed with a coin. Special paper containing "watermarking". If someone tries to erase or copy, the consistent background color will look altered and will show the color of the underlying paper. Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier. Complete list of security features on the paper for compliance purposes. Erase any of the signatures and the background will look altered.

The following security features exceed state mandates.

**Security Features** | **Document Appearance if Altered**  
Hidden Pantograph: The word "VOID" appears when copied.  
Coin Reactive Ink: Ink changes color when rubbed with a coin.  
Artificial Watermark: Special paper containing "watermarking".  
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Microprinting: Frame around features list box is composed of type "SECURITYGUARDPLUSMICROPRINTINGFEATURE" and can be viewed with a magnifier.  
Erasure Protection: Complete list of security features on the paper for compliance purposes. Erase any of the signatures and the background will look altered.



*Michele Tripodi*  
Michele Tripodi, Notary Public  
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated June 3, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 26th day of September, 2019.

*Patrick K. Nails*  
Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division  
3 Parkway, Suite 1500  
Philadelphia, PA 19102



**Security Features** | **Document Appearance if Altered**  
Hidden Pantograph: The word "VOID" appears when copied.  
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**Security Features** | **Document Appearance if Altered**  
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Erasure Protection: Complete list of security features on the paper for compliance purposes. Erase any of the signatures and the background will look altered.

00ML0013 00 03-03

Printed in U.S.A.



# Old Republic Insurance Company

A.M. Best #: 000733 NAIC #: 24147 FEIN #: 250410420

## Mailing Address

P.O. Box 789  
Greensburg, PA 15601-0789  
United States

[View Additional Address Information](#)



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

**Web:** [www.oldrepublic.com](http://www.oldrepublic.com)

**Phone:** 724-834-5000

**Fax:** 724-834-8204

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

Based on A.M. Best's analysis, 058439 - Old Republic International Corporation 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 Rating View Definition

**Rating:** A+ (Superior)

**Financial Size Category:** XV (\$2 Billion or greater)

**Outlook:** Stable

**Action:** Affirmed

**Effective Date:** May 17, 2019

**Initial Rating Date:** June 30, 1940

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** aa-

**Outlook:** Stable

**Action:** Affirmed

**Effective Date:** May 17, 2019

**Initial Rating Date:** June 20, 2005

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

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

**Director:** Jennifer Marshall, CPCU, ARM

*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 A.M. Best's Rating Disclosure Form](#)

#### Press Release

[AM Best Takes Various Rating Actions on Subsidiaries of Old Republic International Corporation](#)  
May 17, 2019

## Rating History

A.M. Best has provided ratings & analysis on this company since 1940.

### Financial Strength Rating

#### Effective DateRating

5/17/2019	A+
4/25/2018	A+
4/13/2017	A+
12/18/2015	A+
10/3/2014	A+

### Long-Term Issuer Credit Rating

#### Effective DateRating

5/17/2019 aa-  
 4/25/2018 aa-  
 4/13/2017 aa-  
 12/18/2015 aa-  
 10/3/2014 aa-

## Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 6/3/2019 (represents the latest significant change).



Historical Reports are available in Best's Credit Report Archive.

View additional news, reports and products for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
May 17, 2019	AM Best Takes Various Rating Actions on Subsidiaries of Old Republic International Corporation
Apr 25, 2018	A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Apr 13, 2017	A.M. Best Affirms Credit Ratings of Subsidiaries of Old Republic International Corporation
Dec 18, 2015	A.M. Best Affirms Ratings of Most Subsidiaries of Old Republic International Corporation
Oct 03, 2014	A.M. Best Upgrades Ratings of Certain Subsidiaries of Old Republic International Corporation
Oct 03, 2013	A.M. Best Affirms Ratings of Old Republic International Corp.'s Subsidiaries; Revises Outlook to Stable for Title Group
Sep 26, 2012	A.M. Best Affirms Ratings of Most of Old Republic International Corporation's Subsidiaries
Aug 16, 2011	A.M. Best Downgrades Ratings of Most Old Republic International Corporation Subsidiaries
Dec 01, 2010	A.M Best Affirms Ratings & Maintains Negative Outlook on Most Old Republic Intl Corp Subsidiaries; Upgrades Ratings of PMA Group
Sep 29, 2009	A.M. Best Affirms Ratings of Old Republic International Corporation's Subsidiaries; Maintains Negative Outlook On Most Ratings

1 2

Page size: 10

15 items in 2 pages

## Find a Best's Credit Rating

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How to Get a  
Best's Credit Rating



Best's Credit Ratings  
Mobile App



### European Union 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 European Union (EU). Therefore, Credit Ratings issued and endorsed by AMBERS may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

A.M. Best (EU) Rating Services B.V. (AMB-EU), a subsidiary of A.M. Best Rating Services, Inc., is an External Credit Assessment (ECAI) in the EU. Therefore, credit ratings issued and endorsed by AMB-EU may be used for regulatory purposes in the EU as per Directive 2006/48/EC.

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**COMPANY PROFILE**

**Company Information**

**OLD REPUBLIC INSURANCE COMPANY**

**133 OAKLAND AVENUE  
GREENSBURG, PA 15601-0789  
800-766-5673**

**Old Company Names Effective Date**

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	24147
California Company ID #:	1489-4
Date Authorized in California:	03/23/1956
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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**NAIC Group List**

NAIC Group #: **0150** OLD REPUBLIC GRP

**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](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2019

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

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

PRODUCER ProSource Insurance Services, Inc. 4625 Acacia Avenue La Mesa CA 91941-	CONTACT NAME: Danny Hambrick	
	PHONE (A/C, No, Ext): (619)469-9600 FAX (A/C, No): (619)469-6600 E-MAIL ADDRESS: service@prosourceia.com	
INSURED Buhler Commercial 400 Brannan Street Suite 204 San Francisco CA 94107-	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Evanston Insurance Company	35378
	INSURER B: Falls Lake Fire & Casualty Company	15884
	INSURER C: Mercury Insurance Group	
	INSURER D: National Union Fire Ins Co Pittsburgh PA	19445
	INSURER E: Navigators Insurance Co.	42307
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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			3C22062	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA040000052901	05/28/2019	05/28/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EBU 066054979	01/11/2019	01/11/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			FLA011800-00	06/10/2019	06/10/2020	<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
E	INLAND MARINE			04-IM024536	04/24/2019	04/24/2020	SCHEDULED EQUIPMENT 37,734 RENTED/LEASED EQUIPMENT 75,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Cancellation 10 days non-pay; 30 all other.

City and County of San Francisco, its board members and commissions, and all authorized agents and representatives, and members, directors, officers, trustees, agents and employees of any of them are named as additional insured per the attached endorsement. Waiver of subrogation is in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

### CERTIFICATE HOLDER

### CANCELLATION

AI 024031

City and County of San Francisco Department of Public Works 1155 Market Street 4th Floor San Francisco CA 94103-	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 

Fax: ( ) -

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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 executed by both parties prior to loss	All Locations

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.

**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.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL  
AGENCY OR SUBDIVISION OR POLITICAL  
SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**State Or Governmental Agency Or Subdivision Or Political Subdivision:**

As agreed by permits.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.
2. This insurance does not apply to:
  - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
  - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
As required by written contract executed by both parties prior to loss	All Locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

## WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name Of Person Or Organization:**

As required by written contract executed by both parties prior to loss

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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 injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



## EVANSTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

Maximum Annual Limit Of Insurance:	\$5,000,000
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The following changes are subject to the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. In no event will we be liable for damages in excess of the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project:
1. A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C 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 Coverage A for damages or under Coverage C for medical expenses will reduce the Construction Project General Aggregate Limit for that construction project and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement. Such payments will not reduce the General Aggregate Limit shown in the Declarations nor will they reduce any other Construction Project General Aggregate Limit for any other construction project.
  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 Construction Project General Aggregate Limit.
- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single construction project:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses will reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable, and the Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement; and
  2. Such payments will not reduce any 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 Maximum Annual Limit Of Insurance shown in the Schedule of this endorsement, but not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- D. If the applicable 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 will continue to apply as stipulated.

All other terms and conditions remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **Business Auto Broadening Endorsement**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

- I. NEWLY ACQUIRED OR FORMED ENTITY (BROAD FORM NAMED INSURED)
- II. EMPLOYEES AS INSURED
- III. AUTOMATIC ADDITIONAL INSURED
- IV. EMPLOYEE HIRED AUTO LIABILITY
- V. SUPPLEMENTARY PAYMENTS
- VI. FELLOW EMPLOYEE COVERAGE
- VII. ADDITIONAL TRANSPORTATION EXPENSE
- VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE
- IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE
- X. LOAN/LEASE GAP COVERAGE
- XI. GLASS REPAIR – DEDUCTIBLE WAIVER
- XII. TWO OR MORE DEDUCTIBLES
- XIII. AMENDED DUTIES IN EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
- XIV. WAIVER OF SUBROGATION
- XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS
- XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE
- XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT
- XVIII. HIRED AUTO – COVERAGE TERRITORY
- XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH

# BUSINESS AUTO COVERAGE FORM

## I. NEWLY ACQUIRED OR FORMED ENTITY (Broad Form Named Insured)

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period. Coverage does not apply to an "accident" which occurred before you acquired or formed the organization.

## II. EMPLOYEES AS INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- e. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

## III. AUTOMATIC ADDITIONAL INSURED

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- f. Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

## IV. EMPLOYEE HIRED AUTO LIABILITY

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured, the following is added:

- g. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

## V. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments, Subparagraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We are not obligated to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.



**VI. FELLOW EMPLOYEE COVERAGE:**

SECTION II – LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee

This exclusion does not apply if you have workers' compensation insurance in-force covering all of your "employees". Coverage is excess over any other collectible insurance.

**VII. ADDITIONAL TRANSPORTATION EXPENSE**

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, a. Transportation Expenses, is replaced with the following:

We will pay up to \$50 per day to a maximum of \$1000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". If your business shown in the Declarations is other than an auto dealership, we will also pay up to \$1,000 for reasonable and necessary costs incurred by you to return a stolen covered auto from the place where it is recovered to its usual garaging location.

**VIII. HIRED AUTO PHYSICAL DAMAGE COVERAGE**

SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions, the following is added:

- c. If Liability Coverage is provided in this policy on a Symbol 1 or a Symbol 8 basis and Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this coverage form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire, subject to the following limit:
  - (1) The most we will pay for "loss" to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is less
  - (2) \$500 deductible will apply to any loss under this coverage extension, except that no deductible shall apply to "loss" caused by fire or lightningSubject to the above limit and deductible we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of similar size and type. This coverage extension is excess coverage over any other collectible insurance.

**IX. ACCIDENTAL AIRBAG DEPLOYMENT COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a., is amended to add the following:

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

**X. LOAN/LEASE GAP COVERAGE**

SECTION III - PHYSICAL DAMAGE COVERAGE C. Limit of Insurance, the following is added:

4. In the event of a "total loss" to a covered "auto" shown in the schedule or declarations for which Collision and Comprehensive Coverage apply, we will pay any unpaid amount due on the lease or loan for that covered "auto," less:
- a. The amount paid under the Physical Damage Coverage Section of the policy; and
  - b. Any:
    - (1) Overdue lease/loan payments at the time of the "loss";
    - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
    - (3) Security deposits not returned by the lessor;
    - (4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
    - (5) Carry-over balances from previous loans or leases.

The most we will pay under Auto Loan/Lease Gap Coverage for an insured auto is 25% of the actual cash value of that insured auto at the time of the loss.

**XI. GLASS REPAIR – DEDUCTIBLE WAIVER**

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

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

**XII. TWO OR MORE DEDUCTIBLES**

SECTION III -PHYSICAL DAMAGE COVERAGE, D. Deductible, the following is added:

If two or more "company" policies or coverage forms apply to the same accident:

1. If the applicable Business Auto deductible is the smallest, it will be waived; or
2. If the applicable Business Auto deductible is not the smallest, it will be reduced by the amount of the smallest deductible; or
3. If the loss involves two or more Business Auto coverage forms or policies the smallest deductible will be waived.

For the purpose of this endorsement "company" means the company providing this insurance and any of the affiliated members of the Mercury Insurance Group of companies.

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

The requirement in SECTION IV, BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit, Or Loss, a., In the event of "accident", you must notify us of an "accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) A member, if you are a limited liability company; or
- (4) An executive officer or insurance manager, if you are a corporation.

**XIV. WAIVER OF SUBROGATION**

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights Of Recovery Against Others To Us, section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us  
We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

**XV. UNINTENTIONAL ERROR, OMISSION, OR FAILURE TO DISCLOSE HAZARDS**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation, or Fraud, the following is added:

Any unintentional omission of or error in information given by you, or unintentional failure to disclose all exposures or hazards existing as of the effective date or at any time during the policy period shall not invalidate or adversely affect the coverage for such exposure or hazard or prejudice your rights under this insurance. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

**XVI. EMPLOYEE HIRED AUTO PHYSICAL DAMAGE**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, b. For Hired Auto Physical Damage Coverage, is replaced by the following:

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

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

**XVII. PRIMARY AND NONCONTRIBUTORY IF REQUIRED BY CONTRACT**

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance, the following is added and supersedes any provision to the contrary:

- e. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:
- (1) The additional insured is a Named Insured under such other insurance; and
  - (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

**XVIII. HIRED AUTO - COVERAGE TERRITORY**

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 7. Policy Period, Coverage Territory, e. Anywhere in the world if:, is replaced by the following:

e. Anywhere in the world if:

- (1) A covered "auto" is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
- (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

**XIX. BODILY INJURY REDEFINED TO INCLUDE RESULTANT MENTAL ANGUISH**

SECTION V – DEFINITIONS, C. "Bodily Injury" is amended by adding the following:

"Bodily injury" also includes mental anguish but only when the mental anguish arises from other bodily injury, sickness, or disease.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA**

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.)

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

The additional premium for this endorsement shall be 2.5% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

Blanket Waiver of Subrogation

**Job Description**

As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-10-2019  
Insured  
Buhler Commercial, Inc. (a Corp)

Policy No. FLA011800-00  
Insurance Company  
Falls Lake Fire & Casualty Company

Endorsement No.

Countersigned By \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/01/2019

**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> Marsh USA Inc. 411 E. Wisconsin Avenue Suite 1300 Milwaukee, WI 53202 Attn: JCI.Certrequest@marsh.com CN101230596-CAS-5-18-19                      9N42-0	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B : ACE Property and Casualty Insurance Company</td> <td>20699</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> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : ACE Property and Casualty Insurance Company	20699	INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B : ACE Property and Casualty Insurance Company	20699														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-009255567-01                      **REVISION NUMBER:** 1

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	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability <input checked="" type="checkbox"/> XCU Included  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 313947	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 10,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 10,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INC IN GEN AGG \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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			MWTB 313946 (Excludes New Hamp) MWTB 313949 (Primary NH \$250k) MWZX 313950 (Excess NH \$7.25mm) Excess NH Auto is Follow Form to Primary NH Auto	10/01/2018	10/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 7,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			G28162509 003	10/01/2018	10/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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 N    N/A	MWC 313943 00 (AOS - see page 2) MWXS 313944 (OH & WA)	10/01/2018	10/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: 9N42-0249 - St Lukes South 1st Floor Health - P29454  
P1 Group, Inc., David E. Ross Construction, and Saint Luke's South Hospital are Included as additional insured per the attached. See attached Acord 101 for additional information including Additional Insured, Primary/Non-contributory, Waiver of Subrogation and Notice of Cancellation provisions.

<b>CERTIFICATE HOLDER</b> P1 Group, Inc. 13605 W. 96th Terrace Lenexa, KS 66215	<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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2018

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> Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago, IL 60601	<b>CONTACT NAME:</b> Aon Client Services	
	<b>PHONE (A/C. No. Ext):</b> 866-283-7122	<b>FAX (A/C. No):</b> 847-953-5390
<b>E-MAIL ADDRESS:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Old Republic Insurance Company		24147
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 KONE Inc  
 Attn: insurancerequests@kone.com  
 One KONE Court  
 Moline IL 61265

**COVERAGES**

CERTIFICATE NUMBER: 46264695

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 57732	1/1/2019	1/1/2020	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$5,000,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$5,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY			MWTB 20018	1/1/2019	1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> 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	N/A	MWC 115397 11 (AOS) MWXS 822 11 (OH)	1/1/2019 1/1/2019	1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Contract No. Sample - Project/Location: Sample Project Sample ST

**CERTIFICATE HOLDER**

Sample Certificate of Insurance  
 123 Sample St  
 Sample ST

**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

Aon Risk Services Central, Inc.

Aon Risk Services Central, Inc.

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ACORD 25 (2016/03)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/30/2019

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.

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<b>PRODUCER</b> Tutton Insurance Services 2913 S Pullman Street License #0B89376 Santa Ana CA 92705		<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (949) 261-5335 FAX (A/C, No): (949) 261-1911 E-MAIL ADDRESS:																						
<b>INSURED</b> [REDACTED] P.O. Box 42470 Bakersfield CA 93384		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Everest Indemnity Insurance Co</td> <td>10851</td> </tr> <tr> <td>INSURER B:</td> <td>Everest Denali Insurance Company</td> <td>16044</td> </tr> <tr> <td>INSURER C:</td> <td>Ins Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D:</td> <td>Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Everest Indemnity Insurance Co	10851	INSURER B:	Everest Denali Insurance Company	16044	INSURER C:	Ins Company of the West	27847	INSURER D:	Colony Insurance Company	39993	INSURER E:			INSURER F:		
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INSURER F:																								

**COVERAGES** CERTIFICATE NUMBER: 19/20 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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> E&O is Occurrence Form <input checked="" type="checkbox"/> UMB goes over E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			51GL001037191	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Errors & Omissions \$ Included
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			51CAD00068191	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			51CC000224191	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WSD500667708	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> MOLD & POLLUTION LIAB. RETRO DATE: 3/17/2013			CSP306835	03/13/2019	03/13/2020	AGGREGATE 2,000,000 EACH INCIDENT 2,000,000 DEDUCTIBLE 5,000

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

EVIDENCE OF INSURANCE

### CERTIFICATE HOLDER

Evidence of Insurance

### 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

*Stanley W Tutton*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/24/2019

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.

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<b>PRODUCER</b> MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07960-6454		<b>CONTACT NAME:</b> ..	
		<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
		<b>E-MAIL ADDRESS:</b>	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
100129-SII--19/20	SII	<b>INSURER A :</b> HDI Global Insurance Company	41343
<b>INSURED</b> SIEMENS INDUSTRY, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513		<b>INSURER B :</b> Travelers Property Casualty Co. of America	25674
		<b>INSURER C :</b> The Travelers Indemnity Company	25658
		<b>INSURER D :</b>	
		<b>INSURER E :</b>	
		<b>INSURER F :</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> NYC-009539514-26	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GLD1110111	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCL
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			TC2J-CAP-7440L34A-19	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ N/A BODILY INJURY (Per accident) \$ N/A PROPERTY DAMAGE (Per accident) \$ N/A
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUD1110211	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> <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	N/A	TC2J-UB-8049X508-19 (AOS) TRK-UB-8049X51A-19 (AZ, MA, OR, WI)	10/01/2019 10/01/2019	10/01/2020 10/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)**  
EVIDENCE OF COVERAGE

UMBRELLA IS FOLLOW FORM OF PRIMARY SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

<b>CERTIFICATE HOLDER</b> SIEMENS INDUSTRY, INC. 1000 DEERFIELD PARKWAY BUFFALO GROVE, IL 60089-4513	<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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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# Evanston Insurance Company

**A.M. Best #: 003759**    **NAIC #: 35378**    **FEIN #: 362950161**

## Domiciliary Address

Ten Parkway North  
Deerfield, IL 60015  
United States

**Web:** [www.markelcorp.com](http://www.markelcorp.com)

**Phone:** 847-572-6000

**Fax:** 847-572-6389



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 A.M. Best's analysis, 058405 - Markel Corporation 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 Rating View Definition

**Rating:** A (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** December 19, 2018  
**Initial Rating Date:** June 30, 1983

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a+  
**Outlook:** Stable

**Action:** Affirmed  
**Effective Date:** December 19, 2018  
**Initial Rating Date:** June 29, 2005

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

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

**Director:** Jennifer Marshall, CPCU, ARM

*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 A.M. Best's Rating Disclosure Form](#)

#### Press Release

[AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries  
December 19, 2018](#)

### Rating History

A.M. Best has provided ratings & analysis on this company since 1983.

#### Financial Strength Rating

##### Effective Date Rating


12/19/2018	A
12/20/2017	A
7/1/2016	A
5/15/2015	A
3/21/2014	A

#### Long-Term Issuer Credit Rating

**Effective Date**Rating

12/19/2018	a+
12/20/2017	a+
7/1/2016	a+
5/15/2015	a+
3/21/2014	a+

**Best's Credit Reports**

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
Report Revision Date: 7/3/2019 (represents the latest significant change).

 Historical Reports are available in Best's Credit Report Archive.

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**Press Releases**

<u>Date</u>	<u>Title</u>
Dec 19, 2018	AM Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Dec 20, 2017	A.M. Best Affirms Credit Ratings of Markel Corporation and Most Subsidiaries
Feb 03, 2017	A.M. Best Places Credit Ratings of SureTec Insurance Co. and SureTec Indemnity Co. Under Review with Positive Implications
Jul 01, 2016	A.M. Best Affirms Ratings of Markel Corporation and Its Subsidiaries
May 15, 2015	A.M. Best Upgrades Ratings of FirstComp Insurance Company, Affirms Markel Corporation and Other Affiliate Ratings
Mar 21, 2014	A.M. Best Affirms Ratings of Markel Corporation and Its Affiliates
Jan 04, 2013	A.M. Best Assigns Ratings to Essentia Insurance Company
Nov 13, 2012	A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries
Sep 07, 2011	A.M. Best Affirms Ratings of Markel Corporation and Its Domestic Subsidiaries
Jan 05, 2011	A.M. Best Assigns Ratings to FirstComp Insurance Company

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**COMPANY PROFILE**

**Company Information**

**EVANSTON INSURANCE COMPANY**  
**TEN PARKWAY NORTH, STE. 100**  
**DEERFIELD, IL 60015**

**Old Company Names**

**Effective Date**

**Agent For Service**

TODD CROUTCH  
 100 WEST BROADWAY, SUITE 650  
 FONDA AND FRASER LLP  
 GLENDALE CA 91210

**Reference Information**

NAIC #:	35378
California Company ID #:	4861-1
Date Authorized in California:	10/01/2004
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	ILLINOIS

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**NAIC Group List**

NAIC Group #: **0785** MARKEL CORP GRP

**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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# Falls Lake Fire and Casualty Company

A.M. Best #: 022509    NAIC #: 15884    FEIN #: 471588915

## Mailing Address

P.O. Box 97488  
Raleigh, NC 27624-7488  
United States

[View Additional Address Information](#)

**Web:** [www.fallslakeins.com](http://www.fallslakeins.com)

**Phone:** 919-882-3500

**Fax:** 888-698-7290



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 A.M. Best's analysis, 055488 - James River Group 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 Rating View Definition

**Rating:** A (Excellent)  
**Affiliation Code:** g (Group)  
**Financial Size Category:** X (\$500 Million to \$750 Million)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** August 13, 2019  
**Initial Rating Date:** May 17, 2016

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a  
**Outlook:** Stable

**Action:** Affirmed  
**Effective Date:** August 13, 2019  
**Initial Rating Date:** May 17, 2016

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

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

**Associate Director :** Robert Raber

**Senior Director:** Gregory T. Williams

*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

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#### Press Release

AM Best Affirms Credit Ratings of James River Group Holdings, Ltd. and Subsidiaries  
 August 13, 2019

### Rating History

A.M. Best has provided ratings & analysis on this company since 2016.

#### Financial Strength Rating

##### Effective DateRating

8/13/2019	A
8/14/2018	A
8/18/2017	A
7/29/2016	A
5/17/2016	A-


#### Long-Term Issuer Credit Rating



**Effective Date Rating**

8/13/2019	a
8/14/2018	a
8/18/2017	a
7/29/2016	a
5/17/2016	a-

**Best's Credit Reports**

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Report Revision Date: 8/14/2019 (represents the latest significant change).

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**Press Releases**

<u>Date</u>	<u>Title</u>
Aug 13, 2019	AM Best Affirms Credit Ratings of James River Group Holdings, Ltd. and Subsidiaries
Aug 14, 2018	A.M. Best Affirms Credit Ratings of James River Group Holdings Ltd and Subsidiaries; Assigns Credit Ratings to Carolina Re Ltd
Feb 23, 2018	A.M. Best Comments on Credit Ratings of JRG Reinsurance Company, Ltd. and Its Affiliates
Aug 18, 2017	A.M. Best Affirms Credit Ratings of JRG Reinsurance Company, Ltd. and Its Affiliates
Jul 29, 2016	A.M. Best Upgrades Ratings of JRG Reinsurance Company, Ltd. and Its Affiliates
May 17, 2016	A.M. Best Assigns Ratings to Falls Lake Fire and Casualty Company

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**COMPANY PROFILE**

**Company Information**

**FALLS LAKE FIRE AND CASUALTY COMPANY**

**PO BOX 97488  
RALEIGH, NC 27624-7488**

**Old Company Names** **Effective Date**

**Agent For Service**

TIM MORONEY  
C/O DOCTOR LAW GROUP, LLP  
425 MARKET STREET, SUITE 2200  
SAN FRANCISCO CA 94105

**Reference Information**

NAIC #:	15884
California Company ID #:	6012-9
Date Authorized in California:	01/01/2016
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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**NAIC Group List**

NAIC Group #: **3494** James River Grp

**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](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- DISABILITY
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

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# National Union Fire Insurance Company of Pittsburgh, Pa.

A.M. Best #: 002351    NAIC #: 19445    FEIN #: 250687550  
**Administrative Office**    [View Additional Address Information](#)  
 175 Water Street 18th Floor  
 New York, NY 10038  
 United States

**Web:** [www.aig.com](http://www.aig.com)  
**Phone:** 212-770-7000



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Based on A.M. Best's analysis, 058702 - American International Group, Inc. 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 Rating View Definition

**Rating:** A (Excellent)  
**Affiliation Code:** p (Pooled)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 12, 2019  
**Initial Rating Date:** December 31, 1907

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** a

**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** July 12, 2019  
**Initial Rating Date:** April 06, 2005

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

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

**Senior Financial Analyst:** Gregory Dickerson

**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

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#### Press Release

[AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries](#)  
 July 12, 2019

### Rating History

A.M. Best has provided ratings & analysis on this company since 1907.

#### Financial Strength Rating

##### Effective Date Rating

7/12/2019	A
6/20/2018	A
5/23/2017	A
1/26/2017	A u
6/2/2016	A
1/27/2016	A u
2/27/2015	A

### Long-Term Issuer Credit Rating

#### Effective Date Rating

7/12/2019	a
6/20/2018	a
5/23/2017	a
1/26/2017	a u
6/2/2016	a
1/27/2016	a u
2/27/2015	a

### Best's Credit Reports

 Best's Credit Report - Where applicable, includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.

Report Revision Date: 8/27/2019 (represents the latest significant change).

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### Press Releases

<u>Date</u>	<u>Title</u>
Jul 12, 2019	AM Best Affirms Credit Ratings of American International Group, Inc. and Most Subsidiaries
Sep 21, 2018	A.M. Best Removes from Under Review and Affirms Credit Ratings of Certain Newly Acquired Members of AIG P/C US Insurance Group
Aug 10, 2018	A.M. Best Removes From Under Review, Upgrades Credit Ratings of Blackboard Specialty Insurance Co. and Blackboard Insurance Co.
Jun 20, 2018	A.M. Best Affirms Credit Ratings of American International Group, Inc. and Certain Subsidiaries
May 23, 2017	A.M. Best Removes From Under Review With Negative Implications and Affirms Credit Ratings of AIG and Its Subsidiaries
Jan 26, 2017	A.M. Best Places Credit Ratings of American International Group, Inc. and Subsidiaries Under Review with Negative Implications
Jun 02, 2016	A.M. Best Removes From Under Review and Affirms Ratings of American International Group, Inc. and Majority of Its Subsidiaries
Jan 27, 2016	A.M. Best Places Ratings of American International Group, Inc. and Its Subsidiaries Under Review with Negative Implications
Feb 27, 2015	A.M. Best Affirms Ratings of American International Group, Inc. and Its U.S. Property/Casualty

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**COMPANY PROFILE**

**Company Information**

**NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

**175 WATER STREET, 18 FLOOR  
NEW YORK, NY 10038  
877-399-6442**

**Old Company Names** **Effective Date**

**Agent For Service**

Melissa DeKoven  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento CA 95833-3505

**Reference Information**

NAIC #:	19445
California Company ID #:	0131-3
Date Authorized in California:	11/28/1902
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	PENNSYLVANIA

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**NAIC Group List**

NAIC Group #: **0012** AMERICAN INTL GRP

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- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER

SURETY

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WORKERS' COMPENSATION

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# Navigators Insurance Company

A.M. Best #: 001825 NAIC #: 42307 FEIN #: 133138390

## Administrative Office

400 Atlantic Street 8th Floor  
Stamford, CT 06901  
United States

[View Additional Address Information](#)

**Web:** [www.navg.com](http://www.navg.com)

**Phone:** 203-905-6090

**Fax:** 203-658-1821



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Based on A.M. Best's analysis, 058707 - Hartford Financial Services Group Inc 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 Rating View Definition

**Rating:** A+ (Superior)  
**Financial Size Category:** XI (\$750 Million to \$1 Billion)  
**Outlook:** Stable  
**Action:** Upgraded  
**Effective Date:** August 30, 2019  
**Initial Rating Date:** June 30, 1988

### Long-Term Issuer Credit Rating View Definition

**Long-Term:** aa-  
**Outlook:** Stable  
**Action:** Upgraded

**Effective Date:** August 30, 2019

**Initial Rating Date:** October 10, 2005

u Denotes Under Review Best's Rating

### Best's Credit Rating Analyst

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

**Financial Analyst:** Filippo Novella

**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

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#### Press Release

AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs  
August 30, 2019

### Rating History

A.M. Best has provided ratings & analysis on this company since 1988.

#### Financial Strength Rating

##### Effective Date Rating

8/30/2019	A+
8/14/2018	A
8/11/2017	A
7/21/2016	A
6/3/2015	A

#### Long-Term Issuer Credit Rating

**Effective Date** **Rating**

8/30/2019	aa-
8/14/2018	a+
8/11/2017	a+
7/21/2016	a+
6/3/2015	a+

**Related Financial and Analytical Data**

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

<b>AMB #</b>	<b>Company Name</b>	<b>Company Description</b>
<b>019697</b>	Navigators Insurance Group (CS)	Represents Property/Casualty business of this legal entity.
<b>018081</b>	Navigators Insurance Group (SG) Rating Unit	Represents the A.M. Best Consolidated financials for the Property/Casualty business of this legal entity.

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Report Revision Date: 10/4/2019 (represents the latest significant change).



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View additional news, reports and products for this company.

## Press Releases

<u>Date</u>	<u>Title</u>
Aug 30, 2019	AM Best Affirms Credit Ratings of Hartford Financial Services Group and Subs, Upgrades Ratings of Navigators Group and Its Subs
Aug 14, 2018	A.M. Best Affirms Credit Ratings of The Navigators Group, Inc. and Its Subsidiaries
May 18, 2018	A.M. Best Affirms Credit Ratings of Navigators International Insurance Company Ltd.
Aug 11, 2017	A.M. Best Revises Outlooks to Positive for Navigators Insurance Company, Its Subsidiary and The Navigators Group, Inc.
Apr 24, 2017	A.M. Best Assigns Credit Ratings to Navigators International Insurance Company Ltd.
Jul 21, 2016	A.M. Best Affirms Ratings of Navigators Insurance Company, Its Subsidiary and The Navigators Group, Inc.
Jun 03, 2015	A.M. Best Affirms Ratings of Navigators Insurance Company, its Subsidiary and The Navigators Group, Inc.
Jun 04, 2014	A.M. Best Affirms Ratings of Navigators Insurance Company, Its Subsidiary and The Navigators Group, Inc.
Jun 07, 2013	A.M. Best Affirms Ratings of Navigators Insurance Company, Its Subsidiary and The Navigators Group, Inc.

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- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**NAVIGATORS INSURANCE COMPANY**

**400 ATLANTIC STREET  
STAMFORD, CT 06901**

**Old Company Names**

**Effective Date**

**Agent For Service**

Vivian Imperial  
818 WEST SEVENTH STREET  
SUITE 930  
LOS ANGELES CA 90017

**Reference Information**

NAIC #:	42307
California Company ID #:	3119-5
Date Authorized in California:	10/22/1987
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	NEW YORK

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**NAIC Group List**

NAIC Group #: **0091** HARTFORD FIRE & CAS GRP

**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](#).

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- SURETY



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# BUSINESS REGISTRATION CERTIFICATE

FY 2019-20

RENEW BY DATE 05-31-2020	EXPIRATION DATE 06-30-2020
LOCATION ID 1039904-09-151	
BUSINESS LOCATION 400 BRANNAN ST #204	
THIRD PARTY TAX COLLECTOR <input type="checkbox"/> PARKING TAX <input type="checkbox"/> TRANSIENT OCCUPANCY TAX	

BUSINESS ACCOUNT NUMBER  
1018541

TRADE NAME (DBA)

**BUHLER COMMERCIAL**

BUSINESS

**BUHLER COMMERCIAL**

BUHLER COMMERCIAL  
400 BRANNAN ST STE 204  
SAN FRANCISCO CA 94107-1738

CITY AND COUNTY OF SAN FRANCISCO  
OFFICE OF THE TREASURER & TAX COLLECTOR



José Cisneros  
Treasurer



David Augustine  
Tax Collector

POST CLEARLY VISIBLE AT THIS BUSINESS LOCATION

Read reverse side. To update addresses or to close a business, go to [www.sftreasurer.org/accountupdate](http://www.sftreasurer.org/accountupdate).

Date of this notice: 01-14-2015

Employer Identification Number:  
47-2790101

Form: SS-4

Number of this notice: CP 575 A

**BUEHLER COMMERCIAL**  
[REDACTED]  
[REDACTED]

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

**WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER**

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 47-2790101. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 1120

03/15/2016

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.

## City and County of San Francisco

## San Francisco Public Works



London N. Breed, Mayor  
Mohammed Nuru, Director

## GENERAL - DIRECTOR'S OFFICE

City Hall, Room 348  
1 Dr. Carlton B. Goodlett Place, S.F., CA 94102  
(415) 554-6920 ■ www.SFPublicWorks.org



## Public Works Order No: 202095

CITY AND COUNTY OF SAN FRANCISCO  
SAN FRANCISCO PUBLIC WORKS  
AWARD OF FORMAL CONTRACT

ID No.:	1000013295
Contract Title:	PW SFPL MAIN LIBRARY ELEV UPG
Full Contract Title:	San Francisco Public Library Main Library Elevator Upgrades
Receipt of Bids:	June 19, 2019
Contract Estimate:	\$4,000,000.00
Time Allowed for Completion:	730 Consecutive Calendar Days
Required Approvals:	SF Public Works

AWARDEE:	Buhler Commercial 400 Brannan St., #204 San Francisco, CA 94107
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Supplier ID:	0000028671
Business Tax Registration Certificate No.:	1018541
Contractor's License Number:	1003262
DIR Registration Number:	1000040432

**Total Contract: \$3,718,000.00**

ENVIRONMENTAL STATEMENT: Categorically Exemption

## DISTRIBUTION:

PM: [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org);

BDC: [Julia.Laue@sfdpw.org](mailto:Julia.Laue@sfdpw.org); [Jennifer.Cooper-sabo@sfdpw.org](mailto:Jennifer.Cooper-sabo@sfdpw.org);

BDC/Construction Management: [Laura.Tanigawa@sfdpw.org](mailto:Laura.Tanigawa@sfdpw.org);

IT: [Wayne.K.Chan@sfdpw.org](mailto:Wayne.K.Chan@sfdpw.org);

DDE: [Albert.J.Ko@sfdpw.org](mailto:Albert.J.Ko@sfdpw.org); [Ronald.Alameida@sfdpw.org](mailto:Ronald.Alameida@sfdpw.org);

Public Works eSystems: [K2systems@sfdpw.org](mailto:K2systems@sfdpw.org);

Contract Prep: [Severino.Caranto@sfdpw.org](mailto:Severino.Caranto@sfdpw.org); [Pansy.Lam@sfdpw.org](mailto:Pansy.Lam@sfdpw.org); [Jason.Chin@sfdpw.org](mailto:Jason.Chin@sfdpw.org);

[Gary.Hom@sfdpw.org](mailto:Gary.Hom@sfdpw.org); [Aaron.Lee@sfdpw.org](mailto:Aaron.Lee@sfdpw.org); [Tara.Alvarez@sfdpw.org](mailto:Tara.Alvarez@sfdpw.org); [Lucinda.Huang@sfdpw.org](mailto:Lucinda.Huang@sfdpw.org);

PCS: [Darren.Sciford@sfdpw.org](mailto:Darren.Sciford@sfdpw.org); [Damon.Lai@sfdpw.org](mailto:Damon.Lai@sfdpw.org); [Jieting.Yu@sfdpw.org](mailto:Jieting.Yu@sfdpw.org);

OEWD: [Ken.Nim@sfgov.org](mailto:Ken.Nim@sfgov.org); [Chris.Vergara@sfgov.org](mailto:Chris.Vergara@sfgov.org); [Joyce.S.Wong@sfgov.org](mailto:Joyce.S.Wong@sfgov.org); [Nicole.Salvador@sfgov.org](mailto:Nicole.Salvador@sfgov.org);



San Francisco Public Works

Making San Francisco a beautiful, livable, vibrant, and sustainable city.

DPW: [Boris.Deunert@sfdpw.org](mailto:Boris.Deunert@sfdpw.org); [Oliver.Iberien@sfdpw.org](mailto:Oliver.Iberien@sfdpw.org); [Stanley.DeSouza@sfdpw.org](mailto:Stanley.DeSouza@sfdpw.org);  
Other City Depts: [ThNguyen@sflower.org](mailto:ThNguyen@sflower.org); [TKyger@sflower.org](mailto:TKyger@sflower.org); [ACP@sflower.org](mailto:ACP@sflower.org); [sfdocs@sfpl.org](mailto:sfdocs@sfpl.org);  
OLSE: [olseprebidprecon@sfgov.org](mailto:olseprebidprecon@sfgov.org); [Robin.Ho@sfgov.org](mailto:Robin.Ho@sfgov.org); [James.Hewitt@sfgov.org](mailto:James.Hewitt@sfgov.org); [Cynthia.Torres@sfgov.org](mailto:Cynthia.Torres@sfgov.org);  
[Anna.Liu@sfgov.org](mailto:Anna.Liu@sfgov.org);  
CMD: [Romulus.Asenloo@sfgov.org](mailto:Romulus.Asenloo@sfgov.org); [Selormey.Dzikunu@sfdpw.org](mailto:Selormey.Dzikunu@sfdpw.org); [Finbarr.Jewell@sfgov.org](mailto:Finbarr.Jewell@sfgov.org);  
[lakysha.cummings@sfgov.org](mailto:lakysha.cummings@sfgov.org); [Regina.Chan@sfgov.org](mailto:Regina.Chan@sfgov.org);  
Contract Admin: [ContractAdmin.Staff@sfdpw.org](mailto:ContractAdmin.Staff@sfdpw.org);  
Minority Business Development Agencies/Builders Exchanges:  
[andersandanders6@yahoo.com](mailto:andersandanders6@yahoo.com); [southeastjobscoalition@gmail.com](mailto:southeastjobscoalition@gmail.com); [planroom@ebidboard.com](mailto:planroom@ebidboard.com);  
[mba@marinbuilders.org](mailto:mba@marinbuilders.org); [planroom@ncbeonline.com](mailto:planroom@ncbeonline.com); [support@ConstructionPlans.org](mailto:support@ConstructionPlans.org); [deanna@bxofsf.com](mailto:deanna@bxofsf.com);  
[plans@bxscoco.com](mailto:plans@bxscoco.com); [Dodge.Docs@construction.com](mailto:Dodge.Docs@construction.com);  
All Bidders

X DocuSigned by:  
*Ronald Alameida*  
Alameida, Ronald  
4211CB1899C5486...  
Acting Deputy Director and City Architect

X DocuSigned by:  
*Julia Dawson*  
Dawson, Julia  
AC312F8341B64A0...  
Deputy Director, Finance and Administration

X DocuSigned by:  
*Nuru, Mohammed*  
Nuru, Mohammed  
81145AB17F474FA...  
Nuru, Mohammed  
Director of Public Works

Buhler Commercial  
CSLB # 1003262  
400 Brannan St., Ste. #204  
San Francisco, CA 94107

August 30, 2022

PCO 9 - Noncompensable Time Extension

City will grant 206 CD day.

Ruby Yu - OK

**Schedule Extension - San Francisco Main Public Library Elevator Modernization Project (SFPW #1000013295)**

San Francisco Public Works  
Attn: Ruby Yu  
49 South Van Ness, Suite 1000  
San Francisco, CA 94102

Dear Ms. Yu,

As you are aware, Buhler Commercial overcame many external obstacles on the San Francisco Main Public Library Elevator Modernization Project. This letter serves to address the recently discussed schedule delays encountered throughout the project.

**Pandemic Shut Down**

Notice to Proceed (NTP) for the San Francisco Main Public Library Elevator Modernization Project was issued on January 2, 2020. Approximately 2 months later the United States entered a pandemic and on April 7, 2020 we received a notice titled “**1000013295 - Urgent Letter**” in which we were informed “*Buhler Commercial (Contractor) must suspend work on 1000013295 – San Francisco Public Library Main Library Elevator Upgrades (Project) in the interest of public health and safety.*” The letter further clarifies the requirements, citing *Order of the Health Officer of the City and County of San Francisco (Order of the Health Officer C19-07b, dated March 31, 2020, “the Order”)*, and continues to state that this Order became effective on April 1, 2020.

**Urgent Letter – Re: Delays**

The Urgent Letter further defines the ongoing events causing the suspension of the project as a force majeure event, and thus an Unavoidable Delay under San Francisco Administrative Code section 6.22(h)(2)(C) and General Conditions paragraph 7.02 of 1000013295 – San Francisco Public Library Main Library Elevator Upgrades.

The letter continue to state “Contractor will be entitled to a non-compensable time extension only for the following types of Unavoidable Delay” ...“epidemics, quarantine restrictions...labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material”...” acts of a government agency”.

In the proceeding months, Buhler Commercial worked diligently to first allow remote work to continue on the project, then allow onsite work under very limited working conditions. As the requirement and procedures changed continuously to account for new and evolving pandemic restrictions, Buhler Commercial, worked with SFPW an SFPL to complete the project.

**Time Extension Attributed to the Pandemic: 180 CDs**

**Labor Shortage / Attrition**

As many private company and public entities experienced during the pandemic, the work forces evolved, and with that came a significant labor shortage and high attrition. Almost all parties involved experienced a significant amount of project personnel turn over and extended leaves of absence, including the SFPL & Kone. With each new project team member there is a period of ‘ramp up’ time. This can usually be absorbed by other project team members, but in this case there was so much turn over, and several entities had no single person that was apart of the project for the entire duration.

**Time Extension Attributed to Labor Shortage / Turn Over: 45 CDs**

### Time Extensions for Change Orders

As the project progressed, normal change orders ensued, due to design changes, unforeseen conditions, and client preferences. To date this project included (4) Contract Change Orders (CCOs), comprised of (7) Change Order Requests, for \$55,726. During this change order process, there was no consideration for time extension. In my experience with SFPW, the CCOs do not individually consist of time extensions, instead, a separate CCO for non-compensable time extension will be granted covering multiple CCOs. To date there has been no non-compensable time extension granted for CCOs 1, 2, 3 & 4.

### **Time Extension Attributed to CCOs: 60 CDs**

#### Inspector Shortage

As with the other parties essential to the project, San Francisco Department Of Building Inspections (DBI) and San Francisco Fire Marshal were also shorthanded. It became real challenge to schedule inspections, especially on such a large project, with multiple phases. One example is the fire final inspection, which required pre-testing, and inspection testing all floors for all elevators, even though this had already been completed with the approval of each elevator. If we had the same inspector this could have all been avoided. Then the challenge came it took 2-6 weeks to schedule each Fire Marshall inspection AND they could only provide 1 hour and 45 minutes onsite, despite us paying for 4 hours inspections, due to an inspector shortage. Given these conditions, it took nearly 10 weeks to complete fire sign off.

### **Time Extension Attributed to Inspector Shortage: 65 CDs**

#### Delays Due to Sequencing

As of Mid-2021 Buhler Commercial had provided a condensed schedule showing a full recovery from the delays asserted by the pandemic by working in multiple elevators in parallel. However, it was the library preference to stagger, not stack, the remaining elevators so their staff always had access to at least one the final elevators to be modernized. Buhler Commercial obliged to their request, but if we had proceeded as proposed the work would have been finished in a much shorter time span. This project included seven elevators, many of which serve different areas of the building, have restricted access controls, and go to multiple floors, so determining which elevators could be out of service when was a major challenge for this project.

### **Time Extension Attributed to Sequencing: 90 CDs**

Other considerations not accounted for or addressed in this letter include the following:

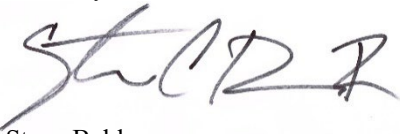
- Costs and time to engage a Certified Industrial Hygienist to prepare Covid work plans
- Delays caused by elevators manufacturer and cab interiors fabricator labor and material shortage
- Elevators were operational and in-use, prior to substantial completion date

In light of the above considerations, we request that you grant a non-compensable schedule extension for the time required to complete the project.

If you need any additional information, feel free to contact me by phone at (415) 610-8650 or by email at [Steve@buhlercommercial.com](mailto:Steve@buhlercommercial.com).

We look forward to a successful resolution of this project.

Sincerely,



Steve Buhler



London Breed  
Mayor

Alaric Degrafinried  
Acting Director

Division of Contract Administration  
1155 Market Street, 4<sup>th</sup> Floor  
San Francisco, CA 94103  
(415) 554-6417 • [www.sfdpw.org](http://www.sfdpw.org)

April 6, 2020

Steve Buhler  
President  
Buhler Commercial  
400 Brannan Street, #204  
San Francisco, CA 94107

RE: 1000013295 – San Francisco Public Library Main Library Elevator Upgrades

Dear Steve Buhler:

Please see the attached Order of the Health Officer of the City and County of San Francisco (Order of the Health Officer C19-07b, dated March 31, 2020, “the Order”), which, among other things, clarifies and further limits essential business activities, including construction, during the COVID-19 emergency. In the interest of public health and safety to contain the spread of the Covid-19 virus within San Francisco, the Order prohibits work on public works and other construction projects unless the project meets the revised requirements of an “Essential Business” as defined in the Order. The Order became effective on April 1, 2020.

**Pursuant to the Order, Buhler Commercial (Contractor) must suspend work on 1000013295 – San Francisco Public Library Main Library Elevator Upgrades (Project) in the interest of public health and safety. The Health Officer will allow a short grace period to wind down construction work and secure the Site.**

**Note that Contractor must also immediately post and enforce the requirements of the Social Distancing Protocol (set out in Appendix A to the Order) at all work sites, Contractor’s personnel must follow that Protocol and the COVID-19 Construction Field Safety Guidelines (also attached) while performing activities to wind down construction and secure the Site.**

No later than close of business on Friday April 10, 2020, Contractor must cease all construction activities, secure the Site and render it safe, and suspend all further work on the Project until further notice from the City. Please immediately contact the Public Works Project Manager, Andrew Sohn, by email at [Andrew.Sohn@sfdpw.org](mailto:Andrew.Sohn@sfdpw.org) for a time to discuss the implementation of the order and the process for suspending work on the Project.

This suspension of the Project in accordance with the Order constitutes a force majeure event, and thus an Unavoidable Delay under San Francisco Administrative Code section 6.22(h)(2)(C) and General Conditions paragraph 7.02 of 1000013295 – San Francisco Public Library Main Library Elevator Upgrades. Section 7.02(A) provides:

- A. Unavoidable Delays: Pursuant to section 6.22(h)(2)(C) of the San Francisco Administrative Code and for the purposes of the Contract Documents the term Unavoidable Delay shall mean an interruption of the Work beyond the control of Contractor that could not have been avoided by Contractor’s exercising care, prudence, foresight, and diligence.



Moreover, in accordance with the progress schedule requirements of Paragraph 3.09, Contractor shall demonstrate that the Unavoidable Delay actually extends the most current Contract Substantial Completion date. Delays attributable to and with-in the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor (i.e., Avoidable Delays).

1. Non-compensable Delay/Time Extension. Contractor will be entitled to a non-compensable time extension only for the following types of Unavoidable Delay: Acts of God (as used herein, includes only earthquakes in excess of a magnitude 3.5 on the Richter Scale and tidal waves); acts of the public enemy; adverse weather conditions (in excess of the number of days specified in Paragraph 7.02C or the Supplementary Conditions); fires; floods; windstorms; tornadoes; wars; riots; insurrections; epidemics; quarantine restrictions; strikes; lockouts; sit-downs; slowdowns; other labor trouble; labor shortages; inability of Contractor to procure labor; material shortages; inability of Contractor to procure material; fuel shortages; freight embargoes; acts of a government agency; priorities or privileges established for the manufacture, assembly or allotment of materials by order, decree, or otherwise of the United States or by any department, bureau, commission, committee, agent or administrator of any legally constituted public authority; changes in the Work ordered by the City insofar as they necessarily require additional time in which to complete the Project; the prevention by the City of Contractor from commencing or prosecuting the Work; the prevention of Contractor from commencing or prosecuting the Work because of the acts of others, excepting Contractor's Subcontractors and Suppliers of all tiers; the prevention of Contractor from commencing or prosecuting the Work because of failure of the City to furnish the necessary materials, when required by the Contract Documents and when requested by Contractor in the manner provided in the Contract Documents; and inability to procure or failure of public utility service.

[Emphasis added to relevant provisions.]

As provided in General Conditions paragraph 7.02, the City will grant a non-compensable time extension for the period that the Project is suspended under the Order. The City may consider an equitable adjustment in the Contract Amount to compensate Contractor for the direct costs of demobilization, remobilization, and to secure the Site for the period of suspension, subject to the Claims provisions of the Contract.

The City does not take this action lightly or without regard to the potential impacts on its contractors and their employees. But in the face of this epidemic, the City and contractors must do all that we can to protect the safety of personnel working in the field, in accordance with the directives of the Health Officer and requirements of the Order. Working together, we will make it through this crisis.

Very truly yours,

*Alaric Degrafinried*

Alaric Degrafinried  
Acting Director, San Francisco Public Works