



DOCUMENT 00500  
AGREEMENT

COUNTY OF SANTA BARBARA  
AGREEMENT FOR:  
General Services Project No. 8600  
Northern Branch Jail Phase I, Bid Package 2

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, hereinafter called **COUNTY**, and Spieß Construction Company, Inc., 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 the Project Manual, including, but not limited to, all of the General and Special Conditions and Plans and Specifications, and the Project Construction and Delivery Agreement AB900 Jail Financing Program (PDCA) and the Board of State and Community Corrections Jail Construction Agreement (JCA), provided by COUNTY 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. Copies of all said documents are on file in the Department of General Services Office of the COUNTY and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR shall comply with all Contract Documents and all instructions of the County's Authorized Representative regarding compliance with the Contract Documents.
2. **WORK:** CONTRACTOR agrees, at his/her 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 Contract Documents referred to above, in a good and workmanlike manner to the satisfaction of the Director of General Services of said COUNTY, all in strict accordance with the Contract Documents provided, not limited to but including the Plans and Specifications.
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 1 (800) 227-2600 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 COUNTY of any obligation required of the COUNTY 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 County's Authorized Representative is notified regarding the compliance.
4. **AUTHORIZED REPRESENTATIVES:** The Parties hereby designate the following individuals as their authorized representatives and any notice or consent required or permitted to be given under this Agreement shall be given to the Authorized Representative in accordance with Section 5 below and Document 00700, Article 2.09.  
COUNTY's Authorized Representative (also referred to as the Owner's Authorized Representative) referred to in the Contract Documents is John Green, Project Manager, County of Santa Barbara, 1105 Santa Barbara St., Courthouse East Wing, 2nd Floor, Santa Barbara, California 93101. Changes to the County's Authorized Representative may be made by the Director of General Services after providing written notice to Contractor. CONTRACTOR's Authorized Representative shall be designated in accordance with Document 700, Article 3.07 and Section 01 31 00.2 "Project Management and Coordination" of the Contract Documents.
5. **NOTICE.** Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by electronic transmission, personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To COUNTY: County of Santa Barbara, General Services Department, 1105 Santa Barbara Street, Santa Barbara, CA 93101  
To CONTRACTOR: Spiess Construction Company, Inc. 1110 E. Clark Ave. #210, Santa Maria, CA 93455

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notice section. This Notice section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

6. **PAYMENT:** As full compensation for furnishing all labor, supervision, overhead, materials and equipment and for completing all the work contemplated 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 TWO MILLION NINE HUNDRED ELEVEN THOUSAND SIX HUNDRED FORTY FIVE DOLLARS (\$2,911,645.00), 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 COUNTY, 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 County's Authorized Representative, hereunder. The COUNTY 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.
7. **RIGHT TO AUDIT:** CONTRACTOR shall keep such business records (including, but not limited to, fiscal and Project books, records, documents and other evidence pertinent to the CONTRACTOR's work on the Project and supporting documentation in sufficient detail to permit tracing transactions from the invoices to the financial statements to the accounting 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 three (3) years after the last date on which no Bonds are outstanding for the Project. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the relevant time period set forth in this section, the related records must be retained until the completion of the action and resolution of all issues which arise from it if such date is later than the end of the previously mentioned 3-year period. All business and accounting records shall be kept in accordance with generally accepted accounting principles and in conformance with the requirements of the PDCA, the JCA, and the AB900 Phase II financing program. COUNTY, the State (including, but not limited to, the Board of State Community Corrections, the California Department of Corrections and Rehabilitation, State Public Works Board, Department of General Services, Department of Finance, Bureau of State Audits), the federal government, and any of their designees shall have the right to audit, review, inspect, examine, monitor, copy, except, and transcribe all such documents and records at any time during CONTRACTOR's regular business hours or upon reasonable notice.

In addition, if this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the California State Auditor, at the request of the COUNTY or as part of any audit of the COUNTY, for a period of three (3) years after final payment under the Agreement (Cal. Gov. Code Section 8546.7). CONTRACTOR shall participate in any audits and reviews, whether by COUNTY or the State or the Federal government, at no charge to COUNTY.

If federal, state or COUNTY audit exceptions are made relating to this Agreement, CONTRACTOR shall reimburse all costs incurred by federal, state, and/or COUNTY governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from COUNTY, CONTRACTOR shall reimburse the amount of the audit exceptions and any other related costs directly to COUNTY as specified by COUNTY in the notification.

8. **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 in writing and agreement made of 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 County's Authorized Representative, in accordance with the change order provision in Document 00700, Article 6, in an amount not to exceed \$158,082.00, as provided in Public Contract Code Section 20142. Extra work or changes in excess of \$210,000.00 may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County's Authorized Representative may agree upon appropriate additional time to be allowed as required for such extra work, materials, resolution or changes.
9. **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 Contract Documents conflict with any such law, ordinance or regulation, the CONTRACTOR shall immediately report same to the County's Authorized Representative 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 9364 and Sections 9550 and 9560, inclusive, of the Civil Code of California. CONTRACTOR shall protect and indemnify the County of Santa Barbara, the Board of Supervisors, the Director of General Services, and/or any officer, agent, employee, representatives or volunteer of the COUNTY 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.
10. **PAYMENTS NOT ACCEPTANCE:** No certificate given or payments made under this Contract, except the final retention payment shall be evidence of the performance of this Contract, either wholly or in part, against any claim upon CONTRACTOR. The final retention payment for the work performed under this Contract shall be paid prior to the expiration of the period prescribed by Public Contract Code § 7107 or its successor 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 undisputed contract 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 related to those amounts. In addition to guarantees required elsewhere, CONTRACTOR shall and does hereby guarantee all workmanship and material to be free of defects for a period of one year from and after the date of Substantial Completion determination of the work by the COUNTY, and CONTRACTOR must repair or replace all defective Work, together with any other Work affected by the repair or replacement during said Guarantee period without expense whatsoever to the COUNTY.
11. **PREVAILING WAGE RATES:** CONTRACTOR shall comply with the California Labor Code, including, but not limited to, the payment of prevailing wages when required. The general prevailing wage rates determined by the Director of Industrial Relations, for the county or counties in which the work is to be done, are on file at General Services, Capital Projects Office, 1105 Santa Barbara Street, Santa Barbara, CA 93101. Copies of these general prevailing wage rates shall be made available to any interested party on request. Changes, if any to the general prevailing wage rates will be available at the same location. The prevailing wage rates are also available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/dlsr/pwd>. CONTRACTOR shall post applicable prevailing wage rates at each job site.
12. **REGISTRATION:** No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

13. **CONTRACT DOCUMENTS ACKNOWLEDGED:** CONTRACTOR hereby declares that he/she 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.
14. **TIME FOR COMMENCEMENT, COMPLETION:** CONTRACTOR has one hundred eighty (180) calendar days from the start date in the Notice to Proceed to achieve Final Completion as determined by the COUNTY. As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY and approved by the State, a Notice to Proceed will be issued by the County's Authorized Representative stating the starting date of the Contract Time. The CONTRACTOR shall begin work within ten (10) calendar days of the start date in the Notice to Proceed, unless otherwise provided. Attention is directed to the provisions of this Agreement pertaining to Liquidated Damages for failure to complete the work within the allowed time.
15. **PROJECT ACCESS:** The State, including, but not limited to, the California Department of Corrections and Rehabilitation, the Board of State and Community Corrections, the State Public Works Board, the Department of General Services, the Department of Finance, State Fire Marshal and the Bureau of State Audits, and their representatives, employees, agents, or independent contractors may enter and inspect, observe, and monitor the Site or any portion thereof or any improvements thereon and the Project at any time and from time to time at reasonable times to verify the COUNTY'S compliance with the AB900 Financing Program in compliance with the provisions of the PDCA and the JCA.
16. **SPECIAL CONDITIONS AND CONTRACTOR ADVISEMENTS:**
- CONTRACTOR will practice all due diligence to protect the property, and improvements.
  - California is one of several states in the country with soils that may contain spores known to cause the disease Coccidioidomycosis (sometimes called Valley Fever), which spores may be transmitted through contact with dirt and fugitive dust associated with construction activities. CONTRACTOR and any subcontractors shall take appropriate precautionary measures designed to minimize the exposure of their respective employees and other workers, employees, or personnel who may be present during construction activities.
  - CONTRACTOR is advised that a partial source of financing for this Agreement for construction of the Project is State Financing, and that the COUNTY may not have funds to finance this Agreement for construction independently of the State Financing. CONTRACTOR shall in all ways cooperate with the COUNTY and the State in maintaining a good working relationship. CONTRACTOR shall cooperate as instructed by the County's Authorized Representative in resolving any disputes arising under the JCA or PDCA.
17. **INDEPENDENT CONTRACTOR:** It is mutually understood and agreed that CONTRACTOR (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent contractor as to COUNTY and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control, supervise, or direct the manner or method by which CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions hereof. CONTRACTOR understands and acknowledges that it shall not be entitled to any of the benefits of a COUNTY employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation and protection of tenure. CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating to payment of CONTRACTOR's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

18. **DEBARMENT AND SUSPENSION:** CONTRACTOR certifies to COUNTY that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts. CONTRACTOR certifies that it shall not contract with a subcontractor that is so debarred or suspended.
19. **CONFLICT OF INTEREST:** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by CONTRACTOR. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.
20. **TAXES:** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.
21. **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.
22. **PROGRESS PAYMENT NO WAIVER FOR DELAY:** Any progress payment made after either Substantial Completion or Final Completion will not constitute a waiver of any liquidated damages heretofore agreed upon as part of this Contract.
23. **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 COUNTY. 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.
24. **NON-DISCRIMINATION:** 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 COUNTY by any noncompliance by the CONTRACTOR.
25. **SUBSTITUTION OF MATERIALS, SUBSTITUTION OF SUBCONTRACTORS:** The County Authorized Representative is authorized to act on behalf of the COUNTY in any matters requiring consent, notice or hearing in order to substitute materials or equipment specified or to substitute subcontractors in accordance with the Contract Documents.
26. **LOCAL LABOR:** CONTRACTOR is required to comply with the Construction Local Labor Outreach Program included in Document 00800, Article 5.
27. **LIQUIDATED DAMAGES:** CONTRACTOR has one hundred eighty (180) calendar days from the start date in the Notice to Proceed to achieve Final Completion as determined by the COUNTY. CONTRACTOR is subject to liquidated damages at \$500.00 per day if Final Completion is not achieved within one hundred eighty (180) calendar days following the start date in the Notice to Proceed.

28. **NO PUBLICITY OR ENDORSEMENT:** CONTRACTOR shall not use COUNTY's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. CONTRACTOR shall not use COUNTY's name or logo in any manner that would give the appearance that the COUNTY is endorsing CONTRACTOR. CONTRACTOR shall not in any way contract on behalf of or in the name of COUNTY. CONTRACTOR shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the COUNTY or its projects, without obtaining the prior written approval of COUNTY.
29. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **REMEDIES NOT EXCLUSIVE:** No remedy herein conferred upon or reserved to COUNTY is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.
31. **NO WAIVER OF DEFAULT:** No delay or omission of COUNTY to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to COUNTY shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of COUNTY.
32. **EXECUTION OF COUNTERPARTS:** This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.
33. **AUTHORITY:** All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.
34. **SURVIVAL:** All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.
35. **CONTRACTOR'S LICENSE:** Contractors are required by law to be licensed and regulated by the Contractor's State License Board. Any questions concerning contractor licensing must be referred to the Registrar of the Contractor's State License Board at [www.cslb.ca.gov](http://www.cslb.ca.gov)

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

**COUNTY**

By: \_\_\_\_\_  
PETER ADAM, CHAIR  
BOARD OF SUPERVISORS

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

**ATTEST:**

MONA H. MIYASATO  
COUNTY EXECUTIVE OFFICER  
CLERK OF THE BOARD

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

**CONTRACTOR:**

SPIESS CONSTRUCTION CO., INC.  
Contractor's License No. 333989  
License Class:A,B,C33,C27,  
License Exp. Date: 5/31/2018

By:   
Scott A. Coleman, President

**APPROVED AS TO FORM:**

MICHAEL C. GHIZZONI  
COUNTY COUNSEL

By: \_\_\_\_\_  
Deputy County Counsel

**APPROVED AS TO ACCOUNTING FORM:**

THEODORE A. FALLATI, CPA  
AUDITOR-CONTROLLER

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

**APPROVED AS TO FORM:**

RAY AROMATORIO, ARM, AIC  
RISK MANAGER

By: \_\_\_\_\_  
Risk Manager

**RECOMMENDED FOR APPROVAL:**

MATTHEW P. PONTES  
DIRECTOR OF GENERAL SERVICES

By: \_\_\_\_\_  
Department Head

**END OF DOCUMENT 00500**

**DOCUMENT 00621**  
**CONTRACTORS CERTIFICATION**  
**Regarding**  
**WORKER'S COMPENSATION**

Contract with the County of Santa Barbara for the construction of:

PROJECT TITLE: Northern Branch Jail Project, Phase 1, Bid Package 2

PROJECT NO.: 8600

Labor Code § 3700:

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

- (a) By being insured against liability to pay compensation by one or more insurers, duly authorized to write compensation insurance in this State.
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
- (c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702.

I am aware of the provisions of § 3700 of the Labor Code that 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, I will comply with such provisions before commencing the performance of the Work of this Contract.

Dated: June 21, 2016

Spieß Construction Co., Inc.

(Contractor)

By



Scott A. Coleman, President

(Official Title)

(Labor Code § 1861 requires that this Contractor certification must be signed and filed by the Contractor with the public agency prior to performing any Work.)

**END OF DOCUMENT 00621**





# CERTIFICATE OF LIABILITY INSURANCE

21620

DATE (MM/DD/YYYY)

6/1/2016

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

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

PRODUCER ABD Insurance & Financial Services Attn: Construction Department 3 Waters Park Drive, Building 3, Suite 100 San Mateo, CA 94403  www.theabdteam.com	CONTACT NAME: Construction Certs	
	PHONE (A/C, No., Ext): 650-488-8565 FAX (A/C, No): 650-488-8566 E-MAIL ADDRESS: ConstructionCertRequest@theabdteam.com	
INSURED Spiess Construction Co., Inc. PO Box 2849 Santa Maria CA 93457	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Starr Indemnity & Liability Company	38318
	INSURER B : Endurance Risk Solutions Assurance Co	43630
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES CERTIFICATE NUMBER: 30209577 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"/> Contractual Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	1000025434151	9/1/2015	9/1/2016	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
A	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	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	SISIPCA08304315	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EXC10007701200	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	1000001459	10/1/2015	10/1/2016	<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)

SCCI Job #21620 County of Santa Barbara Northern Branch Jail Phase 1-COSB #8600-Offsite OCIP activities only, except Auto provides both on & off-site. County of Santa Barbara, and members of the Board of Supervisors of the County of Santa Barbara, and the officers, agents and employees of the County of Santa Barbara, individually and collectively, are additional insureds as respects to the General Liability policy per attached forms. Coverage is primary and non-contributory to any other insurance purchased by the Additional Insureds. Waiver of subrogation applies to policies per attached forms.

## CERTIFICATE HOLDER

## CANCELLATION

County of Santa Barbara General Services Capital Projects Office 1105 Santa Barbara Street Santa Barbara CA 93101	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  Rod Sockolov

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ACORD 25 (2016/03)

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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## ADDITIONAL INSURED- OWNERS, LESSEES, OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

**Policy Number:** **Effective Date:** at 12:01 A.M.  
**Named Insured:**

1000025434151

*This endorsement modifies insurance provided under the following:*

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

### SCHEDULE

NAME OF PERSON OR ORGANIZATION: Where required by written contract

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

A. SECTION II -WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. -Exclusions, is amended to include the following additional exclusion;

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 site 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.



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

All other terms and conditions remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

  
\_\_\_\_\_  
Charles H. Dangelo, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

**Policy Number:** 1000025434151      **Effective Date:** 9/1/2015      at 12:01 A.M.  
**Named Insured:** Spiess Construction Co., Inc.

*This endorsement modifies insurance provided under the following:*

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM SCHEDULE

**NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:** Where required by written contract

**LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:** Where required by written contract

**ADDITIONAL PREMIUM:** Where required by written contract


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


**SECTION II - WHO IS AN INSURED** is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "your work" 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".

All other terms and conditions remain unchanged.

Signed for STARR INDEMNITY & LIABILITY COMPANY

  
\_\_\_\_\_  
Charles H. Dangelo, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel

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# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

OG 185 (04/12)

Page 2 of 2

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**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

## Primary and Non-Contributory Condition

**Policy Number:** 1000025434151      **Effective Date:** 9/1/2015      at 12:01 A.M.  
**Named Insured:** Spiess Construction Co., Inc.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. SECTION IV – CONDITIONS, condition 4. Other Insurance** is amended as follows:


1. The following is added to paragraph 4.a. of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Signed for **STARR INDEMNITY & LIABILITY COMPANY**

  
\_\_\_\_\_  
Charles H. Dangelo, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel

## 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:**

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of 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.

## CANCELLATION NOTICE

<b>NAMED INSURED</b>  Spiess Construction Co., Inc. PO Box 2849 Santa Maria CA 93457	<b>Cancellation terms apply to the following:</b>  Policy No. 1000025434151  Eff: 9/1/2015
--	--

**CERTIFICATE HOLDER NAME & ADDRESS:**

County of Santa Barbara  
General Services  
Capital Projects Office  
1105 Santa Barbara Street  
Santa Barbara CA 93101

**PROJECT:**

SCCI Job #21620 County of Santa Barbara Northern Branch Jail Phase 1-COSB #8600-Offsite OCIP activities only,  
except Auto provides both on & on-site.

**Cancellation Terms:**

IN ADDITION TO THE NOTICE PROVISIONS IN THE POLICY, ABD HAS AGREED WITH THE CARRIER THAT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, ABD WILL SEND WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITHIN **30** DAYS EXCEPT **10** DAYS FOR NONPAYMENT OF PREMIUM.





# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

## **INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSURED**

**Policy Number:** SISIPCA08304315      **Effective Date:** 9/1/2015      at 12:01 AM  
**Named Insured:** Spiess Construction Co., Inc.

This policy is amended as follows:

### **BUSINESS AUTO COVERAGE FORM**

**Section IV – Business Auto Conditions, B., General Conditions, 5., Other Insurance, c.,** is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

  
\_\_\_\_\_  
Charles H. Dangelo, President

  
\_\_\_\_\_  
Nehemiah E. Ginsburg, General Counsel

SICA 1017 (02/12)

Page 1 of 1

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

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

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

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

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

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

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b></p> <p>Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

## CANCELLATION NOTICE

<b>NAMED INSURED</b>  Spiess Construction Co., Inc. PO Box 2849 Santa Maria CA 93457	<b>Cancellation terms apply to the following:</b>  Policy No. SISIPCA08304315  Eff: 9/1/2015
--	--

**CERTIFICATE HOLDER NAME & ADDRESS:**

County of Santa Barbara  
General Services  
Capital Projects Office  
1105 Santa Barbara Street  
Santa Barbara CA 93101

**PROJECT:**

SCCI Job #21620 County of Santa Barbara Northern Branch Jail Phase 1-COSB #8600-Offsite OCIP activities only,  
except Auto provides both on & off-site.

**Cancellation Terms:**

IN ADDITION TO THE NOTICE PROVISIONS IN THE POLICY, ABD HAS AGREED WITH THE CARRIER THAT SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, ABD WILL SEND WRITTEN NOTICE TO THE CERTIFICATE HOLDER WITHIN 30 DAYS EXCEPT 10 DAYS FOR NONPAYMENT OF PREMIUM.

**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 \_\_\_\_\_ of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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: 10/1/2015

Policy No.: 1000001459

Endorsement No.:

Insured:

Premium:

Spiess Construction Co., Inc.

Insurance Company:

Countersigned by: \_\_\_\_\_

Starr Indemnity & Liability Company

**WC 04 03 06**

(Ed. 04-84)

DOCUMENT O0622  
 COUNTY OF SANTA BARBARA SPECIAL ENDORSEMENT

<b>Mail completed certification to:</b> County of Santa Barbara Clerk of the Board  <b>Attn:</b>  <b>Department:</b> County of Santa Barbara  <b>Address:</b> (Insert Address)  <b>Contract No.:</b> <b>Description:</b>		<b>Department:</b>  1. Complete address block to the left.  2. When completed certificate is returned, review and send the following to Finance / Controller. a. Signed and completed certificate. b. Copy of insurance requirements and hold harmless clause from the contract.  3. If agreement is a Board approved contract, send a copy of the above (2a and b) to the Clerk of the Board.			
This certification is issued as a matter of information only and confers no right upon the policy holder, and does not amend, extend or alter the coverage afforded by the policies. This to certify that the policies of insurance listed below have been issued to the insured named below 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 insured or may pertain the insurance afforded by the policies described herein is subject to all terms, exclusions and conditions of such policies.					
<b>PRODUCER:</b>		<b>COMPANIES AFFORDING COVERAGE</b>			
		Company A			
		Company B			
<b>INSURED:</b>		Company C			
		Company D			
Co. Ltr.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONT PROT _____				GENERAL AGGREGATE \$ _____ PROD-COMP/OP AGG \$ _____ PERS & ADV INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE \$ _____ (Any one fire) MED EXPENSE \$ _____ (Any one person)
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS _____				COMBINED SINGLE LIMIT \$ _____  BODILY INJURY \$ _____ (Per person) BODILY INJURY \$ _____ (Per accident) PROPERTY DAMAGE \$ _____
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO _____				AUTO ONLY, EACH ACC \$ _____ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ _____ AGGREGATE \$ _____
	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____  AGGREGATE \$ _____
	<b>WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY</b>  THE PROPRIETOR / PARTNERS/ INCL. EXECUTIVE OFFICERS ARE: EXCL.				<b>STATUTORY LIMITS</b>  EACH ACCIDENT \$ _____ DISEASE-POLICY LIMIT \$ _____ DISEASE-EMPLOYEE \$ _____
<b>OTHER</b>					
CERTIFICATE HOLDER COUNTY OF SANTA BARBARA (Insert Address)		DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS			
		AUTHORIZED REPRESENTATIVE			

Unless specifically excluded, the following endorsements are issued to, and form a part of, the policy number(s) shown below, and are effective on the date indicated at 12:01a.m. Standard Time as stated in the policy.

a. Additional Insured Endorsement:

Insurance afforded by this policy shall also apply to the County of Santa Barbara, and members of the Board of Supervisors of the County of Santa Barbara, and the officers, agents, and employees of the County of Santa Barbara, individually and collectively, as additional insureds. Such insurance shall also apply to any municipality in which the Work occurs and they shall be named on the policy as additional insured (if applicable).

b. Primary Insurance Endorsement:

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by the County of Santa Barbara, its officers, agents, and employees shall be excess only and not contributing with insurance provided under this policy.

c. Notice of Cancellation or Change of Coverage Endorsement:

Insurance afforded by this policy shall not be canceled or changed so as to no longer meet the specified County insurance requirements without 30 days' prior written notice of such cancellation or change being delivered to the County of Santa Barbara.

d. Contractual Liability Endorsement:

Insurance afforded by this policy shall apply to liability assumed by the insured under written contract with the County of Santa Barbara.

e. X C & U (Explosion, Collapse and Underground) Endorsement:

Insurance afforded by this policy provides X, C and U Hazards coverage.

Name of Insured _____	Effective Date of Endorsement _____
Insuring Company _____	Policy Number _____
Insuring Company _____	Policy Number _____

Signature of Authorized Representative: \_\_\_\_\_ Date: \_\_\_\_\_

**Send completed certificate to the Owner's Authorized Representative, General Services, Capital Projects Office, 1105 Santa Barbara Street, Santa Barbara, CA 93101.**

**END OF DOCUMENT 00622**

**DOCUMENT 00611  
PERFORMANCE BOND FORM**

Bond #106483503  
Premium: \$20,936.00

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Spieß Construction Company, Inc. (hereinafter referred to as Principal) have by written agreement dated June 21, 2016, entered into a contract identified as:

**County of Santa Barbara  
Northern Branch Jail Project Phase I Bid Package 2  
County Project No. 8600**

(hereinafter referred to as the Contract) and incorporated herein by reference; and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, 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 County and the State of California (hereinafter referred to as State) in the amount of \$2,911,645.00, lawful money of the United States, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

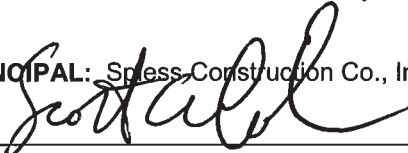
THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal, his/her heirs, executors, administrators, successors, or assigns, shall perform all of the covenants, conditions and provisions in said Contract and any alteration thereof made as therein provided, on his/her or their part, to be kept and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

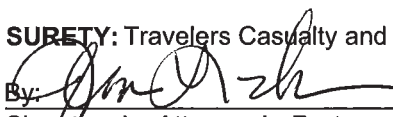
And the said Surety, for value received, hereby agrees that no change, extension of time, alteration, deletion, or addition to the terms of the Contract, or to the work to be performed thereunder, or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, deletion, 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 County and/or the State and judgment is recovered, Surety shall pay all costs incurred by the County and/or State in such suit, including a reasonable attorney's fee to be fixed by the court, even if payment in full of those costs causes Surety's obligation to exceed the stated amount of this bond.

**PERFORMANCE BOND (CONT'D)**

Death, illness, bankruptcy, receivership, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

**IN WITNESS WHEREOF** this instrument has been duly executed by the Principal and Surety above named on the 27th day of May, 2016.

**PRINCIPAL:** Spless Construction Co., Inc.  
  
\_\_\_\_\_  
Signature  
SCOTT A. COLEMAN  
\_\_\_\_\_  
Name  
PRESIDENT  
\_\_\_\_\_  
Title  
P.O. Box 2849  
\_\_\_\_\_  
Address  
Santa Maria, CA 93457  
\_\_\_\_\_  
City, State & Zip Code  
  
\_\_\_\_\_  
Dated

**SURETY:** Travelers Casualty and Surety Company of America  
  
By: \_\_\_\_\_  
Signature by Attorney-In-Fact  
Jean L. Neu  
\_\_\_\_\_  
Name  
Attorney-in-Fact  
\_\_\_\_\_  
Title  
100 California Street, Suite 300  
\_\_\_\_\_  
Address  
San Francisco, CA 94111  
\_\_\_\_\_  
City, State & Zip Code  
  
May 27, 2016  
\_\_\_\_\_  
Dated

Surety's Agent for Service of Process (located within the State of California):

ABD Insurance & Financial Services  
\_\_\_\_\_  
Name of Agent  
  
5448 Thornwood Drive  
\_\_\_\_\_  
Address  
  
San Jose, CA 95123  
\_\_\_\_\_  
City, State & Zip Code  
  
408-684-8379  
\_\_\_\_\_  
Telephone Number  
  
408-363-0287  
\_\_\_\_\_  
FAX Number

NOTE: Corporate seals of Principal and Surety must be attached.  
Signature of those executing for Surety must be properly acknowledged.



(See Attached California Notary Acknowledgment for Surety)

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 SANTA BARBARA )    ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
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.

(SEAL)

**WITNESS MY HAND AND OFFICIAL SEAL:**

\_\_\_\_\_  
Notary Public for the State of California

**END OF DOCUMENT 00611**

**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 Santa Barbara

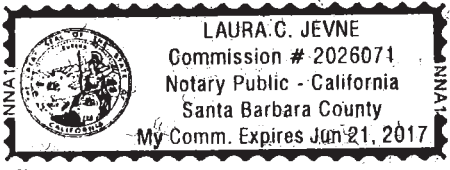
On June 6, 2016 before me, Laura C. Jevne, Notary Public  
(insert name and title of the officer)

personally appeared Scott A. Coleman  
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 *Laura Jevne*



(Seal)

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara)

On MAY 27 2016 before me, Erin Bautista, Notary Public  
(insert name and title of the officer)

personally appeared Jean L. Neu,  
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 *Erin Bautista* (Seal)





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. 230492

Certificate No. 006672648

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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

H. Michael Vreeburg, Stephen Leveroni, Bryan D. Martin, Jean L. Neu, Erin Bautista, and Scott Gaddy

of the City of San Mateo, 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 16th day of February, 2016.

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]
Robert L. Raney, Senior Vice President

On this the 16th day of February, 2016, before me personally appeared Robert L. Raney, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of MAY 27 2016, 20 \_\_\_\_\_.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

DOCUMENT 00612  
PAYMENT BOND FOR PUBLIC WORKS

Bond #106483503  
Premium: Incl. in Performance Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Spieß Construction Company, Inc. (hereinafter referred to as Principal) have by written agreement dated June 21, 2016, entered into a contract identified as:

**County of Santa Barbara  
Northern Branch Jail Project Phase I Bid Package 2  
County Project No. 8600**

(hereinafter referred to as the Contract) and incorporated herein by reference; 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 County 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 County and the State of California (hereinafter referred to as State) in the amount of \$2,911,645.00, lawful money of the United States, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his/her or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any prevailing wages due and penalties incurred pursuant to Sections 1774, 1775, 1813 and 1815 of the California Labor Code, or any amounts required to be deducted or withheld from the wages of employees of the Principal and its subcontractors for payment to the United States Government and/or to the State Franchise Tax Board with respect to such work and labor, then said Surety will pay for the same, in an amount not to exceed the amount set forth herein except as provided below.

This bond shall insure to the benefit of any and all persons, entities, companies and corporations named or referred to in Section 9100 of the California Civil Code, so as to give a right of action to them or their assign in any suit brought upon this bond.

And the said Surety, for value received, hereby agrees that no change, extension of time, alteration, deletion, 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, deletion, 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 County and/or State and judgment is recovered, Surety shall pay all costs incurred by the County and/or State in such suit, including a reasonable attorney's fee to be fixed by the court, even if payment in full of those costs causes Surety's obligation to exceed the stated amount of this bond.

**PAYMENT BOND (CONT'D)**

Death, illness, bankruptcy, receivership, disability or disqualification of the Principal shall not relieve Surety of its obligations hereunder.

**IN WITNESS WHEREOF** this instrument has been duly executed by the Principal and Surety above named on the 27th day of May, 2016.

**PRINCIPAL:** Spiess Construction Co., Inc.

Signature

SCOTT A. COLEMAN

Name

PRESIDENT

Title

P.O. BOX 2849

Address

SANTA MARIA, CA 93457

City, State & Zip Code

Dated

**SURETY:** Travelers Casualty and Surety Company of America

Signature by Attorney-In-Fact

Jean L. Neu

Name

Attorney-in-Fact

Title

100 California Street, Suite 300

Address

San Francisco, CA 94111

City, State & Zip Code

May 27, 2016

Dated

Surety's Agent for Service of Process (located within the State of California):

ABD Insurance & Financial Services

Name of Agent

5448 Thornwood Drive

Address

San Jose, CA 95123

City, State & Zip Code

408-684-8379

Telephone Number

408-363-0287

FAX Number

NOTE: Corporate seals of Principal and Surety must be attached.  
Signature of those executing for Surety must be properly acknowledged.

(See Attached California Notary Acknowledgment for Surety)

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 SANTA BARBARA )    ss.

On \_\_\_\_\_, before me, \_\_\_\_\_,  
personally appeared \_\_\_\_\_,  
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.

(SEAL)

**WITNESS MY HAND AND OFFICIAL SEAL:**

\_\_\_\_\_  
Notary Public for the State of California

**END OF DOCUMENT 00612**



**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 Santa Barbara )

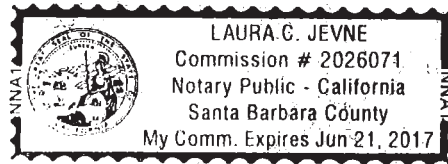
On June 6, 2016 before me, Laura C. Jevne, Notary Public  
(insert name and title of the officer)

personally appeared Scott A. Coleman  
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 Laura Jevne (Seal)



## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Santa Clara )

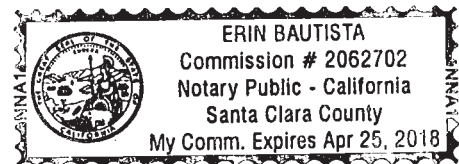
On MAY 27 2016 before me, Erin Bautista, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)





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. 230492

Certificate No. 006672647

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, 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 are corporations duly organized under the laws of the State of Connecticut, 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

H. Michael Vreeburg, Stephen Leveroni, Bryan D. Martin, Jean L. Neu, Erin Bautista, and Scott Gaddy

of the City of San Mateo, 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 16th day of February, 2016.

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]
Robert L. Raney, Senior Vice President

On this the 16th day of February, 2016, before me personally appeared Robert L. Raney, 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, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors 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, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, 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 do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

MAY 27 2016

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

*Kevin E. Hughes*  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.