

## DOCUMENT 00520

## AGREEMENT

THIS AGREEMENT is made for the convenience of the parties this 16th day of October, 2012 by and between Delta Star, Inc., located at 3550 Mayflower Drive, Lynchburg, VA 24501 ("CONTRACTOR"), and the City and county of San Francisco, State of California (the "CITY"), acting through the General Manager (the "GENERAL MANAGER") of the San Francisco Public Utilities Commission (the "SFPUC"), under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

WHEREAS, on the 6th day of September, 2012 the GENERAL MANAGER, in accordance with Section 6.60 of the San Francisco Administrative Code, declared an emergency to investigate and appropriately repair a rockfall near Mountain Tunnel on South Fork Adit Road; and

WHEREAS, the Declaration of Emergency was approved by the President of the San Francisco Public Utilities Commission on October 10, 2012, a copy of the Declaration is attached hereto; and

WHEREAS, the CITY retained the CONTRACTOR to perform the emergency work described above; and

WHEREAS, the San Francisco Public Utilities Commission issued a Notice to Proceed to CONTRACTOR on May 4, 2012 for

**Holm Transformer Repair  
Contract No. HH-964(E) (Not To Exceed \$732,517)**

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

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

**ARTICLE 1 - WORK**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Document 00700). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Document 00700).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents, including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**1.03 Compliance with Laws.**

- A. CONTRACTOR shall keep itself fully informed of and comply with the Charter, ordinances and regulations of the CITY and other local agencies having jurisdiction over the Work, and all federal and state laws and regulations in any manner affecting the Contract Documents, the performance of the Work, or those persons engaged therein.
- B. All construction and materials provided under the Contract Documents shall be in full accordance with the latest laws and requirements, or the same as may be amended, updated or supplemented from time to time, of the Code specified in the Contract Documents, Americans with Disability Act Accessibility Guidelines, CAL-OSHA, the State Division of Industrial Safety of the Department of Industrial Relations, the Division of the State Architect – Access Compliance, the Public Utilities Commission of the State of California, the State Fire Marshal, the National Fire Protection Association, the San Francisco Department of Public Health, state and federal laws and regulations, and of other bodies or officials having jurisdiction or authority over same, and they shall be observed and complied with by CONTRACTOR and any and all persons, firms and corporations employed by or under it.
- C. Authorized persons may at any time enter upon any part of the Work to ascertain whether such laws, ordinances, regulations or orders are being complied with.
- D. No additional costs will be paid or extensions of time granted as a result of such compliance.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. The Work shall be Substantially Complete within 120 days, beginning with and including the official date of Notice to Proceed as established by the GENERAL MANAGER, and Finally Complete in accordance with Article 9 of the General Conditions (Document 00700) within 10 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Liquidated Damages. It is understood and agreed by and between CONTRACTOR and the CITY that time is of the essence in all matters relating to the Contract Documents and that the CITY will suffer financial loss if the Work is not completed within the above-stated Contract Times, plus any extensions thereof allowed in accordance with Article 7 of the General Conditions (Document 00700). The CITY and CONTRACTOR further understand and agree that the actual cost to CITY which would result from CONTRACTOR's failure to complete the Work within the Contract Time is extremely difficult, if not impossible, to determine. Accordingly, CONTRACTOR and the CITY agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay the CITY the amounts set forth in Document 00802 (Contract Time and Liquidated Damages) for each calendar day that expires after the above Contract Times and the Work remains incomplete.

**ARTICLE 3 – CONTRACT SUM****3.01 Contract Sum.**

- A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices (Document 00410):
  - 1. Lump sums for specified portions of the Work.
  - 2. The total of all Unit Price Items bid.
  - 3. The allowance(s) specified.

## 4. Selected additive/deductive Alternate Bid Items.

Total awarded contract amount: Not to Exceed Seven Hundred Thirty Two Thousand Five Hundred and Seventeen Dollars (\$732,517)

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

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

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

**ARTICLE 4 – LABOR REQUIREMENTS**

- 4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E).

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

- A. Copies of the latest prevailing wage rates are on file at the San Francisco Public Utilities Commission, City and County of San Francisco, Contract Administration Bureau, 525 Golden Gate Avenue, 8<sup>th</sup> Floor, San Francisco, CA 94102.

- 4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

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

**ARTICLE 5 – INDEMNITY (Not used)**

See Article 3 of the General Conditions (Document 00700)

#### ARTICLE 6 – RIGHTS AND REMEDIES

- 6.01 General. The provisions of the Contract Documents shall not limit the duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act shall in any way abridge the rights and obligations of the Parties to the Contract Documents, or condone a breach thereunder, unless expressly agreed to by the Parties in writing. All remedies provided in the Contract Documents shall be taken and construed as cumulative; that is, in addition to each and every other remedy herein provided, the CITY shall have any and all equitable and legal remedies that it would in any case have.
- 6.02 No Waiver. No waiver of any breach of any provision of the Contract Documents shall be held to be a waiver of any other or subsequent breach. The only waiver by the CITY shall be a waiver in writing that explicitly states the item or right being waived.
- 6.03 CITY's Remedies for False Claims and Other Violations. The Contractor or any Subcontractor or Supplier who fails to comply with the terms of this AGREEMENT, who violates any provision of Chapter 6 of the Administrative Code or rules and regulations adopted per that Chapter, who submits false claims, or who violates against any governmental entity a civil or criminal law relevant to its ability to perform under or comply with the terms and conditions of the AGREEMENT, may be subject to monetary penalties and may be declared an irresponsible bidder and debarred by operation of statute. (San Francisco Administrative Code section 6.80, et seq.) The Contractor shall include in each subcontract and purchase order for Work a clause incorporating the provisions of this Paragraph 6.03.

#### ARTICLE 7 – RESOLUTION OF CONFLICTING TERMS

- 7.01 The Contract Documents and any other agreements between the Parties relating to the Project are intended to be read together and integrated as a whole, and shall be construed and interpreted in a manner so as to avoid any conflicts to the extent possible. Supplementary provisions in the Contract Documents shall not be deemed to be in conflict. It is expressly agreed by and between CONTRACTOR and the CITY that should there be any conflict between the terms of this AGREEMENT and the Bid of CONTRACTOR, then this AGREEMENT shall control and nothing herein shall be considered as an acceptance of any terms of the Bid which conflict with this AGREEMENT.

#### ARTICLE 8 – GOVERNING LAW AND VENUE

- 8.01 Governing Law. The Contract Documents shall be interpreted in accordance with the laws of the State of California and the provisions of the CITY's Charter and Administrative Code, including but not limited to Chapter 6 of the San Francisco Administrative Code, which is incorporated by this reference as if set forth herein in full.
- 8.02 Venue. All Claims, counter-claims, disputes and other matters in question between the CITY and CONTRACTOR arising out of or relating to this AGREEMENT or its breach will be decided by a court of competent jurisdiction within the State of California.

#### ARTICLE 9 – NOTICES TO PARTIES

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

To CITY: Contact the designated City Representative

To CONTRACTOR: Delta Star, Inc.  
 (Contractor's name)  
270 Industrial Road, San Carlos, CA 94070  
 (Contractor's mailing address)  
Xiomara Reyes, Contracts Admin.  
xiomara@delstastar.com  
 (Contractor's e-mail address)  
650-593-0733  
 (Contractor's fax no.)

- 9.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.
- 9.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

**ARTICLE 10 – PROPRIETARY OR CONFIDENTIAL INFORMATION OF CITY**

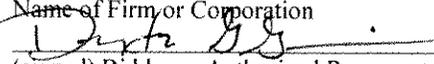
10.01 CONTRACTOR understands and agrees that, in the performance of the Work under this AGREEMENT or in contemplation thereof, CONTRACTOR may have access to private or confidential information which may be owned or controlled by CITY and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to CITY. CONTRACTOR agrees that all information disclosed by CITY to CONTRACTOR shall be held in confidence and used only in performance of the AGREEMENT. CONTRACTOR shall exercise the same standard or care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

**ARTICLE 11 – TERMINATION**

11.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Document 00700).

**[Emergency Contracts Only]**

Executed on Feb. 21, 2013  
650-508-2850  
 Telephone Number  
N/A  
 S.F. Business Tax Registration Certificate Number

Delta Star, Inc.  
 Name of Firm or Corporation  
  
 (signed) Bidder or Authorized Representative  
Corporate Contracts Manager  
 Position in Firm or Corporation  
270 Industrial Rd, San Carlos, CA 94070  
 Address of Firm or Corporation Zip Code  
N/A  
 Contractor's California License No.  
N/A  
 License Expiration Date

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

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in Document 00822, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

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

Delta Star, Inc.  
Principal  
By: [Signature]  
Corporate Contracts Manager  
Title

CITY  
Awarded:

By: [Signature]  
General Manager, San Francisco Public Utilities  
Commission

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By: [Signature]  
Deputy City Attorney

END OF DOCUMENT



# San Francisco Water Power Sewer

Operator of the Hetch Hetchy Regional Water System

Post Office Box 160  
Moccasin, CA 95347  
T 209.989.2000  
F 209.989.2104

Junction of Hwy 49 and Hwy 120

September 6, 2012

## INTER-OFFICE MEMORANDUM

TO: Anson Moran  
President

FROM: Ed Harrington *Ed Harrington*  
General Manager

SUBJECT: Declaration of Emergency – Repair of HHP facilities:  
Failure of Two Transformers at Holm Powerhouse on Unit 1

In accordance with Chapter 6, Article IV, Section 6.60(D) of the Administrative Code of the City and County of San Francisco, I am declaring an emergency on behalf of the Public Utilities Commission.

On July 31, 2012 the HHP Holm Powerhouse Unit 1 (HPH1) tripped off-line. The alarm from the unit indicated a sudden pressure change on the transformer bank. There are three transformers in the transformer bank: Phase A, Phase B and Phase C. Due to the type of alarm, Holm Unit 1 was taken out-of-service and technicians were called to investigate prior to putting the unit back in-service.

On August 1, 2012 HHP crews performed oil tests on the transformer bank and detected combustible gasses "trapped" in the oil on phases A and C. Tested biannually, the combustible gasses had increased from 88 parts per million (ppm) on April 20, 2012 to 9197 ppm on August 1, 2012. Combustible gasses in Phase C were at 1061 ppm. Institute of Electrical and Electronics Engineers standards<sup>1</sup> recommend combustible gasses less than 720 ppm for continued use. Potential consequences of returning a transformer to service with high combustible gasses could be explosion of the transformer. Potential explosion of the transformer represents an unacceptable threat to employee safety and a risk of an oil spill into Cherry Creek.

HHP required assistance from an outside vendor to determine the cause of the increased gasses. The vendor mobilized on September 4, 2012 and determined that the transformer insulation had deteriorated in Phase A and Phase C and must be replaced.

This request for emergency declaration is for resources to perform the repair work beyond the capabilities of City forces as soon as possible and is not anticipated to exceed \$1.5 million.

Edwin M. Lee  
Mayor

Anson Moran  
President

Art Torres  
Vice President

Ann Muller Caen  
Commissioner

Francesca Victor  
Commissioner

Vince Courtney  
Commissioner

Ed Harrington  
General Manager

<sup>1</sup> IEEE standard C57.104-2008, Section 5, Table 2.



Declaration of Emergency  
Holm Powerhouse Unit 1 Transformer Repair  
September 6, 2012  
Page 2 of 2

I am therefore declaring the existence of an emergency. I trust that this meets with your concurrence and approval.

CONCUR AND APPROVE:



---

Anson Moran – President,  
San Francisco Public Utilities Commission

cc:

A. Torres  
V. Courtney  
C. Sperry

A. Moller Caen  
S. Ritchie  
Mocc File

F. Vietor  
M. Hannaford



DOCUMENT 00610

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

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

Delta Star, Inc. , located at 3550 Mayflower Drive, Lynchburg, VA 24501

hereinafter designated as the "Principal", a Contract for:

**HOLM TRANSFORMER REPAIR**

**Contract No. HH-964(E) (NOT TO EXCEED \$732,517)**

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

NOW, THEREFORE, we the Principal and  
Platte River Insurance Company

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

(PERFORMANCE BOND)  
(\$521,465.07) Five Hundred Twenty One Thousand,  
Four Hundred Sixty Five Dollars 07/100 and (PAYMENT BOND)  
(\$521,465.07) Five Hundred Twenty One Thousand,  
Four Hundred Sixty Five Dollars 07/100

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

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the

City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractor or subcontractors, shall fail to pay for any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done, or for any work or labor thereon of any kind, or for amounts due the Unemployment Insurance Act with respect to such work or labor, then the surety of this Bond will pay for same, in an amount not exceeding the sum specified in this Bond, and in case suit is brought upon this Bond will also pay a reasonable attorney's fee, to be fixed by the Court.

This Bond shall inure to the benefit of any and all persons, companies, corporations, political subdivisions and state agencies, entitled to file claims under the provisions of California Civil Code section 3247 et seq.

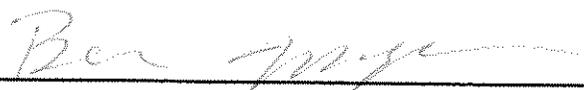
And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same and no inadvertent overpayment of progress payments shall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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 21st day of February, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

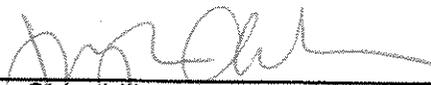
Approved as to form:  
Dennis J. Herrera  
City Attorney

By:   
Deputy City Attorney

Principal Delta Star, Inc.

By:   
Ben Magana, Operations Manager

Surety Platte River Insurance Company

By:   
Tanya Chinchilla, Attorney-in-Fact

END OF DOCUMENT

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Contra Costa }

On February 21, 2013 before me, Lisa M. Lucas, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Tanya Chinchilla  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) 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 Lisa M. Lucas  
Signature of Notary Public, Lisa M. Lucas

## 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: \_\_\_\_\_

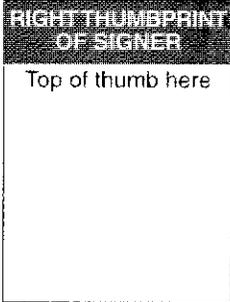
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

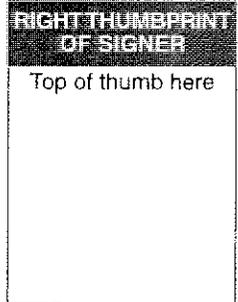
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41269654

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

LISA M. LUCAS; WILLIAM PHILLIPS, JR.; D. RICHARD STINSON; TANYA CHINCHILLA

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices to the business of the Corporation; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power-of-attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 2nd day of May, 2013.

Attest:

*Richard W. Allen III*

Richard W. Allen III  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

*David F. Pauly*

David F. Pauly  
CEO & President

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.

On the 2nd day of May, 2013 before me personally came David F. Pauly, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Dane, State of Wisconsin; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.



*Daniel W. Krueger*

Daniel W. Krueger  
Notary Public, Dane Co., WI  
My Commission Is Permanent

STATE OF WISCONSIN }  
COUNTY OF DANE } S.S.

CERTIFICATE

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 21<sup>st</sup> day of February 2013



*Alan S. Ogilvie*

Alan S. Ogilvie  
Secretary

THIS DOCUMENT IS NOT VALID UNLESS PRINTED ON GREEN SHADED BACKGROUND WITH A RED SERIAL NUMBER IN THE UPPER RIGHT HAND CORNER. IF YOU HAVE ANY QUESTIONS CONCERNING THE AUTHENTICITY OF THIS DOCUMENT CALL 800-475-4450.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/07/2013

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).

<b>PRODUCER</b> Riggs, Counselman, Michaels & Downes 4200 Innslake Drive Suite 303 Glen Allen, VA 23060 (804) 237-5900	<b>CONTACT NAME:</b> Iris Michaelian <b>PHONE (A/C, No, Ext):</b> 804-237-5932 <b>E-MAIL ADDRESS:</b> imichaelian@rcmd.com	<b>FAX (A/C, No):</b> 804-237-5901
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Delta Star Inc 270 Industrial Rd. San Carlos, CA 94070	<b>INSURER A:</b> Travelers Property Casualty Company of America	<b>NAIC #</b> 25674
	<b>INSURER B:</b> Liberty Mutual Fire Insurance Company	<b>NAIC #</b> 23035
	<b>INSURER C:</b> Great American Insurance Company	<b>NAIC #</b> 16691
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 558548                      **REVISION NUMBER:**

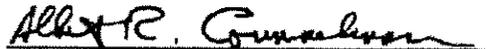
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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
B	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> <b>OCCUR</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	TB2-651-290407-022	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	AS2-651-290407-032	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>OCCUR</b> <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> <b>CLAIMS-MADE</b> DED <input checked="" type="checkbox"/> <b>RETENTION \$ 10,000</b>			TUU 0306935 00	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	WA2-65D-290407-012	7/1/2012	7/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
A	Transportation			QT-660-6094C950-TIL-12	7/1/2012	7/1/2013	Motor Carrier \$2,500,000/\$25,000 Ded; Railroad-\$2,500,000/\$25,000 Ded

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 RE: R7849-51- Hetch hetchy Water and Power Emergency Contract HJH-964 (E): Holm Transformer Repair.  
 See attached for special wording and Blanket Additional Insured & Waiver of Subrogation forms attached.

### CERTIFICATE HOLDER

### CANCELLATION

City and County of San Francisco San Francisco Water Power Sewer 525 Golden Gate Avenue, 8th Floor San Francisco, CA 94102	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: 
---	---

Client # 25864    Mst # CA 12-13 (GL,Auto,Umb, Subject)

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ACORD 25 (2010/05)

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**CERTIFICATE ATTACHMENT**  
**Riggs, Counselman, Michaels & Downes, Inc.**

**Named Insured:** Delta Star Inc.

**Certificate Holder:** City and County of San Francisco ☐☐ San Francisco Water Power Sewer

**Description of Operations/Locations/Vehicles/Restrictions/Special Items:**

The City and County of San Francisco, its Board Members and Commissions, and all authorized Agents and Representatives, and Members, Directors, Officers, Trustees, Agents and all employees are included as Additional Insured under written contract, under the General Liability, per Blanket Additional Insured form #LN20010605 attached, under the Auto Liability per Blanket Designated Insured Form #CA20480299 attached.

Waiver of Subrogation applies in favor the above referenced under the General Liability per Blanket Waiver form CG24 04 05/09 attached, under the Auto Liability per Blanket Waiver, form AX12 10 02/05B attached, and under the Workers Compensation Blanket Waiver, per Form WC0403/06 attached.

Client # 25864

Cert # 558548

Master # CA 12-13 (GL,Auto,Umb,WC, MTC)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SECTION II - WHO IS AN INSURED is amended to include as an insured any person or organization for whom you have agreed in writing to provide liability insurance. But:

The insurance provided by this amendment:

1. Applies only to "bodily injury" or "property damage" arising out of (a) "your work" or (b) premises or other property owned by or rented to you;
2. Applies only to coverage and minimum limits of insurance required by the written agreement, but in no event exceeds either the scope of coverage or the limits of insurance provided by this policy; and
3. Does not apply to any person or organization for whom you have procured separate liability insurance while such insurance is in effect, regardless of whether the scope of coverage or limits of insurance of this policy exceed those of such other insurance or whether such other insurance is valid and collectible.

The following provisions also apply:

1. Where the applicable written agreement requires the insured to provide liability insurance on a primary, excess, contingent, or any other basis, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply.
2. Where the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.
3. This endorsement shall not apply to any person or organization for any "bodily injury" or "property damage" if any other additional insured endorsement on this policy applies to that person or organization with regard to the "bodily injury" or "property damage".
4. If any other additional insured endorsement applies to any person or organization and you are obligated under a written agreement to provide liability insurance on a primary, excess, contingent, or any other basis for that additional insured, this policy will apply solely on the basis required by such written agreement and Item 4. Other Insurance of SECTION IV of this policy will not apply, regardless of whether the person or organization has available other valid and collectible insurance. If the applicable written agreement does not specify on what basis the liability insurance will apply, the provisions of Item 4. Other Insurance of SECTION IV of this policy will govern.

This endorsement is executed by the **LIBERTY MUTUAL FIRE INSURANCE COMPANY**

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-651-290407-022

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

LN 20 01 06 05

# 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 with whom you have agreed in writing to waive any right of recovery prior to a 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.

This endorsement is executed by the LIBERTY MUTUAL FIRE INSURANCE COMPANY

Premium \$

Effective Date

Expiration Date

For attachment to Policy No.

TB2-651-290407-022

Audit Basis

Issued To

Countersigned by

Authorized Representative

Issued

Sales Office and No.

End. Serial No.

**Liberty Mutual  
Fire Insurance Company**



**COMMERCIAL GENERAL  
LIABILITY DECLARATIONS**

ACCOUNT 29 04 07	SUB-ACCT NO. 0000	Liberty Mutual Insurance Group/Boston					
POLICY NO. TB2-651-290407-022	TD/CD 92/0	SALES OFFICE Roanoke, VA	CODE 0536	SALES REPRESENTATIVE BERNITT	CODE 8950	N/R 2	1 <sup>ST</sup> YR 2011

Item 1. Named Insured **Delta Star, Inc.**

Address **3550 Mayflower Dr  
Lynchburg, VA 24506**

The named insured is: **Corporation**

Business of named insured is: **Power, Distribution and Specialty Transformers**

Item 2. Policy Period From **07 01 2012** to **07 01 2013**  
 12:01 A.M., standard time at the address of the named insured as stated herein.

Item 3. In return for the payment of the premium, and subject to all of the terms of this policy, we agree with you to provide the insurance as stated in this policy

**LIMITS OF INSURANCE**

<b>EACH OCCURRENCE LIMIT</b>	\$ 1,000,000 ✓
<b>DAMAGE TO PREMISES RENTED TO YOU LIMIT</b>	\$ 100,000 ✓ Any one premises
<b>MEDICAL EXPENSE LIMIT</b>	\$ 5,000 ✓ Any one person
<b>PERSONAL &amp; ADVERTISING INJURY LIMIT</b>	\$ 1,000,000 ✓ Any one person or organization
<b>GENERAL AGGREGATE LIMIT</b>	\$ 2,000,000 ✓
<b>PRODUCTS / COMPLETED OPERATIONS AGGREGATE LIMIT</b>	\$ 2,000,000 ✓
Deductible Endorsement Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	

**TERRORISM RISK INSURANCE ACT** \$ 2,500  
**TOTAL ADVANCE PREMIUM** \$ 198,755

*Billed \$ 198,255 (difference terrorism)*

The premium for this policy is payable \$ \_\_\_\_\_ in advance, \$ \_\_\_\_\_ on first anniversary and \$ \_\_\_\_\_ on the second anniversary.

Audit Basis: 1 - At Expiration

The declarations are completed on the schedules designated Declarations Extension Schedules

These declarations, together with the Common Policy Conditions and Coverage Form(s) and any endorsement(s) complete the above numbered policy.

Forms and endorsements attached to this policy: See attached forms and endorsements schedule

This policy, including all endorsements issued herewith, is hereby countersigned by \_\_\_\_\_

\*N\*1N00\*

Authorized Representative

Loc. Code	Typed	Periodic Payment	Rating Basis	Audit Basis	Home State	Pol. H. G.	Renewal of
	DK 07/09/2012	\$	NR	1	VA	S- <input type="checkbox"/>	TB2-651-290407-021

GPO 4081 R3

**SCANNED**  
 10-ABS FOL 2012-2013G1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

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

### SCHEDULE

**Name of Person(s) or Organization(s):**

Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

Policy No: AS2-651-290407-032  
Effective Date: 07/01/2012  
Expiration Date: 07/01/2013  
Sales Office: 0536

*Auto*

Issued By: Liberty Mutual Fire Insurance Co.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

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

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Garage Coverage Form  
Truckers Coverage Form  
Motor Carrier Coverage Form

### SCHEDULE

Premium: INCL

**Name of Person or Organization:**

Any person or organization for whom you perform work under a written contract if the contract requires you to obtain this agreement from us, but only if the contract is executed prior to the injury or damage occurring.

*Δ wording*

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition is amended by the addition of the following:

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 operations of a covered auto done under contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

Policy No: AS2-651-290407-032

*Auto*

Effective Date: 07/01/2012

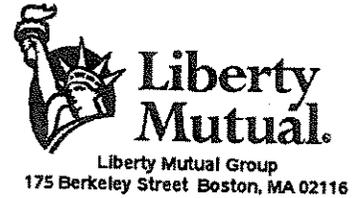
Expiration Date: 07/01/2013

Sales Office: 0536

Issued By:

Liberty Mutual Fire Insurance Co.

BUSINESS AUTO DECLARATIONS



Issued by Liberty Mutual Fire Insurance Co.

Policy Number AS2-651-290407-032  
Renewal of AS2-651-290407-031  
Account Number 5-290407

Issuing Office 0536  
Issue Date 07/13/2012

ITEM ONE - Named Insured and Mailing Address

Delta Star, Inc.  
3550 Mayflower Dr  
Lynchburg, VA 24506

Form of  
Business: Corporation

Business of the  
named insured is: Power, Distribution and  
Specialty Transformers

Policy Period: The policy period is from 07/01/2012 to 07/01/2013 12:01 A.M. standard time at the Insured's mailing address.

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

ITEM TWO - Schedule of Coverages and Covered Autos - Refer to Pages 2 and 3

SCHEDULE

The declarations are completed on the following pages and on the accompanying "Declarations Extension Schedule(s)".

Schedule Premium \$38,332  
Endorsement Premium

*billed \$36,430*

Total Estimated Premium \$38,332

Other Charge(s)

Policywriting Minimum Premium \$100

Premium will be billed

Forms Applicable: See Attached Inventory

Producer 0002-006833  
RIGGS COUNSELLMAN MICHAELS & DOWNES INC  
PO BOX 71330  
RICHMOND, VA 232551330

Countersigned By:

Producer BERNITT D 8950  
ROANOKE, VA

*Tony Beathright*  
Authorized Representative

AC 00 03 11 11

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Page 1 of 3

SCANNED

To: KES PDL 2012-2013 Comm. Policy  
date 8/16/12

*Hook Camp*

**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**

<u>Person or Organization</u>	<u>Job Description</u>
Any person or organization for whom the Named Insured has agreed by written contract to furnish a waiver provided you executed the contract before the loss.	

This endorsement is executed by the Liberty Mutual Fire Insurance Company 16586

Premium \$

Effective Date

Expiration Date

For attachment to Policy No. WA2-65D-290407-012

WC 04 03 06  
ED: 4/1984

WORKERS COMPENSATION AND EMPLOYERS LIABILITY  
INSURANCE POLICY

INFORMATION PAGE



Liberty Mutual Group  
175 Berkeley Street Boston, MA 02117

Issued by Liberty Mutual Fire Insurance Company (a stock company) 16586

Policy Number	WA2-65D-290407-012 ✓	Issuing Office	LEWISTON, ME
Renewal Of	WA2-65D-290407-011	Issue Date	07/09/2012
Account Number	5-290407	Sub Account	0000

1. Insured and Mailing Address

Delta Star, Inc.  
3550 Mayflower Dr  
Lynchburg VA 24506

FEIN 25-1586168  
Risk ID 917393613

Status Corporation

Other workplaces not shown above: See Item 4. Premium - Extension of Information Page

2. Policy Period: The policy period is from 07/01/2012 to 07/01/2013 12:01 A.M. standard time at the Insured's mailing address.

3. Coverage

A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: AZ CA ID IL NV NY TX UT VA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$ 1,000,000	each accident
Bodily Injury by Disease	\$ 1,000,000	policy limit
Bodily Injury by Disease	\$ 1,000,000	each employee

C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here:  
All States except those listed in Item 3.A and the States of:  
ND OH WA WY

D. This policy includes these endorsements and schedules: See Item 3. Coverage D - Extension of Information Page

4. Premium: The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

Classifications	Code Number	Premium Basis Total Estimated Annual Remuneration	Rate per \$100 of Remuneration	Estimated Annual Premium
See Extension of Information Page				
Minimum Premium	\$1,250 (CA)			
Premium will be billed	Annual			
			Total Estimated Annual Premium	\$ 472,006
			Deposit Premium	\$ 472,006
			Deposit Tax/Surcharge/Assessment	\$ 26,889

Producer 0002 006833  
RIGGS COUNSELMAN MICHAELS & DOWNES INC  
PO BOX 71330  
RICHMOND VA 232551330

Countersigned by Authorized Rep. (NV)

*Tony Boatright*

Producer BERNITT 8950  
ROANOKE, VA

WC 00 00 01 A  
Ed. 07/01/2011

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WC 00 00 01 B (CA/NJ)  
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