

Contract Summary Form:

Contract Number: BC-12-138

Complete data below, print, obtain signature of authorized departmental representative, and submit this form (and attachments) to the Clerk of the Board (>\$100,000). If less than \$100,000, submit a purchasing requisition to the Purchasing Division of General Services. See "Online Purchasing Manual" under "General Services", "Purchasing", "Policies and Procedures. "See also "Contracts for Services" policy. Form not applicable to revenue contracts.

D1. Fiscal Year.....: FY 11/12 and 12/13
D2. Budget Unit Number (plus -Ship/-Bill codes in paren's)..: 054
D3. Requisition Number .....:
D4. Department Name.....: PW/Flood Control
D5. Contact Person.....: Jon Frye
D6. Phone .....: ext. 3444

K1. Contract Type (check one): [ ] Personal Service [X] Capital Project/Construction
K2. Brief Summary of Contract Description/Purpose.....: LMC Project Reach 1A, Phase 1
K3. Original Contract Amount.....: \$2,089,787.50
K4. Contract Begin Date .....: June 19, 2012
K5. Original Contract End Date.....:
K6. Amendment History (leave blank if no prior amendments):
Seq# EffectiveDate ThisAmndtAmt CumAmndtToDate NewTotalAmt NewEndDate Purpose (2-4 words)
\$ \$ \$

K7. Department Project Number.....: SC8042

B1. Is this a Board Contract? (Yes/No).....: yes
B2. Number of Workers Displaced (if any) .....: n/a
B3. Number of Competitive Bids (if any) .....: 5
B4. Lowest Bid Amount (if bid).....: \$2,089,787.50
B5. If Board waived bids, show Agenda Date.....:
B6. ... and Agenda Item Number.....: #
B7. Boilerplate Contract Text Unaffected? (Yes / or cite ¶¶).....:

F1. Encumbrance Transaction Code.....: 1701
F2. Current Year Encumbrance Amount.....: \$
F3. Fund Number .....: 2610
F4. Department Number.....: 054
F5. Division Number (if applicable).....: 05
F6. Account Number.....: 8700
F7. Cost Center number (if applicable) .....:
F8. Payment Terms.....: Net 30

V1. Vendor Numbers (A=uditor; P=urchasing) .....: 463617
V2. Payee/Contractor Name .....: Lash Construction
V3. Mailing Address.....: P.O. Box 4640
V4. City State (two-letter) Zip (include +4 if known) .....: Santa Barbara, CA 93140
V5. Telephone Number.....: (805) 963-3553
V6. Contractor's Federal Tax ID Number (EIN or SSN) .....:
V7. Contact Person .....: Jim Lash
V8. Workers Comp Insurance Expiration Date.....:
V9. Liability Insurance Expiration Date[s] (G=enl; P=rofl) ....:
V10. Professional License Number .....: #
V11. Verified by (name of County staff) .....:
V12. Company Type (Check one): [ ] Individual [ ] Sole Proprietorship [ ] Partnership [X] Corporation

I certify: information complete and accurate; designated funds available; required concurrences evidenced on signature page.

Date : Authorized Signature [Signature]

Santa Barbara County Flood Control and Water Conservation District

AGREEMENT

for the LOWER MISSION CREEK FLOOD CONTROL PROJECT – REACH 2B, PHASE 1

C.M.I.S. Project No. SC8042

Auditor - Controller Contract No. BC 12-138

THIS AGREEMENT is made by and between the Santa Barbara County Flood Control and Water Conservation District, a political subdivision of the State of California, hereinafter called DISTRICT, and Lash Construction, Inc hereinafter referred to as CONTRACTOR, for the completion of the work identified herein, on the following terms, conditions and provisions:

1. **CONTRACT** This agreement incorporates by reference all of the General and Special Provisions and Specifications provided by DISTRICT for the work identified above; and where consistent with this document, the proposal executed and submitted by the CONTRACTOR. CONTRACTOR acknowledges receipt of all such documents as were not already in Contractor's possession. Said incorporated documents, this agreement, any Notice to Contractors, the Bid Bond, the Faithful Performance Bond, and Payment Bond are referred to herein as the "Contract" or "Contract Documents". Copies of all said documents are on file in the DISTRICT office and have been and will be made available to the CONTRACTOR during the term of this Agreement.
2. **WORK** CONTRACTOR agrees, at his own proper cost and expense, to furnish all the work and all equipment and materials necessary to perform and complete the work described in the documents referred to above, in a good and workmanlike manner to the satisfaction of the Flood Control Engineer of said DISTRICT, all in strict accordance with the Plans and the Contract Documents provided.
3. **EXCAVATIONS** Before any pavement resurfacing, displacement or excavation of the ground that may be required by any performance under this Agreement, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Government Code Sections 4215 through 4217 regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the DISTRICT of any obligation required of the DISTRICT under said Sections. There shall be no performance under this Agreement by either party unless and until the provisions of such Sections are complied with and the Engineer is notified regarding the compliance.
4. **ENGINEER** The Engineer referred to in the Contract Documents is the Flood Control Engineer.
5. **PAYMENT** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for doing all the work completed and embraced in this Agreement and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the Contractor under this Agreement is and shall be \$2,089,787.50, to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any and all loss or damage arising out of the nature of the work undertaken, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work until its acceptance by the DISTRICT, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the work, for well and faithfully completing the work and the whole thereof, in the manner and to the requirements of the Contract and directions of the Engineer, hereunder. The DISTRICT will have the right to audit of Contractor's project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-controller. All invoices submitted for payment shall include Contract Number BC 12-138.

6. **EXTRA WORK** Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the work or the improvement contemplated may be effected or authorized and agreement made for compensation at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents) by the Engineer, if compensation is in accordance with Section 20142 of the Public Contract Code:

- An amount not to exceed five thousand dollars (\$5,000) for contracts of fifty thousand dollars (\$50,000) or less.
- 10 percent for contracts over fifty thousand dollars (\$50,000) but not to exceed two hundred fifty thousand dollars (\$250,000). In no event shall any change exceed a net total addition of twenty-five thousand dollars (\$25,000).
- For contracts whose original cost exceeds two hundred fifty thousand dollars (\$250,000), the extra cost for any change or addition to the work so ordered shall not exceed twenty-five thousand dollars (\$25,000), plus 5 percent of the amount of the original contract costs in excess of two hundred fifty thousand dollars (\$250,000). In no event shall any change or alteration exceed two hundred ten thousand dollars (\$210,000).

Compensation in such equitable amount as is appropriate for the requirements of the DISTRICT may be authorized by resolution or minute order of the Board of Directors. The Engineer may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes. In no event shall the District be liable for the cost of any extra work not approved in advance and in writing by the Flood Control Engineer.

7. **COMPLIANCE WITH LAW, AMENDMENTS** CONTRACTOR shall keep fully informed of all laws, ordinances and regulations which do or may affect the conduct of the work, the materials used therein or persons engaged or employed thereon and all such orders of bodies and tribunals having any jurisdiction over same. If it be found that the Special Provisions or Standard Specifications for the work conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the Engineer in writing. CONTRACTOR shall at all times observe and comply with and shall cause all agents and employees to observe and comply with all such laws, ordinances, regulations or decrees as the same now exists or may be hereafter amended and all superseding provisions thereof. CONTRACTOR acknowledges, particularly, the provisions of Sections 3196 and Sections 3247 and 3252, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the Santa Barbara County Flood Control District, the Board of Directors, the Flood Control Engineer, and/or any officer, agent or employee of the DISTRICT against any claims or liability arising from or based on the violation of any such law, ordinance, regulation or decree whether by CONTRACTOR, or a subcontractor, agent or employee.

8. **PAYMENTS NOT ACCEPTANCE** No certificate given or payments made under this Contract shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. Final payment for the work performed under this Contract shall not be made until the lapse of thirty (30) days after the Notice of Completion of said work has been filed for record and no payment shall be construed to be acceptance of any defective work or improper materials. CONTRACTOR agrees that the payment for final quantities due under this Contract and the payment of amounts due for any work in accordance with any amendments of this Contract, shall release the County of Santa Barbara from any and all claims or liabilities on account of work performed under this Contract or any amendments thereof. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects and fit for the purposes intended for a period of one year from and after both the date of acceptance of the work and the recordation of the Notice of Completion by the DISTRICT, and CONTRACTOR shall repair or replace any or all work and material, together with any other portions of the work which may be displaced in so doing, that in the opinion of the Engineer, is or becomes defective during the period of said guarantee without expense whatsoever to the DISTRICT.

9. **PREVAILING WAGE RATES** Rates of wages, including overtime, holiday and Sunday rates provided for the work are subject to the effect of Executive Orders of the President of the United States No. 9240, dated

September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof and to any and all lawful orders of the President or any authorized Federal Officer or agency, insofar as the same may be applicable to this Contract. In accordance with the requirements of Labor Code section 1770, the Director of the Department of Industrial Relations has determined the general prevailing rate per diem or hourly wages for workers required to perform the subject work. A copy of the prevailing wage rate is on file at the office of the Santa Barbara County Flood Control and Water Conservation District, 123 East Anapamu Street, Santa Barbara, California, and is available for inspection. CONTRACTOR, and any subcontractor under his or her direction, shall pay not less than the said prevailing rates to all laborers, workers and mechanics employed by the in the execution of the contract.

**10. CONTRACT DOCUMENTS ACKNOWLEDGED** CONTRACTOR hereby declares that he has read the "Contract Documents" pertaining to the work to be accomplished hereunder, has carefully examined the plans and detail drawings of the work to be performed and fully understands the intent and meaning of the same.

**11. TIME FOR COMMENCEMENT, COMPLETION** Time is of the essence in the execution of this Contract. The work to be done under this Agreement shall be completed within the Contract Period described in the Instructions to Bidders. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the DISTRICT, a Notice to Proceed will be issued by the Engineer stating the starting date of the Contract time. The CONTRACTOR shall begin work within FIFTEEN (15) calendar days after receiving the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of the Contract documents pertaining to Liquidated Damages for failure to complete the work within the allowed time.

**12. WORKERS' COMPENSATION INSURANCE** CONTRACTOR certifies as to knowledge of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self insurance in accordance with the provisions of that Code. Contractor will comply with such provisions before commencing the performance of the work of this Contract.

**13. PROGRESS PAYMENT NO WAIVER FOR DELAY** Any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.

**14. GUARANTEE BONDS** Before any performance under this Agreement, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for faithful performance of all terms and conditions of this Agreement, in an amount and form approved by the DISTRICT. Both securities shall contain provisions which automatically increase amounts thereof and/or time of completion or both for all change orders, extensions and additions to the work provided pursuant to this Agreement.

**15. NON DISCRIMINATION** The CONTRACTOR acknowledges that this Agreement is subject to the provisions of Article XIII of Chapter 2 of the Santa Barbara County Code, providing against discrimination in employment. The CONTRACTOR agrees to perform all requirements of a contractor under the provisions of said Article and to pay all costs occasioned to the DISTRICT by any noncompliance by the CONTRACTOR.

**16. RECORDS, AUDIT, AND REVIEW.** CONTRACTOR shall keep such business records pursuant to this Agreement as would be kept by a reasonably prudent practitioner of CONTRACTOR's profession and shall maintain such records for at least four (4) years following the termination of this Agreement. All accounting records shall be kept in accordance with generally accepted accounting practices. COUNTY shall have the right to audit and review all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

**17. DISPUTES** Should any dispute arise which the parties are unable to resolve by negotiation respecting the interpretation, construction or meaning of any of the plans or specifications or provisions affecting the work or respecting the true value of any extra work or work omitted, the dispute shall be submitted to arbitration. Such arbitration shall be carried out in accordance with provisions of the Public Contract Code, any applicable provision of County ordinance, regulation or standard and in accordance with standards of the American Arbitration Association. Any resulting arbitration ruling or result shall be binding on the parties, unless there is a mutual written agreement to litigate the matter.

The Contractor's attention is directed to the provisions of Public Contract Code 20104 for resolutions of claims of \$375,000 or less. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.

**18. SUBSTITUTION OF MATERIALS, SUBSTITUTION OF CONTRACTORS** The Engineer is authorized to act on behalf of the awarding authority in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors.

**IN WITNESS WHEREOF**, the parties have executed this Agreement to be effective on the date executed by COUNTY.

SANTA BARBARA COUNTY FLOOD CONTROL  
& WATER CONSERVATION DISTRICT

CONTRACTOR

By: \_\_\_\_\_  
Chair, Board of Directors

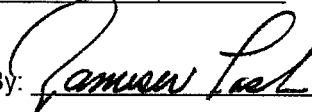
Date: \_\_\_\_\_

ATTEST:  
CHANDRA L. WALLAR  
CLERK OF THE BOARD

Lash Construction, Inc.

P.O. Box 4640

Santa Barbara, CA 93140

By: 

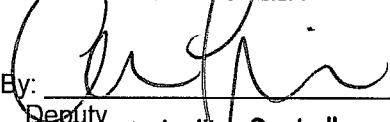
License No. 373001

By: \_\_\_\_\_  
Deputy

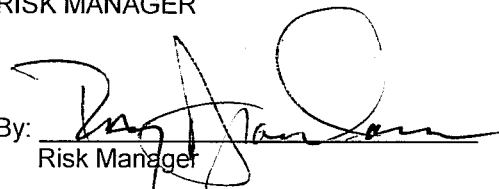
APPROVED AS TO FORM:  
DENNIS A. MARSHALL  
COUNTY COUNSEL

By:   
Deputy County Counsel

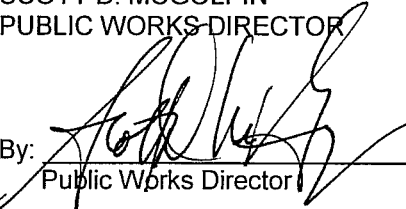
APPROVED AS TO ACCOUNTING  
FORM:  
ROBERT W GEIS, CPA  
AUDITOR-CONTROLLER

By:   
Deputy  
Deputy Auditor-Controller  
Gregory Eric Levin  
Advanced and Specialty Accounting

APPROVED AS TO FORM:  
RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By:   
Risk Manager

APPROVED AS TO FORM:  
SCOTT D. MCGOLPIN  
PUBLIC WORKS DIRECTOR

By:   
Public Works Director

**WORKERS' COMPENSATION INSURANCE CERTIFICATE**

The Contractor shall execute the following form as required by the California Labor Code, Sections 1860 and 1861:

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

Date 5/18/12

Lash Construction, Inc.  
Contractor  
By *Ramon Paul*  
Signature  
VICE-PRESIDENT  
Title

CERTIFICATE OF COMPLIANCE

TO: SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

FROM: Lash Construction, Inc.

THIS IS TO CERTIFY THAT ALL REQUIREMENTS FOR INSURANCE OF SUBCONTRACTORS AS SPECIFIED IN THESE CONTRACT DOCUMENTS HAVE BEEN MET.

FIRM:

LASH CONSTRUCTION, INC.

BY:

James W. Paul

TITLE:

VICE-PRESIDENT

DATED:

5/18/12

(Please return this completed form with your Bonds and Certificates of Insurance)

**STATEMENT OF  
UNLAWFUL DISCRIMINATION IN EMPLOYMENT PRACTICES  
(SANTA BARBARA COUNTY CODE, SECTION 2-95)**

The party contracting with the Santa Barbara County Flood Control and Water Conservation District agrees that it will not discriminate against any employee or applicant for employment in violation of any applicable State or Federal laws, rules or regulations which may now or hereafter specifically prohibit such discrimination on such grounds as race, religion, sex color, national origin, physical handicap when otherwise qualified, Vietnam era veteran/disabled, or ago. If it is determined by the Board of Directors upon recommendation of the Affirmative Action Officer and the County Counsel that during the life of this agreement any such unlawful discriminations have occurred, the County Board of Directors may forthwith terminate this agreement. Said party contracting with the District further agrees that whether or not the term of this agreement is still in existence at the time of final determination of such unlawful discrimination, that it will forthwith reimburse the District for any and all damages, costs and expenses incurred in connection with such unlawful discrimination, including but not limited to damages from loss of Federal or State grants, subventions or loans; costs of processing, investigating and reporting complaints of unlawful discrimination; additional costs of expenses incurred in completion of this agreement by another party if this agreement is terminated before completion; all costs of suit including reasonable attorney's fees incurred in collecting any such damages, costs and expenses; and interest at 7% on all such damages, costs and expenses from the date they are incurred to date of payment.

Employment practices shall include, but are not limited to employment, promotion, demotion, transfer, recruitment and advertising for recruitment, layoff or other termination, rates of pay, employee benefits and all other forms of compensation, selection for training and apprenticeship and probationary periods.

Said party contracting with the District further agrees to permit access at all reasonable times and places to all of its records of employment advertising, application forms, tests and all other pertinent employment data and records, to the Santa Barbara County Flood Control and Water Conservation District, its officers, employees and agents for the purpose of investigation to ascertain if any unlawful discrimination as described herein has occurred or is being practiced.

Failure to fully comply with any of the foregoing provisions relating to unlawful discrimination in employment practices shall be deemed to be a material breach of this agreement.



PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT of the State of California (hereinafter referred to as the DISTRICT) and Lash Construction, Inc.

(hereinafter referred to as PRINCIPAL) have by written agreement entered into a contract identified as LOWER MISSION CREEK FLOOD CONTROL PROJECT - REACH 2B, PHASE I (hereinafter referred to as the CONTRACT) and

That, pursuant to law and to said CONTRACT, and before entering upon the performance of said CONTRACT, the PRINCIPAL is required to file with the DISTRICT a good and sufficient bond to secure the payment of labor and materials claims.

NOW, THEREFORE, said PRINCIPAL and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as corporate surety (hereinafter referred to as SURETY), are held firmly bound unto the DISTRICT in the amount of \$2,089,787.50 (100% of Contract Amount), or the payment of which PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said PRINCIPAL, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 3181 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 3, Part 4, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code, or this bond, then said SURETY will pay for the same, in an amount not to exceed the amount hereinafter set forth.

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

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

In the event suit is brought upon this Bond by **DISTRICT** and judgment is recovered, **SURETY** shall pay all costs incurred by the **DISTRICT** in such suit, including a reasonable attorney's fee to be fixed by the court.

Death, illness, disability or disqualification of the **PRINCIPAL** shall not relieve **SURETY** of its obligations hereunder.

DATED:           MAY 18, 2012          

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

          Lash Construction, Inc.            
PRINCIPAL  
BY:           James W. Lash            
**JAMES W. LASH - VP**

          SURETY            
BY:           Judy Pearen            
Attorneys-in-fact **JUDY PEAREN**

          21688 GATEWAY CENTER DRIVE            
          DIAMOND BAR CA 91765            
Address

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

          Agent for Service of Process            
          21688 GATEWAY CENTER DRIVE            
          DIAMOND BAR CA 91765            
Address

**NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown on page A29 of these Contract Documents.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223397

Certificate No. 004124063

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Judy Pearen, Susan Rodriguez, and Laura A. Decker

of the City of Santa Barbara, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of March, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 17th day of March, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of SANTA BARBARA }

On May 18, 2012 before me, CYNTHIA ACOSTA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared JUDY PEAREN  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/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 Cynthia Acosta  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: May 18, 2012 Number of Pages: TWO

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

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

Signer's Name: JUDY PEAREN

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:  
Travelers Casualty and Surety Company of America

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

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

**RIGHT THUMBPRINT OF SIGNER**

Top of thumb here

Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the SANTA BARBARA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT of the State of California California (hereinafter referred to as the DISTRICT) and Lash Construction, Inc. (hereinafter referred to as PRINCIPAL) have by written agreement entered into a contract identified as

LOWER MISSION CREEK FLOOD CONTROL PROJECT - REACH 2B, PHASE I (hereinafter referred to as the CONTRACT) and

That, the PRINCIPAL is required under the terms and conditions of said CONTRACT to furnish a bond for the faithful performance of CONTRACT.

NOW, THEREFORE, said PRINCIPAL, and TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA as corporate surety (hereinafter referred to as SURETY), are held firmly bound unto the DISTRICT in the amount of \$2,089,787.50 (100% of Contract Amount), for the payment of which PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally.

THE CONDITION OF THIS OBLIGATION is such that if the PRINCIPAL, his heirs, executors, administrators, successors or assigns shall perform all of the covenants, conditions and agreements in the said CONTRACT and any alteration thereof made as therein provided, in his or their part, to be kept and performed at the time, and in the manner therein specified, and shall indemnify and save harmless DISTRICT, its officers, agents, and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

And the said SURETY for value received, agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT or to the work to be performed thereunder or the specifications accompanying the same shall affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or additions to the terms of the CONTRACT or to the work or to the specifications.

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

Death, illness, disability or disqualification of the PRINCIPAL shall not relieve SURETY of its obligations hereunder.

DATED: MAY 18, 2012

Lash Construction, Inc  
PRINCIPAL  
BY: *James W. Lash*  
JAMES W. LASH - VP

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

SURETY  
BY: *Judy Pearen*  
Attorneys-in-fact JUDY PEAREN

21688 GATEWAY CENTER DRIVE  
DIAMOND BAR CA 91765  
Address

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

Agent for Service of Process  
21688 GATEWAY CENTER DRIVE  
DIAMOND BAR CA 91765  
Address

**NOTE: Signatures of those executing for Surety and Power of Attorney MUST have notarial acknowledgement in the format shown on page A29 of these Contract Documents.**



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223397

Certificate No. 004124063

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Judy Pearen, Susan Rodriguez, and Laura A. Decker

of the City of Santa Barbara, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 17th day of March, 2011.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
George W. Thompson, Senior Vice President

On this the 17th day of March, 2011, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.



[Signature]
Marie C. Tetreault, Notary Public

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

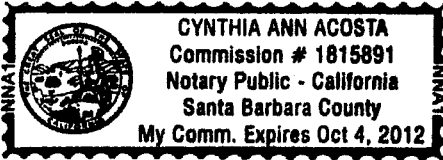
STATE OF CALIFORNIA

County of SANTA BARBARA }

On May 18, 2012 before me, CYNTHIA ACOSTA, NOTARY PUBLIC  
Date Here Insert Name and Title of the Officer

personally appeared JUDY PEAREN  
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal  
Signature Cynthia Acosta  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

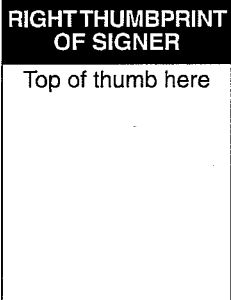
Document Date: May 18, 2012 Number of Pages: TWO

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

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

Signer's Name: JUDY PEAREN

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



Signer Is Representing:  
Travelers Casualty and Surety  
Company of America

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

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



Signer Is Representing:  
\_\_\_\_\_  
\_\_\_\_\_



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Enter a Company Name



» [Advanced Search](#)



### View Rating Definitions

Select one...

## Travelers Casualty and Surety Co America

A.M. Best #: 003609 NAIC #: 31194 FEIN #: 060907370

**Address:** One Tower Square  
Hartford, CT 06183  
[United States](#)

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

**Phone:** 860-277-0111

**Fax:** 860-277-7002

Based on A.M. Best's analysis, 058470 - [Travelers Companies, Inc.](#) is the AMB U and identifies the topmost entity of the corporate structure. View a list of [operating entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

| Financial Strength Rating <a href="#">View Definition</a> |                                    |
|---|------------------------------------|
| <b>Rating:</b>  | A+ (Superior)                      |
| <b>Financial Size Category:</b>                           | XIV (\$1.5 Billion to \$2 Billion) |
| <b>Outlook:</b>   | Stable                             |
| <b>Action:</b>  | Affirmed                           |
| <b>Effective Date:</b>                                    | May 10, 2012                       |
| u Denotes Under Review Best's Rating                      |                                    |

| Issuer Credit Rating <a href="#">View Definition</a> |              |
|--|--------------|
| <b>Long-Term:</b>                                    | aa           |
| <b>Outlook:</b>                                      | Stable       |
| <b>Action:</b>                                       | Affirmed     |
| <b>Date:</b>   | May 10, 2012 |

Best's  
Off  
Fin  
As:

This data record represents an AMB Rating Unit. The Best's Credit Ratings for the following members of this rating unit are based on the consolidated financials assigned to this record.

| AMB #  | Company Name   | Best's FSR | Best's ICR |
|--------|--|------------|------------|
| 087376 | <a href="#">Travelers Casualty &amp; Surety Co of Europe</a> | A+         | aa         |

### Reports and News

Visit Best's News and Analysis site for the latest [news and press releases](#) for this



**AMB Credit Report - Insurance Professional** - includes Best's Financial comprehensive analytical commentary, detailed business overview and k Report Revision Date: 5/14/2012 (represents the latest significant change)



Historical Reports are available in [AMB Credit Report - Insurance Profes](#)



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**COMPANY PROFILE**

**Company Information**

**TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**

**ONE TOWER SQUARE  
HARTFORD, CT 06183**

| <b>Old Company Names</b>                   | <b>Effective Date</b> |
|--|-----------------------|
| AETNA CASUALTY & SURETY COMPANY OF AMERICA | 07/01/1997            |

**Agent For Service**

KAREN HARRIS  
C/O CORPORATION SERVICE COMPANY  
2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO CA 95833-3505

**Reference Information**

|                                |                     |
|--------------------------------|---------------------|
| NAIC #:                        | 31194               |
| California Company ID #:       | 2444-8              |
| Date Authorized in California: | 07/31/1981          |
| License Status:                | UNLIMITED-NORMAL    |
| Company Type:                  | Property & Casualty |
| State of Domicile:             | CONNECTICUT         |

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**NAIC Group List**

NAIC Group #: 3548 Travelers 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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/18/2012

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**  
 Venbrook Ins. Services, CA Lic 0D80832  
 6320 Canoga Avenue  
 12th Floor  
 Woodland Hills CA 91367

**INSURED**  
 Lash Construction, Inc.  
 P O Box 4640  
 Santa Barbara CA 93140-4640

**CONTACT NAME:** Julie Felix  
**PHONE (A/C. No. Ext):** (818) 598-8940 **FAX (A/C. No):** (818) 598-5686  
**E-MAIL ADDRESS:** Jfelix@venbrook.com

| INSURER(S) AFFORDING COVERAGE              | NAIC # |
|--|--------|
| INSURER A: Liberty Surplus Insurance Corp. | 10725  |
| INSURER B: Peerless Insurance Co.          | 24198  |
| INSURER C: Great American Ins. Co. of NY.  | 22136  |
| INSURER D: Commerce and Industry Ins. Co.  | 19410  |
| INSURER E:                                 |        |
| INSURER F:                                 |        |

**COVERAGES**      **CERTIFICATE NUMBER:** 12-13 GL/AL/EX/WC      **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 INSR  | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|--|--|--|----------|---------------|-------------------------|-------------------------|--|
| A  | GENERAL LIABILITY  |  |          | 1000002547-02 | 1/1/2012                | 1/1/2013                | EACH OCCURRENCE \$ 1,000,000   |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               |  |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000                                   |
|  | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |  |          |               |                         |                         | MED EXP (Any one person) \$ 5,000  |
|  | <input checked="" type="checkbox"/> BFPD/XCU, OCP                              |  |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|  | <input checked="" type="checkbox"/> Contractual                                |  |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
| GEN'L AGGREGATE LIMIT APPLIES PER:   |  |  |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000  |
| <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC |  |  |          |               |                         |                         | \$   |
| B  | AUTOMOBILE LIABILITY   |  |          | BA8839473     | 1/1/2012                | 1/1/2013                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|  | <input checked="" type="checkbox"/> ANY AUTO                                   |  |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|  | <input type="checkbox"/> ALL OWNED AUTOS                                       | <input type="checkbox"/> SCHEDULED AUTOS                         |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|  | <input checked="" type="checkbox"/> HIRED AUTOS                                | <input checked="" type="checkbox"/> NON-OWNED AUTOS              |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|  |  |  |          |               |                         |                         | \$   |
| No Deductible  |  |  |          |               |                         |                         | \$   |
| C  | <input checked="" type="checkbox"/> UMBRELLA LIAB                              | <input checked="" type="checkbox"/> OCCUR                        |          | TUU025071800  | 1/1/2012                | 1/1/2013                | EACH OCCURRENCE \$ 10,000,000  |
|  | <input type="checkbox"/> EXCESS LIAB   | <input type="checkbox"/> CLAIMS-MADE                             |          |               |                         |                         | AGGREGATE \$ 10,000,000  |
|  | <input type="checkbox"/> DED   | <input checked="" type="checkbox"/> RETENTION \$ 10,000          |          |               |                         |                         | \$   |
| D  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |  |          | CA201417620   | 1/1/2012                | 1/2/2013                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below                         |  |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|  |  |  |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
**RE:** Lower Mission Creek Flood Control Project Reach 2B, Phase I Santa Barbara. Certificate holder Santa Barbara County Flood Control District, its officers, agents, and employees and The City of Santa Barbara & Their designated representatives, engineers, and officials, agents and employees are included as additional insured as respects to operations performed by the named insured during the current policy period. Primary and Non-Contributory. General Liability includes Cross Liability Clause. \*10 Days Notice of Cancellation for Non-Payment of Premium, 30 Days All Others.

**CERTIFICATE HOLDER**  
 Santa Barbara County Flood Control & Water District  
 123 East Anapamo Street  
 Santa Barbara, CA 93101

**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

**Commercial General Liability**



**LIBERTY SURPLUS INSURANCE CORPORATION**

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

**ENDORSEMENT NO. 2**

---

|                        |                       |
|------------------------|-----------------------|
| <b>Effective Date:</b> | 01/01/2012            |
| <b>Policy Number:</b>  | 1000002547-02         |
| <b>Issued To:</b>      | Lash Construction Inc |

---

**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**

| <b>Name Of Additional Insured Person(s)<br/>Or Organization(s)</b>  | <b>Location(s) Of Covered Operations</b> |
|---|--|
| As required by written contract signed by both parties prior to any "occurrence" in which coverage is sought under this policy. | All locations of covered operations.     |

(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.

**Commercial General Liability**



**Liberty**  
Surplus Insurance  
Corporation  
Member of Liberty Mutual Group

---

**LIBERTY SURPLUS INSURANCE CORPORATION**

(A New Hampshire Stock Insurance Company, hereinafter the "Company")

**ENDORSEMENT NO. 23**

---

|                        |                       |
|------------------------|-----------------------|
| <b>Effective Date:</b> | 01/01/2012            |
| <b>Policy Number:</b>  | 1000002547-02         |
| <b>Issued To:</b>      | Lash Construction Inc |

---

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

**PRIMARY INSURANCE CLAUSE ENDORSEMENT**

To the extent that this insurance is afforded to any additional insured under the policy, such insurance shall apply as primary and not contributing with any insurance carried by such additional insured, as required by written contract.

Nothing herein contained shall be held to waive, vary, alter or extend any condition or provision of the policy other than as above stated.

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## Liberty Surplus Insurance Corporation

A.M. Best #: 012078 NAIC #: 10725 FEIN #: 043390891

Address: 175 Berkeley Street

Boston, MA 02116

United States

Web: [www.libertymutualgroup.com](http://www.libertymutualgroup.com)

Phone: 617-357-9500

Fax: 617-574-5955

Based on A.M. Best's analysis, 051114 - Liberty Mutual Holding Company 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.

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

**Best's Credit Ratings**View all of the [related companies](#) assigned this rating as a single entity.**Financial Strength Rating** [View Definition](#)

**Rating:** A (Excellent)  
**Financial Size Category:** XV (\$2 Billion or greater)  
**Outlook:** Stable  
**Action:** Affirmed  
**Effective Date:** June 16, 2011

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

**Office:** A.M. Best Company  
**Senior Financial Analyst:** W. Dolson Smith, Ph.D., CFA  
**Assistant Vice President:** Michael J. Lagomarsino, CFA

**Issuer Credit Rating** [View Definition](#)

**Long-Term:** a  
**Outlook:** Stable  
**Action:** Affirmed  
**Date:** June 16, 2011

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**AMB Credit Report - Insurance Professional** - includes Best's Financial Strength Rating and rationale along with comprehensive analytical commentary, detailed business overview and key financial data.  
 Report Revision Date: 4/6/2012 (represents the latest significant change).

Historical Reports are available in [AMB Credit Report - Insurance Professional Archive](#).

**Best's Executive Summary Reports (Financial Overview)** - available in three versions, these presentation style reports feature balance sheet, income statement, key financial performance tests including profitability, liquidity and reserve analysis.

**Data Status:** 2012 Best's Statement File - P/C, US Contains data compiled as of 5/18/2012 Quality Cross Checked.

- **Single Company** - five years of financial data specifically on this company.

- **Comparison**

- side-by-side financial analysis of this company with a peer group of up to five other companies you select.

- **Composite**

- evaluate this company's financials against a peer group composite. Report displays both the average and total composite of your selected peer group.

**Best's Key Rating Guide Presentation Report** - includes Best's Financial Strength Rating and financial data as provided in the most current edition of Best's Key Rating Guide products. (Quality Cross Checked).

**AMB Credit Report - Business Professional** - provides three years of key financial data presented with colorful charts and tables. Each report also features the latest Best's Ratings, Rating Rationale and an excerpt from our Business Review commentary.

**Data Status:** Contains data compiled as of 5/18/2012 Quality Cross Checked.

**Financial and Analytical Products**[Best's Key Rating Guide - P/C, US & Canada](#)[Best's Statement File - P/C, US](#)[Best's Statement File - Global](#)[Best's Insurance Reports - P/C, US & Canada](#)[Best's State Line - P/C, US](#)[Best's Insurance Expense Exhibit \(IEE\) - P/C, US](#)[Best's Schedule F \(Reinsurance\) - P/C, US](#)[Best's Schedule P \(Loss Reserves\) - P/C, US](#)[Best's Insurance Reports - Online - P/C, US & Canada](#)



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- Annual Statements
- Quarterly Statements

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- Company Performance & Comparison Data
- Company Enforcement Action

**Composite Complaints Studies**

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- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**LIBERTY MUTUAL INSURANCE COMPANY**

**175 BERKELEY ST  
BOSTON, MA 02116  
800-262-8238**

**Old Company Names**

**Effective Date**

**Agent For Service**

KAREN HARRIS  
C/O CORPORATION SERVICE COMPANY  
2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO CA 95833-3505

**Reference Information**

|                                |                     |
|--------------------------------|---------------------|
| NAIC #:                        | 23043               |
| California Company ID #:       | 1022-3              |
| Date Authorized in California: | 08/30/1929          |
| License Status:                | UNLIMITED-NORMAL    |
| Company Type:                  | Property & Casualty |
| State of Domicile:             | MASSACHUSETTS       |

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**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT 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



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- Contact Information

**Company Information**

**PEERLESS INSURANCE COMPANY**

**175 BERKELEY STREET  
BOSTON, MA 02116  
800-262-8238**

**Old Company Names**

**Effective Date**

**Agent For Service**

KAREN HARRIS  
C/O CORPORATION SERVICE COMPANY  
2710 GATEWAY OAKS DRIVE, SUITE 150N  
SACRAMENTO CA 95833-3505

**Reference Information**

|                                |                     |
|--------------------------------|---------------------|
| NAIC #:                        | 24198               |
| California Company ID #:       | 1234-4              |
| Date Authorized in California: | 06/12/1939          |
| License Status:                | UNLIMITED-NORMAL    |
| Company Type:                  | Property & Casualty |
| State of Domicile:             | NEW HAMPSHIRE       |

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**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT 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
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Select one...

## Peerless Insurance Company

A.M. Best #: 002394 NAIC #: 24198 FEIN #: 020177030

Address: 62 Maple Avenue  
Keene, NH 03431  
[United States](#)

Web: [www.lmac.com](http://www.lmac.com)

Phone: 603-352-3221

Fax: 603-357-4889

Based on A.M. Best's analysis, [051114 - Liberty Mutual Holding Company Inc.](#) is **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure list of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

#### Financial Strength Rating [View Definition](#)

Rating: A (Excellent)  
Financial Size Category: XV (\$2 Billion or greater)  
Outlook: Stable  
Action: Affirmed  
Effective Date: June 16, 2011  
u Denotes [Under Review Best's Rating](#)

#### Best's Credit

Office: A.M. B  
Senior Finan  
Assistant Vic

#### Issuer Credit Rating [View Definition](#)

Long-Term: a  
Outlook: Stable  
Action: Affirmed  
Date: June 16, 2011

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**Best's Executive Summary Reports (Financial Overview)** - available in reports feature balance sheet, income statement, key financial performance reserve analysis.

**Data Status:** 2012 Best's Statement File - P/C, US Contains data compilation

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Select one...

## Great American Insurance Company of NY

A.M. Best #: 002210 NAIC #: 22136 FEIN #: 135539046

Address: 301 E. Fourth St.  
Cincinnati, OH 45202  
[United States](#)

Web: [www.greatamericaninsurance.com](http://www.greatamericaninsurance.com)

Phone: 513-369-5000

Fax: 513-369-3873

Based on A.M. Best's analysis, [058317 - American Financial Group, Inc](#) is the **AM Ultimate Parent** and identifies the topmost entity of the corporate structure. View of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

| Financial Strength Rating                            | <a href="#">View Definition</a>        |
|--|--|
| Rating:  | A (Excellent)                          |
| Financial Size Category:                             | XIII (\$1.25 Billion to \$1.5 Billion) |
| Outlook:   | Positive                               |
| Action:  | Affirmed                               |
| Effective Date:                                      | March 29, 2012                         |
| u Denotes <a href="#">Under Review Best's Rating</a> |  |

### Best's Credit

Office: A.M. B  
Managing Se  
CPCU, ARM  
Vice Preside

| Issuer Credit Rating | <a href="#">View Definition</a> |
|----------------------|---------------------------------|
| Long-Term:           | a+                              |
| Outlook:             | Positive                        |
| Action:              | Affirmed                        |
| Date:                | March 29, 2012                  |

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**COMPANY PROFILE**

**Company Information**

**GREAT AMERICAN INSURANCE COMPANY OF NEW YORK**

**301 E. FOURTH STREET  
CINCINNATI, OH 45202-4201**

| <b>Old Company Names</b>                 | <b>Effective Date</b> |
|--|-----------------------|
| AMERICAN NATIONAL FIRE INSURANCE COMPANY | 06/07/2001            |

**Agent For Service**

NANCY FLORES  
C/O CT CORPORATION SYSTEM  
818 WEST SEVENTH STREET  
LOS ANGELES CA 90017

**Reference Information**

|                                |                     |
|--------------------------------|---------------------|
| NAIC #:                        | 22136               |
| California Company ID #:       | 0651-0              |
| Date Authorized in California: | 10/31/1947          |
| License Status:                | UNLIMITED-NORMAL    |
| Company Type:                  | Property & Casualty |
| State of Domicile:             | NEW YORK            |

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**NAIC Group List**

NAIC Group #: 0084 American Financial 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
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- CREDIT
- FIRE
- LIABILITY
- MARINE
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## Commerce and Industry Insurance Compai

A.M. Best #: 004000 NAIC #: 19410 FEIN #: 131938623

Address: 175 Water Street 18th Floor  
New York, NY 10038  
[United States](#)

Web: [www.chartisinsurance.com](http://www.chartisinsurance.com)

Phone: 212-770-7000

Based on A.M. Best's analysis, [058702 - American International Group, Inc](#) is the **Ultimate Parent** and identifies the topmost entity of the corporate structure. View of [operating insurance entities](#) in this structure.

### Best's Credit Ratings

View all of the [related companies](#) assigned this rating as a single entity.

| Financial Strength Rating                            | <a href="#">View Definition</a> |
|--|---------------------------------|
| Rating:  | A (Excellent)                   |
| Financial Size Category:                             | XV (\$2 Billion or greater)     |
| Outlook:   | Stable                          |
| Action:  | Affirmed                        |
| Effective Date:                                      | January 27, 2012                |
| u Denotes <a href="#">Under Review Best's Rating</a> |                                 |

### Best's Credit

Office: A.M. E  
Managing Se  
CPCU, ARM  
Vice Preside

| Issuer Credit Rating | <a href="#">View Definition</a> |
|----------------------|---------------------------------|
| Long-Term:           | a                               |
| Outlook:             | Stable                          |
| Action:              | Affirmed                        |
| Date:                | January 27, 2012                |

### Reports and News

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**COMPANY PROFILE**

**Company Information**

**COMMERCE AND INDUSTRY INSURANCE COMPANY**  
**175 WATER STREET, 18TH FLOOR**  
**NEW YORK, NY 10038**  
**800-433-8880**

**Old Company Names**

**Effective Date**

**Agent For Service**

KAREN HARRIS  
 C/O CORPORATION SERVICE COMPANY  
 2710 GATEWAY OAKS DRIVE, SUITE 150N  
 SACRAMENTO CA 95833-3505

**Reference Information**

|                                |                     |
|--------------------------------|---------------------|
| NAIC #:                        | 19410               |
| California Company ID #:       | 1553-7              |
| Date Authorized in California: | 08/01/1958          |
| License Status:                | UNLIMITED-NORMAL    |
| Company Type:                  | Property & Casualty |
| State of Domicile:             | NEW YORK            |

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**NAIC Group List**

NAIC Group #: 0012 AMERICAN INTRNL GRP

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