

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Visalia Ceramic Tile, Inc., as Principal ("Principal"), and Travelers Casualty and Surety Company of America, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Bakersfield City School District ("District") of Kern County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

Ten Percent of Amount Bid Dollars (\$ 10% Amount Bid)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project:Fremont Elementary School--Campus HVAC* ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

*Systems upgrades

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

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the 27th day of February, 2024.

Visalia Ceramic Tile, Inc.
Principal

Sam B...
By

Travelers Casualty and Surety Company of America
Surety

Alexandra Huereca
By Alexandria Huereca, Attorney-in-Fact

Arthur J. Gallagher Risk Management Services, LLC
Name of California Agent of Surety

501 W. Main Street Visalia, CA 93291
Address of California Agent of Surety

(559) 733-1181
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE 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 Tulare }

On February 27, 2024 before me, Michelle Lynn Solis, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Alexandria Huereca
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature Michelle Lynn Solis
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Alexandria Huereca** of **VISALIA**, **California**, their true and lawful Attorney(s)-in-Fact 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 **21st** day of **April**, 2021.



State of Connecticut

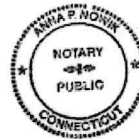
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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**, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **27th** day of **February**, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted.

**SIGNATURE MUST BE IDENTICAL
TO THAT PROVIDED ON BID FORM**

BIDDER: Visalia Ceramic Tile, Inc.

By: 

Print Name: Sam Bruce

05-LIST OF SUBCONTRACTORS

TO BE SUBMITTED WITH BID

PROJECT TITLE: BID #: CAMPUS HVAC SYSTEM UPGRADE

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

A. In compliance with the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 and following sections) and any amendments to the Act, each Bidder shall set forth below:

1. The name, location of the place of business California contractor license number and DIR registration number of:

a. Each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement to be performed under the Construction Agreement;

b. Each subcontractor licensed by the State of California who, under subcontract to the Bidder, specially fabricates and/or installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the Bidder's total bid or Ten Thousand Dollars (\$10,000), whichever is greater;

2. The portion of the work which will be done by each subcontractor.

B. The Bidder shall list only one subcontractor for each such portion as is defined by the Bidder in this bid.

C. If the Bidder fails to specify a subcontractor, or if the Bidder specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the Bidder's total bid, the Bidder shall be deemed to have agreed that the Bidder is fully qualified to perform that portion, and that the Bidder alone shall perform that portion.

D. No Bidder whose bid is accepted shall (i) substitute any subcontractor, (ii) permit any subcontractor to be voluntarily assigned or transferred, or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) sublet or subcontract any portion of the work in excess of one-half of one percent of the Bidder's total bid as to which the original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act.

E. Violations of any provision of the Subletting and Subcontracting Fair Practices Act may be deemed by the OWNER to make the bid non-responsive and/or the Bidder non-responsible.

BID FORM AND PROPOSAL
BID PACKAGE: #FES-07 – CERAMIC TILE

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: Visalia Ceramic Tile, Inc.
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. 22213.00-26, for the following project known as:

Fremont Elementary School – Campus HVAC System Upgrades

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Fifty Nine Thousand Seven Hundred Forty One and 00/00----- dollars \$ 59,741.00

BASE BID

Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.

Deductive Alternates:

Not applicable.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder’s Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
	n/a			\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder’s Base Bid shall include the following Allowances for the Tasks/Work as noted here:

Task/Work	Allowance Value
Not Applicable	N/A
Total Allowance Value	N/A

The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including Contractor’s overall project management and general conditions costs, overhead and fee, are deemed to be included in the Base Bid, and are not subject to adjustment regardless of the actual amount of the Allowance Item.

The District shall have sole discretion to authorize all expenditures from the Allowances. The District shall process expenditures from the Allowances in the form of an Allowance Expenditure Directive (“AED”). Any unused Allowance or unused

portion thereof shall be deducted from the Contract Price to the benefit of the District.

3. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
4. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
5. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.
6. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
7. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
8. The following documents are attached hereto:
 - Bid Bond on the District's form or other security (for electronic submissions, provide a photocopy of the Bid Bond).
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
9. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. <u>1</u> , Dated <u>1/30/2024</u>	No. <u>2</u> , Dated <u>2/01/2024</u>
No. <u>3</u> , Dated <u>2/23/2024</u>	No. <u>4</u> , Dated <u>2/26/2024</u>
No. <u>5</u> , Dated <u>2/27/2024</u>	No. _____, Dated _____

10. Bidder acknowledges that the license required for performance of the Work is a C-54 license.
11. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

12. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
13. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.
14. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
15. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
16. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.
17. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
18. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
19. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
20. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 28th day of February 2024

Name of Bidder: Visalia Ceramic Tile, Inc.

Type of Organization: Corporation

Signature: Sam Bruce

Print Name: Sam Bruce

Title: President

Address of Bidder: 917 N. American Street, Visalia, CA 93291

Taxpayer Identification No. of Bidder: 77-0094896

Telephone Number: (559) 651-2925

Fax Number: (559) 651-2982

E-mail: SamB@vctile.com Web Page: visaliaceramictile.com

Contractor's License No(s): No.: 481599 Class: C-54 Expiration Date: 10/31/2025

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000000896

END OF DOCUMENT

**07-NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

PROJECT TITLE/BID #: CAMPUS HVAC SYSTEM UPGRADE

OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

The undersigned declares:

I am the President of ^{Visalia} Ceramic Tile, Inc., the party making the foregoing bid. The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 2/28/24 [date], at Visalia [city],California[state].

Contractor: Visalia Ceramic Tile, Inc.

By Sam Bruce

Title: President
Signature: 

08-EXCLUSION OF LEAD AND ASBESTOS PRODUCTS

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

PROJECT TITLE/BID #: CAMPUS HVAC SYSTEM UPGRADE
OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

Pursuant to the provisions of the California Education Code for construction, modernization, or renovation of school facilities, lead based paint, lead plumbing, and solders, or other potential sources of lead contamination shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility.

The Contractor agrees that sources and potential sources of lead contamination, whether in products or materials, will not be used in performing work under the Agreement.

In addition, the Contractor agrees that asbestos containing products or materials will not be used in performing work under the Agreement.

At completion of work under the Agreement, the Contractor will warrant and represent to the Owner the following:


1. That no asbestos containing products or materials, or sources or potential sources of lead contamination, were used in performing work under the Agreement.
2. That should any asbestos containing products, or sources or potential sources of lead contamination, be found to have been used by the Contractor or any subcontractor, supplier, or vendor on the Project, the Contractor will replace them, together with all related materials, at no cost to the Owner.
3. That should the replacement require any interruption in the normal operation of the school, the Contractor will pay all costs necessarily incurred to keep the school functioning with the least possible disruption to its day-to-day operations.

Executed at Visalia, California, on 2/28 , 2024 .

Firm Name: Visalia Ceramic Tile, Inc.

By: Sam Bruce

Title: President

Signed: 

[Signature must match that on bid]

22-CERTIFICATE OF ATTENDANCE AT MANDATORY JOB WALK

On projects including a mandatory job walk, this form must be submitted with the bid or bidder will be declared "non-responsive"

**PROJECT TITLE/ BID #: CAMPUS HVAC SYSTEM UPGRADE
OWNER: BAKERSFIELD CITY SCHOOL DISTRICT**

It is the Owner's intention to provide all contractors with equal access to information regarding this project. Further, the Owner has issued plans and specifications to bidders and has allowed bidders the opportunity to inspect the site with knowledgeable personnel at the job walk. Therefore it is understood that the Owner may declare the bid non-responsive for any of the following conditions:

1. If a bidder attends the entire mandatory job walk but fails to complete this form;
2. If a bidder fails to attend the entire mandatory job walk;
3. If a bidder fails to attend the entire mandatory job walk but certifies that he was in attendance. *[NOTE: This may also lead to a determination that the bidder is non-responsive.]*

Please check one of the following:

- I attended the entire mandatory job walk
-OR-
 I did not attend the entire mandatory job walk.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct.

Executed at Visalia, California, on 2/28 , 20 24 .

Firm Name: Visalia Ceramic Tile, Inc.

By: Sam Bruce
Print Name Above

Signed Sam Bruce

Print Title: President

23-CONTRACTOR'S QUALIFICATIONS QUESTIONNAIRE

TO BE SUBMITTED WITH THE BID WHEN THERE
HAS BEEN NO PREQUALIFICATION PROCESS

PROJECT TITLE/BID #: CAMPUS HVAC SYSTEM UPGRADE
OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

The prospective Bidder shall furnish all the following information accurately and completely. Failure to fully and completely comply with this requirement may result in rejection of any bid submitted. Additional sheets may be attached if necessary. "You" or "your" as used in this questionnaire refers to the Bidder's firm and any of its owners, officers, directors, shareholders, parties, or principals. Owner has discretion to request additional information depending on the project.

—WARNING—

Certain information may lead to a determination of non-responsibility and rejection of the bid.

(1) Firm name and address: Visalia Ceramic Tile, Inc.
917 N. American Street
Visalia, CA 93291

(2) Telephone: (559) 651-2925

(3) Type of firm: (check one) Individual Partnership Corp.

(4) License No.: 481599
Class: C-54
DIR Registration No. 1000000896
Name of license holder: Visalia Ceramic Tile, Inc.

(5) Have you or any of your principals ever been licensed under a different name or different license number? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, give name and license number: No

(6) Names and titles of all principals of the firm:

Karen L. Acquafresca, Robert P. Martinho, Michael J. Martinho, Edward A. Martinho,
Sam Bruce

(7) Number of years as contractor. Include only years in this type of construction and only the years with the current entity in its current form: 39 Years

(8) Person who inspected work site for your firm:

Name: Donnie Alfano
Title: Regional Sales
Date of Inspection: 1/31/2024

(9) Years of experience your firm has in public school construction work:

As general contractor: 39 Years
As subcontractor: 39 Years

(10) In the last five years has your firm or any of its principals defaulted so as to cause a loss to a surety? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If the answer is yes, give date, name, and address of surety and details: No

(11) In the last five years have you or any of your principals been assessed liquidated damages for any project? Response must include information pertaining to principals' associations outside of the firm bidding this Project. If yes, explain: No

(12) In the last five years have you or any of your principals been in litigation or arbitration or a dispute of any kind on a question or questions relating to a public construction project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide name of public agency and details of the dispute. Attach additional pages as necessary. No

(13) In the last five years have you or any of your principals ever failed to complete a project? Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary. No

(14) In the last five years have you or any of your principals been assessed back-charges on any public works construction project? If so, explain, including the

identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary. No

(15) In the last five years have you or any of your principals ever failed to complete a project within the time frame originally set for completion, plus any extension of time granted for weather delays? An extension of time for any reason other than weather delays requires an explanation. Response must include information pertaining to principals' association outside of the firm bidding this Project. If yes, provide owner's name and details. Attach additional pages as necessary. No

(16) List names, addresses, and telephone numbers of three architects or engineers with whom you have worked on a public works project in the last five years:

Project One: Mangini & Associates
810 W Acequia
Visalia, CA 93291
559-627-0530

Project Two: Tetar Architects & Engineers
125 South Bridge St
Visalia, CA 93291
559-625-5246

Project Three: Douglas Janzen Architects
1736 S. Central St
Visalia, CA 93277
559-738-0309

(17) Conflicts of Interest: Do you now or have you in the last five years had any direct or indirect business, financial, or other connection with any official, employee, or consultant of the OWNER or architect? If yes, describe. Attach additional pages as necessary. No

(18) In the last five years have you or any of your principals filed a claim for additional compensation from a public entity on a construction project? If yes, explain and include the identity of the public entity, the basis for the claim, the response by the public entity, and the final result. Attach additional pages as necessary. No

(19) In the last five years have you or any of your principals ever failed to pre-qualify, or been deemed unqualified, on any public works construction project? If yes, explain and include the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary. No

(20) In the last five years have you or any of your principals ever been declared a “non-responsible” bidder on any public works construction project? If yes, explain and include the identity of the public entity, the basis for their claims, and the final result. Attach additional pages as necessary. No

(21) Staff/Roster Functions: List all members of your staff who will be assigned or responsible for work as a team member on this Project (except clerical) and show job titles, functions, years with firm, and projects completed for company. Include company officers, responsible managing employee (RME), project manager, and superintendent. Provide the following information for each individual (copy this page as many times as required).

Name and Title: Please see attached

Function:

Years with firm:

Has the individual had prior exposure as a team member on one of your projects?

Yes No

List of all school projects this person has completed for you:

Listing over 1000 projects is not practical, please see attached

Provide an organizational chart reflecting your proposed project team for the Project, including all persons on your project team.

(22) Surety: Indicate the names of all surety companies utilized by you in the last 10 years. Attach additional pages as necessary.

Surety Name & Address Travelers Property Casualty Company of America 11090 White Rock Road, Suite 100 Rancho Cordova, CA 95670	Period Covered 4/21-current
Surety Name & Address The Hanover Insurance Group 5 Hutton Centre Drive, Suite 1060 Santa Ana, CA 92707	Period Covered 2/06-4/21
Surety Name & Address	Period Covered
Surety Name & Address	Period Covered

(23) Attach a notarized statement from surety company(ies) proposed to be utilized on this Project, indicating your total bonding capacity and certifying that:

- A. Currently available bonding capacity exceeds the value of your contract, as estimated by the OWNER, and;
- B. Surety(ies) will provide bonding of the project in the event you are awarded Project.

(24) Insurance: Provide a notarized statement from your workers' compensation carrier specifying your current "Experience Modification Rate" for workers' compensation for the State of California. Provide a list of above-referenced ratings and corresponding companies for the last five years.

(25) Safety:

- A. Does your firm have a written Safety Program:
Yes No (If yes, attach copy.)
- B. Does your firm have personnel permanently assigned to safety?
Yes No (If yes, provide names and duties.)

(26) Give the public entity's name, telephone number, and the name of the contact person for the three largest public works projects performed for a public entity, other than a school/college/university, that you have completed in the last five years: Attach additional sheets as necessary. Please see attached

(27) **List of References:** Provide information on the three largest projects performed for a public school, college, or university in the last five years.

Contract 1: Please see attached

Name:

Address:

Telephone:

Contact Person:

Type of construction project:

Dates of commencement and completion of construction project:

Contract amount:

Architect:

Architect's address:

Telephone:

DSA or public agency inspector:

Address:

Telephone:

Contract 2:

Name:

Address:

Telephone:

Contact Person:

Type of construction project:

Dates of commencement and completion of construction project:

Contract amount:

Architect:

Architect's address:

Telephone:

DSA or public agency inspector:

Address:

Telephone:

Contract 3:

Name:

Address:

Telephone:

Contact Person:

Type of construction project:

Dates of commencement and completion of construction project:

Contract amount:

Architect:

Architect's address:

Telephone:


DSA or public agency inspector:

Address:

Telephone:

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing information is true, correct, and complete.

Executed this 28th day of February, 2024, at Visalia, Tulare (City, County), State of California



Signature

Print Name Above Sam Bruce

Print Title Above President

Visalia Ceramic Tile, INC

Proposed Team
Scope of Work: Ceramic Tile

Proposed Management Team

Employee Name	Title / Position	Trade Exp Years	Qualifications
Mike Martinho MikeM@vctile.com	Project Estimator/Manager	43	Graduate, over 43 yrs tile setting experience. Over 26 years estimating & management exp. VCT, INC Owner
Ron Mendes Ronm@vctile.com	Submittal Coordinator	24	Graduate, over 24 yrs exp. In tile construction. Over 39 years experience in general building construction
Robert Martinho RobertM@vctile.com	Project Coordinator	44	Graduate, over 44 yrs tile setting experience. Over 26 years estimating & management exp. VCT, INC Owner
Karen L. Bruce Karenb@vctile.com	Contract Administrator/Owner/CFO	45	Graduate, over 45 yrs experience in tile construction VCT, INC Owner
Amelia Gonzalez JackieR@vctile.com	Contract Administrator	17	Graduate, over 17 years experience in contracts/finance.
Teresa Ingelhart Teresab@vctile.com	Project Safety Coordinator	22	Graduate, BBA degree with emphasis on HR. Has completed numerous construction safety and employee related seminars President of NTCA, 2023
Sam Bruce Samb@vctile.com	President/Finance Dept	26	Graduate, BBA degree with emphasis in Business Administration. Over 26 years experience in tile construction
Scott Shackelford Scotts@vctile.com	Estimating Assistant	18	Graduate, BBA degree Over 18 years experience in tile construction

Visalia Ceramic Tile, INC

Proposed Team

Scope of Work: Ceramic Tile

<u>Employee Name</u> <u>Craftsmen/Installers Team</u>	<u>Title / Position</u>	<u>Trade Exp</u> <u>Years</u>	<u>Qualifications</u>	<u>Comment</u>
<u>Anthony Guglielmo</u>	<u>Tile Setter</u>	43	<u>A, B, C, D, E.1, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Jeff Pharris</u>	<u>Tile Setter</u>	43	<u>A, B, C, D, E.1, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Mark Hilt</u>	<u>Tile Setter</u>	51	<u>A, B, C, D, E.1, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Mitchell Barrett</u>	<u>Tile Setter</u>	25	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>William Toft</u>	<u>Tile Setter</u>	31	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Leonardo Reynaga</u>	<u>Tile Setter</u>	27	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Eric Costa</u>	<u>Tile Setter</u>	30	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Tony Martins</u>	<u>Tile Setter</u>	31	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Rubin Morales</u>	<u>Tile Setter</u>	34	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Daniel Brown</u>	<u>Tile Setter</u>	24	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Larry Sims</u>	<u>Tile Setter</u>	23	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Dominic Marintha</u>	<u>Tile Setter</u>	25	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Victor Ortiz</u>	<u>Tile Setter</u>	23	<u>A, B, C, D, E.2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Jesus Reynaga</u>	<u>Tile Setter</u>	20	<u>A, B, C, D, E.3, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>

Visalia Ceramic Tile, INC

Proposed Team
Scope of Work: Ceramic Tile

<u>Employee Name</u> <u>Craftsmen/Installers Team</u>	<u>Title / Position</u>	<u>Trade Exp</u> <u>Years</u>	<u>Qualifications</u>	<u>Comment</u>
<u>Ryan Barton</u>	<u>Tile Setter</u>	22	<u>A, B, C, D, E, 2, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Nicolas Huaracha</u>	<u>Tile Setter</u>	22	<u>A, B, C, D, E, 3, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Jose Amezcua</u>	<u>Tile Setter</u>	20	<u>A, B, C, D, E, 3, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>
<u>Edward Arant</u>	<u>Tile Setter</u>	20	<u>A, B, C, D, E, 3, F, G, H, J, K, L</u>	<u>Proposed for this project as Tile Setter</u>

Tile Finishers consist of over 32 employees ranging up to 6 years of individual employment with VCT, INC. All tile finishers meet the qualification references to C, D & L below and proposed for this project.

Qualification reference:

- A Fulltime employee of Visalia Ceramic Tile, INC for over 10 years
- B Certified by NTCA (NCTA (NCT has more NTCA Certified Tile Setters than any company in the world!)
- C Graduate
- D Resides in Tulare, Kings or Fresno County
- E Experience includes installations of over:
 1. 1,000,000 square feet - lifetime
 2. 500,000 square feet - lifetime
 3. 200,000 square feet - lifetime
- F Experience includes installations in various types of ceramic, quarry, porcelain white bodied files; stones; epoxies; waterproofing, vapor and sheet membranes, floor and wall mortar applications; thinbrick applications; interior and exterior applications
- G Project management communication skills
- H Lead man, numerous projects conducting craftsmen supervision
- J Fully trained on Tile Council of America (TCA) methods and ANSI specifications
- K Tile setting experience on projects with contracts over \$1,000,000
- L Fully cooperates & complies to Visalia Ceramic Tile, INC policies, includes consortium drug testing

Visalia Ceramic Tile, INC
Completed Projects
References

	District or Entity	CM or GC
<u>Reference #1</u>		
Name:	Department of Veteran Affairs, USACE Sacramento District	S.J. Amoroso Construction Co Inc
Phone #:		650-654-1900
Address:	1325 J Street Room 1360, Sacramento CA 95814-2922	390 Bridge Parkway, Redwood Shores, CA 94065
Contact:		Jim Benson
Project Name:	Department of VA Stockton Relocation	
Contract \$:	over \$1.2M	
Year Complete:	2023	
Scope:	Installed ceramic tile walls and floors at a new VA	
<u>Reference #2</u>		
Name:	City of Santa Barbara	Diani Building Corp.
Phone #:		805-925-9533
Address:	310 East Ortega Street, Santa Barbara 93101	Po Box 5757, Santa Maria, CA 93456-5757
Contact:		Fred Roinestad
Project Name:	Cabrillo Pavilion Arts Center and Bathhouse Project	
Contract \$:	over \$400,000	
Year Complete:	2020	
Scope:	Installed stone and ceramic tile walls and floors	
<u>Reference #3</u>		
Name:	Pontiac 2, LLC	Quiring General, LLC
Phone #:		559-432-2800
Address:	2780 N Miami Ave Suite 101, Fresno, CA 93727	5118 E Clinton Way Suite #201, Fresno, CA 93727
Contact:		Carlos Pasqual
Project Name:	Dept of SS Pontiac Bldg 1	
Contract \$:	Over \$200,000	
Year Complete:	2020	
Scope:	Installed ceramic tile walls and floors in Social Security Offices	

* All contract work is self-performed

Visalia Ceramic Tile, INC
Completed Projects
References

<u>Reference #1</u>	District or Entity	CM or GC
Name:	Madera Unified School District	Harris Construction Co., Inc.
Phone #:	559-675-4500	(559)251-0301
Address:	1902 Howard Rd Madera, Ca 93637	5286 East Home Ave. - Fresno, CA 93727-1964
Contact:		Anthony Aguilar
Project Name:	Matilda Torres HS	
Contract \$:	\$903,641.81	
Year Complete:	2021	
Scope:	Installed ceramic tile at new high school	
<hr/>		
<u>Reference #2</u>		
Name:	Kern High School District	S.C. Anderson Inc.
Phone #:	661-827-3100	
Address:	5601 Sundale Ave, Bakersfield, CA 93309	11109 River Run Blvd, Suite 200, Bakersfield, CA
Contact:	Richard Ruiz	Garrett Barnhard
Project Name:	Del Oro High School Increment 2	
Contract \$:	636,530.00	
Year Complete:	2023	
Scope:	Installed ceramic tile walls and floors at new high school	
<hr/>		
<u>Reference #3</u>		
Name:	Kern Community College District	Bernards Bros, Inc.
Phone #:		818.898.1521
Address:	2100 Chester Ave, Bakersfield, CA 93301	555 First Street San Fernando, CA 91340
Contact:		William Lopez
Project Name:	BC Science & Engineering Bldg	
Contract \$:	554,961.78	
Year Complete:	2022	
Scope:	Installed ceramic tile walls and floors at new building	

* All contract work is self-performed



11090 White Rock Road, Suite 100
Rancho Cordova, CA 95670

Arthur F. Oliver

Account Executive, Director
Travelers Bond and Specialty Insurance

(916) 852-5267
(866) 467-5504 (fax)
aoliver@travelers.com

September 5, 2023

Kern Community College District
C/O Colombo Construction Co., Inc.
3211 Rio Mirada Drive
Bakersfield, CA 93308

Re: Bonding Letter from Surety for: Visalia Ceramic Tile, Inc. / Bakersfield College Agricultural
Building BP 09-30-000 Ceramic Tile

To Whom It May Concern:

We are pleased to share with you our experience as surety for Visalia Ceramic Tile Inc. We consider Visalia Ceramic Tile Inc. one of our outstanding and most valued clients in whom we have the highest confidence. Over the years we have written bonds for Visalia Ceramic Tile Inc. they have, in our opinion, remained properly financed, well equipped and capably managed.

Please be advised that Travelers Casualty and Surety Company of America (hereinafter referred to as "Travelers") is the current surety provider for Visalia Ceramic Tile, Inc. We have confidence in both the financial and operational strengths of this firm. At the present time Travelers provides a \$3.5 million single project / \$10 million aggregate surety program to Visalia Ceramic Tile, Inc. These parameters are currently available to Visalia Ceramic Tile, Inc., but please note that this does not necessarily represent our maximum commitment. We can highly recommend Visalia Ceramic Tile, Inc.

Visalia Ceramic Tile, Inc., has the ability to provide the required Performance and Payment Bonds for any of its potential client's projects should they be selected. Naturally, as is customary within the surety industry, the issuance of any bid or final bonds is always contingent upon a satisfactory underwriting review at the time a request for bonds is made. This review may include, but not be limited to, acceptable terms, conditions, documents, and confirmation of an acceptable financing source and payment provisions. It should be understood that any arrangement for surety bonds is a matter strictly between Visalia Ceramic Tile, Inc., and Travelers. We therefore assume no liability to any party if for any reason we do not execute said bonds.

Travelers is licensed to do business in all States and is listed in the Department of Treasury's Listing of Approved Sureties (Department Circular 570). Travelers holds an A++ (Superior) rating from A.M. Best with a Financial Size Category XV.

Please call 916-852-5267 or write to aoliver@travelers.com if there are any specific questions or if I may be of further assistance.

Sincerely,

Travelers Casualty and Surety Company of America
Arthur F. Oliver, Attorney-in-Fact

CALIFORNIA ALL-PURPOSE 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 SACRAMENTO }

On SEPTEMBER 5, 2023, before me, INGRID RICE, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared ARTHUR F. OLIVER
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing: _____

Signer's Name: _____

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



Signer is Representing: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Arthur F Oliver of Rancho Cordova, California, their true and lawful Attorney(s)-in-Fact 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 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies 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, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, 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 each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of September, 2023.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



Insurance | Risk Management | Consulting

Arthur J. Gallagher Risk Management Services LLC
501 West Main Street
Visalia, CA 93291
CA License No. 0D69293
United States

M – 559.733.1181
F – 559.738.5517
<https://www.ajg.com>

September 5, 2023

To Whom It May Concern:

Re: Experience Modification Rating (EMR) for:
Visalia Ceramic Tile, Inc.
917 N. American Street, Visalia, CA 93292

Below is the Experience Modification Rating information for the above captioned insured.

Experience Modification(s):

EMR Effective Date	Modification
10/01/2023	135
10/01/2022	126
10/01/2021	106
10/01/2020	98
10/01/2019	89

Should you have any questions or concerns regarding this matter, please feel free to contact our office.

Best regards,

Sarah Collier-Pile, ARM
Customer Service Manager, GGB-US NWR Visalia

CALIFORNIA ALL-PURPOSE 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 Tulare }

On September 5, 2023 before me, C. Thao, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

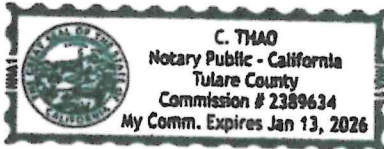
personally appeared Sarah Collier-Pile
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature 
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer is Representing:

Signer's Name: _____

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



Signer is Representing:



Visalia Ceramic Tile, Inc.

Commercial Tile Contractor

License # 481599

917 N. American St. Visalia, CA, 93291 • Phone: (559)651-2925 • Fax: (559)651-2982

SAFETY PROGRAM

Visalia Ceramic Tile, Inc.

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Emergency Procedures

An emergency is any situation that threatens immediate threat to life or property. This would include but not be limited to: collapse of a building, fire, explosion, equipment failure, exposure to toxic fumes or smoke, flood, etc.

Employees will be instructed in the known potential fire, explosion or toxic release hazards related to his/her job and the process and applicable provisions of the emergency action plan prior to beginning work on a project, when the plan is developed or when an employee's responsibilities under the plan change, or when there is a change in the plan.

All employees will be trained on fire extinguisher use and the hazards associated with basic firefighting. Training will be conducted at time of orientation with refresher training at least annually thereafter. Portable fire extinguishers are to be used to put out small incipient fires only. All other fires should be reported to the appropriate Fire Emergency Personnel.

Fire extinguishers should be visually inspected monthly to ensure the following: that the pin is in place that the extinguisher is adequately charged and is not corroded. All visual inspections will be noted on the extinguisher tag. Each portable extinguisher will be subject to an annual servicing and inspection to be scheduled by VCT, Inc.

In the event of an emergency, employees should:

- ✓ stop work
- ✓ take necessary actions to make co-workers and people on the project safe.
- ✓ In the event of incident requiring the assistance of outside personnel (fire department, medics, etc.)
 - ✓ Individuals present shall dial 911 immediately
 - ✓ Upon calling 911, the person should state their name, employer's name, the location of the emergency, and the type of emergency.
 - ✓ Immediately after this call is made: the employee should contact their supervisor at Visalia Ceramic Tile, Inc.
 - ✓ Notify the contractor's supervising personnel on the job-site or Site Safety Director
- ✓ Accident scene should be secured, preserved, and investigated as soon as possible after the event
- ✓ The project superintendent should take photos of the scene to aid the Safety Director in the investigation.
- ✓ Call project site emergency numbers
- ✓ Notify appropriate subcontractor representatives

Elements of the Project Site Evacuation Program

- ✓ A means or method by which to sound an alarm or otherwise to alert all personnel of an emergency.
- ✓ Instructions as to the various evacuation routes and assembly locations
- ✓ Specific Instructions as to employee and supervisor actions and responsibilities if an emergency occurs. Examples:
 - Stay calm, don't panic
 - Exit as quickly as possible without stopping to gather personal belongings.
 - Proceed to assembly point
 - Supervisors must direct others to leave when an evacuation has been sounded.

The following disciplinary actions may be issued to employees by Visalia Ceramic Tile, Inc., however they are not limited to:

1. Verbal Warnings
2. Written Warnings
3. Probation
4. Fines
5. Additional training for safety awareness and why the infraction is important.

Illness and Injury Prevention Program

Responsibility

The Injury and Illness prevention Program (IIP Program) administrator, Sally Perez has the authority and responsibility for implementing the provisions of this program for Visalia Ceramic Tile, Inc.

All managers, supervisors, foremen, and crew leaders are responsible for implementing and maintaining the IIP Program in their work areas and for answering worker questions about the IIP Program. A copy of this IIP Program is available from each manager, supervisor, foreman, or crew leader.

Compliance

Management (including foremen and crew leaders) are responsible for ensuring that all safety and health policies and procedures are clearly communicated and understood by all workers. Managers and supervisors (including foremen and crew leaders) are expected to enforce the rules fairly and uniformly.

All workers are responsible for using safe work practices, for following all directives, policies and procedures, and for assisting in maintaining a safe work environment.

Our system of ensuring that all workers comply with the rules and maintain a safe work environment includes, but is not limited to:

- Informing workers of the provisions of our IIP Program;
- Evaluating the safety performance of all workers;
- Recognizing workers who perform safe and healthful work practices;
- Providing training to new employees or workers whose safety performance is deficient; All trainings will be documented and kept for a minimum of no less than 3 years
- Disciplining workers for failure to comply with safe and healthful work practices;
- And bi-weekly safety “tailgate” meetings on safety topics pertaining to the work environment of Visalia Ceramic Tile, Inc.

Employees must abide by all safety components of VCT’s safety program as well as following the safety requirements of the contracts that we enter into.

Communication

We recognize that open, two-way communication between management and staff on health and safety issues is essential to an injury-free, productive workplace. The following system of communication is designed to facilitate a continuous flow of safety and health information between management and staff in a form that is readily understandable and consists of one or more of the following items:

- New Worker orientation including a discussion of safety and health policies and procedures.
- Review of our IIP Program
- Workplace safety and health training programs
- Regularly scheduled safety meetings.
- Effective communication of safety and health concerns between workers and supervisors
- Effective communication of safety and health concerns between supervisors and the clients we enter into contract with of any hazards found or presented by the work being performed by VCT.
- Posted or distributed safety information

Infectious Disease Plan

The following is a framework for actions which our company will take with guidance from local and state health departments to both prepare for and mitigate transmission of any infectious disease within our work force and their families.

GOALS:

The goals for using mitigation strategies in our infectious disease transmission threats are to slow the transmission of disease and in particular to protect:

- Individuals at increased risk for severe illness, including older adults and persons of any age with underlying health conditions (See Appendix A)
- Individuals at increased risk for exposure due to work site locations or environments
- All team members to prevent loss of work, risk to health for themselves and their families.

These strategies should be implemented to prepare for, and when there is evidence of transmission within our internal workforce. Implementation is based on:

- Emphasizing individual responsibility for implementing recommended personal-level actions
- Empowering team members to implement recommended actions, particularly in ways that protect persons at increased risk of severe illness
- Minimizing disruptions to daily schedules to the extent possible

GUIDING PRINCIPLES

- Each work site is unique, and appropriate mitigation strategies will vary based on the level of potential exposure, characteristics of the worksite and their immediate populations
- Consider all aspects of our team that might be impacted, including persons most vulnerable to severe illness and select appropriate actions.
- Mitigation strategies can be scaled up or down depending on the evolving local situation.
- The level of activities implemented may vary across the settings described in Table 2 (e.g., they may be at a minimal/ moderate level for one setting and at a substantial level for another setting in order to meet team response needs).
- Information and Recommendations made by the United States Government, California Department of Health & Human Services, and Counties in which worksites are located will be implemented into the mitigation strategies for our team.

TEAM MITIGATION STRATEGIES BY SETTING AND LEVEL OF TRANSMISSION OR IMPACT OF AN INFECTIOUS DISEASE

TEAM FACTOR, ENVIRONMENT, OR THREAT	POTENTIAL ACTIVITIES ACCORDING TO TEAM THREAT OR IMPACT		
	Low	Moderate	High
<p>Workplace- ALL “What workplaces can do to prepare for an infectious disease outbreak</p>	<ul style="list-style-type: none"> • Know where to find local information on and local trends of cases. • Know the signs and symptoms of the disease and what to do if staff becomes symptomatic at the worksite. • Encourage employees to stay home and notify administrators when • Encourage personal protective measures among staff (e.g., stay home when sick, handwashing, and respiratory etiquette). • Clean and disinfect frequently touched surfaces daily. • Ensure hand hygiene supplies are readily available in building. 	<ul style="list-style-type: none"> • Implement social distancing measures: <ul style="list-style-type: none"> » Increasing physical space between workers at the worksite » Decreasing social contacts in the workplace (e.g., limit in-person meetings, meeting for lunch in a break room, etc.) • Limit large work-related gatherings (e.g., staff meetings, after-work functions). • Limit non-essential work travel. • Any employee traveling on a personal trip returning from a high impact country per the CDC will not be allowed to return to work for 14 days following return from specified country without repercussion of absence. • Ensure hand hygiene supplies are readily available in building. • Ensure top of mind awareness with information reminders to all employees by email or text blast 2-3 	<ul style="list-style-type: none"> • Work with staff for flexible leave policies for staff that need to stay home due to school/childcare dismissals. • Cancel non-essential work travel. • Cancel otherwise-essential work travel in high risk areas. • Cancel work-sponsored conferences, tradeshows, etc. • Any employee traveling on a personal trip returning from a high impact country per the CDC will not be allowed to return to work for 14 days following return from specified country without repercussion of absence.

<p>Workplace-FABRICATION “What fabrication staff can do to prepare for infectious disease, if the fabrication has cases of, or if the fabrication is experiencing spread of disease?”</p>	<ul style="list-style-type: none"> • Increased Janitorial Cleaning & Disinfecting processes • All Team Members are Highly Encouraged to report any symptoms, exposure or infection • All Countertop Spaces & Shared Equipment including machinery, break room areas & vehicles to be wiped throughout the work day with Sanitizing Wipes. Each team member is responsible for cleaning their space daily • Additional availability of Hand Sanitizer Product and encouraged to increase frequency of hand washing • Wash Hands or Use Sanitizer following all interactions with delivery drivers or other public person. • Post prevention flyers or tips sheets in workspace 	<ul style="list-style-type: none"> • Additional Janitorial Cleaning & Disinfecting processes as needed • All Team Members are Highly Encouraged to report any symptoms, exposure or infection for themselves or co-workers • Upon report of infection or exposure of team member or supplier: <ul style="list-style-type: none"> » Team member will be sent home (if at worksite.) » Team Member will not be allowed back to work until 24 hours following no fever without medication with no repercussion of absence » All Shared Spaces & Equipment of Team Member will be thoroughly cleaned & disinfected » Co-workers in direct contact with the team member or customer will be given opportunity to self-quarantine up to 14 days with no repercussion of absence 	<ul style="list-style-type: none"> • Daily Full Janitorial Cleaning & Disinfecting • All Team Members are Highly Encouraged to report any symptoms, exposure or infection for themselves or co-workers • Upon report of infection or exposure by showroom team member or customer: <ul style="list-style-type: none"> » Team member will be sent home (if at worksite.) » Team Member will not be allowed back to work 14 days or until 24 hours following no fever without medication, whichever is later with no repercussion of absence » Co-workers in direct contact with the team member or customer will be sent home for quarantine up to 14 days with no repercussion of absence • Hours of Operation May be Limited
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2. When the HP Program is established and reviewed
3. When new substances, processes, procedures, or equipment which present potential new hazards are introduced into our workplace
4. When new, previously unidentified hazards are recognized
5. When occupational injuries or illness occur
6. Whenever workplace conditions warrant an inspection.

A completed certified hazard assessment inspection consists of, identification and evaluation of the workplace hazards utilizing applicable sections of the attached Hazard assessment checklist and any other effective methods to identify and evaluate workplace hazards. Inspections do not require previous announcement.

Selection of Personal Protective Equipment (PPE)

Once the hazards of a workplace have been identified, the Safety Program Manager will determine if the hazards can first be eliminated or reduced by methods other than PPE, i.e., methods that do not rely on employee behavior, such as engineering controls.

All personal protective equipment will be of safe design and construction for the work to be performed and will be maintained in a sanitary and reliable condition. Visalia Ceramic Tile requires its employees to follow all safety and sanitation requirements. Only those items of protective equipment that meet NIOSH or ANSI standards will be procured or accepted for use.

1. Eye and Face Protection devices
 - a. Safety Glasses should be worn any time work operation can cause foreign object to get in the eye.
 - b. Safety Goggles may be worn in combination with prescription glasses or corrective lenses to insure protection along with proper vision
 - c. Always abide by jobsite specific requirements regarding safety goggles. Some jobsites may require safety goggles be worn at all times.
 - d. Upon employment safety goggles will be provided by VCT, Inc.
2. Head Protection
 - a. Approved hard hats must be worn where there is a potential for objects falling from above, bumps to the head from fixed objects, or of accidental head contact with electrical hazards.
 - b. Must be worn as required to remain in compliance with job specific requirements
3. Hearing Protection
 - a. Earplugs or earmuffs are to be used in high noise work areas where the noise exposure equals or exceeds an eight hour time-weighted average of 90 decibels.
 - b. Employees working in close proximity to or operating power saws are required to use the appropriate hearing protection.
 - c. Earbud devices that are NOT NIOSH or ANSI rated and approved are not acceptable devices and cannot be worn to meet this requirement
 - d. Hearing protection will also be used whenever the site supervisor deems it necessary
4. Hand Protection
 - a. Use of the appropriate gloves will be necessary if there is risk of cuts, or exposure to chemicals.
 - b. If a task or job site offers hazards that may cause hand injuries protective gloving will be mandatory

2. Interviewing injured workers and witnesses;
3. Examining the workplace for factors associated with the accident/exposure;
4. Determining the cause of the accident/exposure;
5. Taking corrective action (if any) to prevent the accident/exposure from reoccurring;
6. Recording the findings and corrective actions taken; and
7. Completing Cal/OSHA Log 300a; 300b, and 301c and an investigation report of the accident/exposure.

Hazard Correction

Unsafe or unhealthy work conditions, practices, or procedures shall be corrected in a timely manner based on the severity of the hazards. Hazards shall be corrected according to the following procedures:

1. When observed or discovered;
2. All such actions taken and dates they are completed shall be documented on the appropriate forms.

Training and Instruction

All workers, including managers and supervisors, shall have training and instruction on general and job-specific safety and health practices. Training and instruction shall be provided as follows:

1. When the IIP program is first established;
2. To all new workers;
3. To all workers given new job assignments for which training has not been previously provided;
4. Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard;
5. Whenever the employer is made aware of a new or previously unrecognized hazard;
6. To supervisors (including foremen and crew leaders) to familiarize them with the safety and health hazards to which workers under their immediate direction and control may be exposed; and
7. To all workers with respect to hazards specific to each worker's job assignment.

Workplace safety and health training practices for Visalia Ceramic Tile, Inc. include but are not limited to, the following:

1. Explanation of Visalia Ceramic Tile, Inc.'s IIP Program, emergency action plan and fire prevention plan, and measures for reporting any unsafe conditions, work practices, and injuries.
2. Use of appropriate clothing and personal protective equipment (PPE) including Visalia Ceramic Tile, Inc. uniform, gloves, footwear (boots) and all other PPE needed on the job.
3. Information about chemical hazards to which workers could be exposed and other hazard communication program information.
4. Availability of toilet, hand washing and drinking water facilities.
5. Provisions for medical services and first aid including emergency procedures.

The goal of employees are to be able to identify the fall hazards on a job site, have training to work around these hazardous areas, understand and comply with all company policies relating to safety and fall protection.

Responsibilities

The Visalia Ceramic Tile, Inc. Safety Program, including the Fall Protection Plan, adherence is the responsibility of every employee of Visalia Ceramic Tile, Inc.

Foremen and Crew Leaders

Foremen and Crew Leaders will be responsible for the daily inspections of overall compliance with the written program, assuring there are no unnecessary hazards in the work environment. Responsibilities also include enforcement of the program requirements and ensuring employees are working in a safe manner when exposed to any and all fall hazards. Adherence to job site and contractor safety rules is also expected to be enforced and followed by Foremen and Crew Leaders.

Workforce Employees

All workers that make up the workforce of Visalia Ceramic Tile, Inc. are required to actively participate in all training meetings, report any fall hazards to supervisors, to work in a safe manner, and to adhere to the fall prevention and protection requirements of this program. These employees are also responsible for inspecting the work area for any potential hazards.

Accountability and Enforcement

Accountability

All field personnel will be held accountable for the enforcement and compliance with this program.

Pre-task Safety instruction must be given to each person assigned to work in elevated areas prior to commencing work activities. New hire safety orientation training will be conducted immediately upon the beginning of employment.

Fall management training will be reviewed when scheduled work assignments involve unusual fall exposures.

Written documentation of all employees training shall be kept on file.

Enforcement

Foremen and Crew Leaders are the primary on site enforcers of this program. Continued violations by any employee will be addressed: (1) in an employee review with the person refusing to comply with the fall protection; and (2) with the foreman or crew leader responsible for the employee violating the program.

Hazard Identification and Elimination

Job Site Inspections

All work areas for the day on job sites will be inspected before work in begun by Foremen or Crew Leaders. Topic looked for in the inspection include but are not limited to:

- Any activity that may expose an employee to a fall hazard.
- Fall hazards associated with:
 - Scaffolds
 - Ladders
 - Scissor Lifts

In the need of emergency services, it is every employee's obligation to respond appropriately to the emergency. Emergency Medical services should be called immediately (911) by the nearest person. All levels of management on site must be notified. The Superintendent of the job must be notified immediately after emergency services are requested.

Every crew leader, and project foremen of Visalia Ceramic Tile, Inc. is Certified in First Aid and CPR. These skills may be enlisted to assist at the discretion of the employee.

Accident Investigation

Documentation

All accidents will be inspected by the Visalia Ceramic Tile, Inc. Safety Manager, Sally Perez, and the appointed site safety coordinator.

Visalia Ceramic Tile, Inc. will complete and file the following documentation:

1. Interviews with co-workers and witnesses.
2. OSHA first report of injury
3. Insurance accident investigation and claim forms
4. Company accident investigation forms.

Interviews

Sally Perez, Visalia Ceramic Tile, Inc. Safety manager, accompanied by the job foreman will interview the following personnel for evidence only, not to look for fault:

1. Victim
2. Co-Workers
3. Witnesses
4. Foreman

Reporting

The Safety Manager of Visalia Ceramic Tile, Inc. will report this accident to the following persons/companies:

1. Visalia Ceramic Tile, Inc.'s Workman's Compensation Insurance carrier.
2. Corporate Officers of Visalia Ceramic Tile, Inc.
3. Contractor: Job Site coordinator

Program Evaluation

Our company will constantly strive to improve the performance of our fall prevention/protection to the benefit of our employees. We will evaluate the improvement of safety performance through the following methods:

- Accident/incident Reports
- Medical Reports
- Incident Rates
- Management/Employee Compliance
- Year to year cost Comparison.

Written Hazard Communication Program (HAZCOM)

Visalia Ceramic tile, Inc., an at-will employer, has developed a Hazard Communication Program to enhance our employee's health and safety. Its purpose is to prevent or minimize consequences of catastrophic releases of toxic, reactive, flammable or explosive chemicals. As a company, we intend to provide information about chemical hazards and other hazardous

1. Safety topics are issued weekly with payroll checks to all employees.
2. Hazcom meetings will be held whenever a new hazardous condition occurs or a new hazardous material is introduced into the workplace
3. Bi-annual companywide training events covering selected topics
4. Weekly jobsite meetings per contractor/contract requirements.
5. Written handouts distributed during the meetings.
6. Memos included with checks.
7. Announced and Unannounced safety inspections completed by the safety manager.
8. Individual employee contact when necessary.

Hazardous Non-Routine Tasks

Periodically, employees are required to perform hazardous non-routine tasks. Non-routine tasks that are performed at Visalia Ceramic Tile, Inc. include:

1. Building Maintenance
2. Warehouse Stocking of Materials and equipment
3. Work at Jobsites where special conditions exist such as temperature controlled areas, food prep areas, sanitation requirements, etc.

Prior to starting work on such projects, each affected employee will be given information by Visalia Ceramic Tile, Inc. about the hazardous chemicals he or she may encounter during these activities.

If employees have questions or concerns regarding job safety, they are encouraged to speak to any of their reporting supervisors, and or the safety manager, Sally Perez. It is the employee's responsibility to address all concerns immediately.

Protection from Wildfire Smoke

California Code of Regulations, title 8, section 5141.1 applies to most outdoor workplaces where the current Air Quality Index (AQI) for airborne particulate matter 2.5 micrometers or smaller (PM2.5) is 151 or greater, and where employers should reasonably anticipate that employees could be exposed to wildfire smoke.

Wildfire smoke is composed of harmful chemicals and tiny particles suspended in the air that can irritate the lungs and cause serious or even fatal health effects, such as:

1. Reduced lung function
2. Bronchitis
3. Worsening of Asthma
4. Heart Failure

To protect employees from wildfire smoke the following measures have been put into place:

1. **Identification** of Harmful Exposures to PM2.5 before each shift and periodically thereafter, as needed when wildfire smoke is present.
2. **Communication:** All Supervisors onsite have been equipped with cellular devices to allow for communicating wildfire smoke hazards.
3. **Training** and instruction information will be reviewed, distributed and readily available to all employees, including Appendix B – *Protection from Wildfire Smoke Information to Be Provided to Employees*.
4. **Control** of harmful exposures to employees:
 - a. NIOSH-approved N95 masks are provided free of charge to all employees who may be potentially exposed to wildfire smoke.

Substance Abuse
Tire Wear
Warehouse Safety

First Aid & CPR

All crew leaders (setters) and foremen of Visalia Ceramic Tile, Inc. are First Aid and CPR Certified. If treatments under these certifications are needed, these elected individuals are expected to assist co-workers in any way possible.

Visalia Ceramic Tile, Inc. makes arrangements for all new crew leaders (setters) to become First Aid and CPR Certified under Red Cross training. These classes are designed to address construction job-site specific situations and injuries. Once the certification time expires, Visalia Ceramic Tile, Inc. will also make arrangements to have those elected employees re-certified for First Aid and CPR.

Return to Work

In order to provide prompt quality medical services and to return injured employees back to work as soon as possible, open and prompt communication of the injury between the injured and Visalia Ceramic Tile, Inc. is a necessity. Doctor's reports must be received by, and injury status must be reported to; Visalia Ceramic Tile, Inc. by the injured immediately following any treatment or follow up treatment.

Restricted or Light duty may be provided to an employee who, because of a job related injury or illness; is physically or mentally unable to perform all or any part of his or her normal duties during all or any part of the work day. Restricted or Light duty may also be assigned to employees who have non-job related injuries and have been placed on light or restricted duty by a doctor's report.

Visalia Ceramic Tile, Inc. may not be able to provide restricted or light duty for an employee despite what restrictions the doctor may have placed the employee on. Restricted or light duty is not available for all injuries. Visalia Ceramic Tile, Inc. will take into consideration the severity of the injury or illness, and the restrictions placed on the employee when seeking restricted or light duty assignments for employees.

Procedure

1. All work related injuries must be reported to the injured party's supervisor, as well as the safety manager of Visalia Ceramic Tile, Inc.
2. If professional medical treatment is needed, the injured will be instructed on where to go for care of the job related injury through Visalia Ceramic Tile, Inc.
3. Visalia Ceramic Tile, Inc. would like to return all employees back to work as soon as possible. All possible opportunities will be considered to provide restricted duty assignments.
4. When an employee returns to work, all physical and mental limitations must be evaluated so that additional injury or aggravation of the injury does not occur. The safety of other employees working with the injured individual must also be considered.
5. All injuries or illnesses will be evaluated on case by case basis by Visalia Ceramic Tile, Inc., and (if a claim is made) Visalia Ceramic Tile, Inc.'s Worker's Compensation Insurance carrier.
6. Injured employees may return to work on restricted duty under the following circumstances:

Agreement of Employee

The employee has read the Safety Program for Visalia Ceramic Tile, Inc. and agrees to abide by that Program and require any and all of the employees that may be/become under his/her supervision (at every tier) to abide by that policy throughout the duration of his/her employment.

Name of Employee

Employee Title

Employee Signature

Today's Date