



COUNTY OF SANTA BARBARA
AGREEMENT FOR:
General Services Project No. 23012
Santa Barbara Courthouse
Roof Replacement & Exterior Restoration
1100 Anacapa St.
Santa Barbara, CA 93101
BC: _____

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and Plant Construction Company, LP. ("CONTRACTOR" and together with COUNTY, collectively, the "Parties" and each individually a "Party"), for the completion of the Work (defined below), on the following terms, conditions, and provisions. All references in the General Terms to the "Agreement" shall have the meaning ascribed to the term "Agreement" in the immediately preceding sentence.

1. **CONTRACT:** This Agreement incorporates by reference all of the General Conditions and Special Conditions, Specifications and Drawings provided by the COUNTY for the **Santa Barbara Courthouse Roof Replacement and Exterior Restoration, Project No. 23012**, the Notice to Bidders as amended by Addenda Numbers 1-3 (as amended by Addenda 1-3, the "Notice to Bidders"), the Bid Bond, the Performance Bond, the Payment Bond, and the proposal or bid documents executed and submitted by the CONTRACTOR for the Project ("Proposal"), to the extent the Proposal is consistent with the provisions of this Agreement other than the Proposal, and all Exhibits attached hereto (all of the foregoing documents, together with this Agreement, collectively, the "Contract" or "Contract Documents"; this definition of "Contract" supersedes and shall control and prevail over the definition of "Contract" in the General Conditions). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the **Santa Barbara Courthouse Roof Replacement & Exterior Restoration, 23012**, the Notice to Bidders, the Bid Bond, the Performance Bond, and the Payment Bond are attached hereto as **EXHIBIT A**, and a copy of the Proposal with Allowances and Unit Costs is attached hereto as **EXHIBIT B**. All capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Notice to Bidders. Copies of all Contract Documents are on file in the Department of General Services Office of the COUNTY, and have been and will be made available to the CONTRACTOR during the term of this Agreement. CONTRACTOR acknowledges receipt of all Contract Documents.

2. **WORK:** CONTRACTOR, at CONTRACTOR's own cost and expense, shall perform all the work described in the Contract Documents ("Work"), and shall furnish all equipment and materials necessary to perform and complete the Work, in a good and workmanlike manner and to the satisfaction of the Director of General Services of the COUNTY, all in strict accordance with the Plans and the Contract Documents.

3. **EXCAVATIONS:** Before any pavement resurfacing, displacement, or excavation of the ground that may be required in connection with the Work under this Contract, the CONTRACTOR shall obtain an inquiry identification number by calling Underground Service Alert (USA) 1 (800) 422-4133 or by such other means as may be required; shall conform to all requirements of Sections 4215 through 4217 of the Government Code regarding any such pavement resurfacing, displacement or excavation, including the payment of any fees required; and shall facilitate performance by the COUNTY of any obligation required of the COUNTY under the Government Code. There shall be no performance under this Contract by either party hereto unless and until CONTRACTOR complies with all of the foregoing provisions of this Sections 3, and notifies the County Representative (defined below) in writing regarding such compliance.

4. **COUNTY REPRESENTATIVE:** The "County Representative" referred to in the Contract Documents is Lou Gibilisco.

5. **PAYMENT:** As full compensation for furnishing all labor, supervision, overhead, materials, and equipment and for completing all of the Work contemplated by this Contract, and subject to adjustments and liquidated damages, if any, as provided in the Contract Documents, the base amount to be paid to the CONTRACTOR for satisfactory completion of all requirements of the CONTRACTOR under this Contract is and shall be **Two Million, Four Hundred Fifty-Six Thousand, Five Hundred and Eighty-One Dollars (\$2,456,581)** ("Base Contract Amount"), to be paid as provided in the Contract Documents. The CONTRACTOR assumes and will provide against any loss or damage arising out of the nature of the Work undertaken, or the action of the elements, or from any unforeseen difficulties or obstructions which

may arise or be encountered in the performance of the Work until its acceptance by the COUNTY, and assumes any and all expenses incurred by or in consequence of suspension or discontinuance of the Work, for well and faithfully completing the Work and the whole thereof, in the manner and to the requirements of the Contract and directions of the County Representative.

6. **RIGHT TO AUDIT**: CONTRACTOR shall maintain and make available all books, papers, records, detail costs, estimates, claims, and accounts, including payment, property, payroll, personnel, subcontractors, and financial records related to or which arise in connection with the Contract (collectively, the "Records"). The form of record keeping with respect to the Records shall be subject to approval by COUNTY. The Records shall be made available during normal business hours for examination by COUNTY or the County Representative and shall be retained at CONTRACTOR'S principal place of business in California for audit during normal business hours at such place for four (4) years after the recording of the Notice of Completion for the Project. CONTRACTOR shall provide an office in which COUNTY and the County Representative may conduct such audit(s).

The COUNTY will have the right to audit CONTRACTOR'S Project records. Records must be made available in a form satisfactory to the Santa Barbara County Auditor-Controller.

7. **EXTRA WORK**: Extra work, materials, resolution of disputes, corrections, and/or changes to the specifications as are required for the proper completion of the Work contemplated in the Contract Documents may be effected or authorized in writing via Allowances identified in Exhibit B and Change Order(s) duly executed by the County Representative, including providing for compensation in addition to the Base Contract Amount at the same rate per unit (or at a corresponding rate for work that is different from that provided for in the Contract Documents); provided, however, that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed the Allowance amount of **\$185,010** and Change order amount of **\$144,579.55**. Compensation in such other equitable amount as is appropriate for the requirements of the COUNTY may only be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors. The County Representative may agree upon an appropriate additional time to be allowed as required for such extra work, materials, resolution, or changes.

8. **COMPLIANCE WITH LAW, AMENDMENTS**: CONTRACTOR shall keep fully informed of, and shall at all times during the Term ensure the performance of the Work is in compliance with, all laws, statutes, ordinances, decrees, orders, and regulations which do or may affect the Project, performance of the Work, the materials used therein, or persons engaged in connection therewith, and all such orders of bodies and tribunals having any jurisdiction over same (collectively, "Applicable Laws"). If it be found that the Special Provisions or Standard Specifications for the Work conflict with any Applicable Law(s), the CONTRACTOR shall immediately report same to the County Representative in writing. CONTRACTOR shall at all times observe and comply with, and shall cause all agents, employees, and subcontractors to observe and comply with, all Applicable Laws. CONTRACTOR acknowledges and shall comply with the provisions of Sections 9364 and Sections 9550 and 9566, inclusive, of the Civil Code of California.

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

10. **PREVAILING WAGE RATES**: Rates of wages, including overtime, holiday, and Sunday rates provided for the Work shall comply with and are subject to the California Labor Code, Sections 1770 et. seq., Executive Orders of the President of the United States No. 9240, dated September 9, 1942, and No. 9250, dated October 3, 1942, and to any modifications thereof, and to and any orders of the President or any authorized Federal Officer or agency, insofar as the same may apply to this Contract.

No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

11. CONTRACT DOCUMENTS ACKNOWLEDGED: CONTRACTOR hereby declares that CONTRACTOR has read the Contract Documents, has carefully examined the plans and detailed drawings of the Work to be performed, and fully understands the intent and meaning of the same.

12. TIME FOR COMMENCEMENT, COMPLETION: The Work to be performed under this Contract shall be completed within 210 calendar days after execution of this Agreement ("Term"). As soon as practicable after the Contract has been executed by both the CONTRACTOR and the COUNTY, a Notice to Proceed will be issued by the County Representative stating the starting date of work performance under the Contract. The CONTRACTOR shall begin work within fifteen (15) calendar days after receiving the Notice to Proceed unless otherwise provided therein. The provisions of this Agreement pertaining to Liquidated Damages shall apply in the event of the CONTRACTOR's failure to complete the Work within the Term.

13. WORKERS' COMPENSATION INSURANCE: CONTRACTOR certifies that CONTRACTOR has knowledge of, is in compliance with, and warrants that CONTRACTOR at all times during the TERM shall remain in compliance with, the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance by the provisions of that Code. CONTRACTOR shall comply with such provisions before commencing the performance of the Work.

14. PROGRESS PAYMENT; NO WAIVER FOR DELAY: Any progress payment made after the scheduled completion date for the Work shall not constitute a waiver of any liquidated damages under this Contract.

15. GUARANTEE BONDS: Before any performance under this Contract, the CONTRACTOR shall provide the security required by statute for the payment of all workers and suppliers, and security for the faithful performance of all terms and conditions of this Contract, in an amount and form approved by the COUNTY. Both securities shall contain provisions that automatically increase amounts thereof and/or time of completion or both for all change orders, extensions, and additions to the Work provided under this Contract.

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

17. DISPUTES: Should any dispute(s) arise respecting the construction or meaning of any of the plans or specifications affecting the Work or respecting the true value of any extra work or work omitted, such dispute(s) shall be resolved by the Project Engineer/Architect, whose decision shall be final and binding upon the parties hereto. If, after the decision of the Project Engineer/Architect as provided herein, claims (as defined in Public Contracts Code Section 20104) under this Contract are filed by CONTRACTOR against COUNTY, and those claims are in the aggregate amount of \$375,000 or less, such claims shall be resolved under Public Contracts Code Sections 20104 through 20104.8, inclusive.

18. SUBSTITUTION OF MATERIALS: The County Representative is authorized to act on behalf of the County in matters requiring consent, notice, or hearing to substitute materials or equipment specified, to the extent expressly authorized by the Board of Supervisors in approving this Contract and to extent not inconsistent with any of the numbered sections of this Agreement or Exhibit C.

19. SURVIVAL: All provisions of this Contract which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

20. INDEMNIFICATION AND INSURANCE: CONTRACTOR shall, at all times during the Term, comply with the indemnification and insurance provisions set forth in EXHIBIT C, attached hereto and incorporated herein by reference.

21. **ARPA COMPLIANCE:** CONTRACTOR shall comply with the requirements of the Federal 2021 American Rescue Plan Act (“ARPA”), Local Assistance and Tribal Consistency Fund Reporting Guidance, and federal regulations, including, but not limited to, Title 2 of the Code of Federal Regulations (CFR) Part 200, entitled, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.” In addition, CONTRACTOR shall comply with the Federal Terms and Conditions attached hereto as EXHIBIT D and incorporated herein by reference. CONTRACTOR shall comply with grant agreements, assurances in applications, notices of award, and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing the ARPA funds provided in connection with this Agreement. CONTRACTOR shall be responsible for providing services in a manner consistent with all federal and state requirements and standards required as a condition of receiving and expending ARPA funds provided in connection with this Agreement.

22. **TAXES:** CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with any Work under this Contract, and shall make any and all payroll deductions required by law. CONTRACTOR is responsible for all CONTRACTOR personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments, and disability benefits. In no event shall COUNTY pay or be responsible for any taxes imposed on, or with respect to, CONTRACTOR's income, revenues, gross receipts, personnel, real or personal property, or other assets. COUNTY shall not be responsible for paying any taxes on CONTRACTOR's behalf, and should COUNTY be required to do so by state, federal, or local taxing agencies, CONTRACTOR agrees to promptly reimburse COUNTY for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

23. **CONFLICT OF INTEREST:** CONTRACTOR covenants that CONTRACTOR presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of Work required to be performed under this Contract. CONTRACTOR further covenants that in the performance of this Contract, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any potential conflict of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial, and such waiver is only effective if provided by COUNTY to CONTRACTOR in writing.

24. **NONDISCRIMINATION:** COUNTY hereby notifies CONTRACTOR that COUNTY's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Contract and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and CONTRACTOR agrees to comply with said ordinance.

25. **NON-ASSIGNMENT:** CONTRACTOR shall not assign, subcontract, delegate, or otherwise transfer, directly or indirectly, whether by operation of law or otherwise (“Transfer”) this Contract, in whole or in part, or any of CONTRACTOR's rights or obligations under this Contract, without the prior written consent of COUNTY in each instance. Any attempted or purported Transfer in violation of this Section 24, or in violation of Section 2.08 of the General Conditions, attached hereto as part of Exhibit A, shall be null and void and without legal effect and shall constitute grounds for termination by COUNTY. No Transfer shall relieve CONTRACTOR of any of its obligations hereunder.

26. **SEVERABILITY:** If any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

27. **TIME IS OF THE ESSENCE:** Time is of the essence in this Contract, and each covenant and term is a condition herein.

28. **ENTIRE AGREEMENT AND AMENDMENT:** The Contract Documents, as may be modified from time to time during the Term by duly authorized and executed Change Orders in accordance with the provisions of this Agreement and the General Terms, contain the entire understanding and agreement of the Parties with respect to the subject matter

hereof and thereof, and there have been no promises, representations, agreements, warranties or undertakings by any of the Parties, either oral or written, of any character or nature hereafter binding except as set forth herein and therein. This Contract may be altered, amended or modified only by an instrument in writing, duly executed by each of the Parties, and by no other means, except as otherwise set forth in Section 31, below, to the extent such delegated authority is expressly authorized by the COUNTY Board of Supervisors in approving this Contract. Each Party waives its future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

29. EXECUTION OF COUNTERPARTS: This Contract may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Parties shall preserve undestroyed, shall together constitute one and the same instrument.


30. ORDER OF PRECEDENCE: In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions contained in the numbered sections of this Agreement shall prevail over those in the Exhibits. CONTRACTOR agrees that in the event of any discrepancy, inconsistency, gap, ambiguity, or conflicting language between Exhibit B, on the one hand, and any other provision(s) of this Contract on the other, the provisions of this Contract (including the numbered sections of this Agreement, Exhibit A, and Exhibit C) other than Exhibit B shall take precedence and control and prevail over the provisions of Exhibit B.

31. SUBCONTRACTORS: CONTRACTOR is authorized to subcontract with only the subcontractor(s) identified in the Proposal as attached hereto and as set forth in Exhibit B ("Subcontractors"). Contractor shall be fully responsible for all services and Work performed by its Subcontractors. Contractor shall secure from each of its Subcontractors legally binding written agreements to comply with the provisions of this Agreement pertaining to CONTRACTOR's obligations as if such obligations pertained to such Subcontractor, including, but not limited to, audit obligations.

32. CHANGE ORDERS: No Change Order shall be valid or enforceable against the COUNTY unless duly authorized by the COUNTY in accordance with Article 6 of the General Conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date executed by the County.

COUNTY
County of Santa Barbara

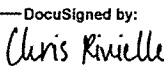
By: 
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Dated: 11-7-23

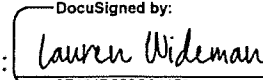
ATTEST:
MONA MIYASATO,
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: 
Deputy Clerk of the Board

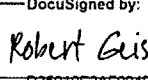
CONTRACTOR
Plant Construction Company, L.P.
By Plant/Allison Corporation
Its General Partner
300 Newhall St.
San Francisco, Ca. 94214

By:  10/24/2023 | 2:11 PM PT
DocuSigned by:
Chris Rivielle
AUTHORIZED REPRESENTATIVE
Name: Chris Rivielle
Title: President

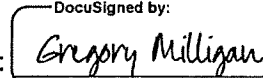
APPROVED AS TO FORM:
FORM:
RACHEL VAN MULLEM,
COUNTY COUNSEL

By:  10/24/2023 | 3:42 PM PDT
DocuSigned by:
Lauren Wideman
Deputy County Counsel

APPROVED AS TO ACCOUNTING
BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By:  10/24/2023 | 3:05 PM
DocuSigned by:
Robert Geis
Deputy Auditor-Controller

APPROVED AS TO FORM:
GREG MILLIGAN, ARM
RISK MANAGER

By:  10/24/2023 | 3:33 PM PDT
DocuSigned by:
Gregory Milligan
Risk Management

RECOMMENDED FOR APPROVAL
KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

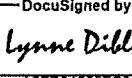
By:  10/24/2023 | 3:08 PM PDT
DocuSigned by:
Lynne Dible
Department Head

EXHIBIT B
Plant Construction Company, L.P. Proposal, October 2, 2023
(Attached)

CONTRACT SUMMARY

Base Bid	\$ 2,456,581.00
Allowances Exhibit B Proposal	\$ 185,010.00
Sub Total	\$ 2,641,591.00
Contingency	\$ 144,579.55
Total Contract	\$ 2,786,170.55

EXHIBIT A

NOTICE TO BIDDERS

Notice is hereby given that the General Services Department, County of Santa Barbara will receive bids for:

COUNTY OF SANTA BARBARA
Santa Barbara Courthouse Roof & Exterior Restoration, Phase 2
1100 Anacapa St., Santa Barbara, CA 93101
Project No. 23012

MANDATORY JOB WALK: 10:00 AM, FRIDAY, SEPTEMBER 8, 2023

BID DUE DATE: 2:00 PM, Monday, October 2, 2023

VIRTUAL BID OPENING: October 2, 2023, 2:00 PM

CONSTRUCTION COST ESTIMATE: \$2,098,968.

PROJECT LOCATION(S): 1100 Anacapa St., Santa Barbara, Ca. 93101. Figueroa Wing.

OPTIONAL JOB WALK: The job walk is MANDATORY on 10:00am, Friday, September 8, 2023. **Only those prime contractors attending a job walk shall be qualified to bid the work.**

PROJECT DESCRIPTION: This project consists of a roof replacement in-kind (utilizing the existing tile where possible), exterior envelope restoration, and possible engineered fall protection. All work must follow the Secretary of the Interior Standards for the Treatment of Historic Properties.

CONTRACTOR'S LICENSE: The CONTRACTOR shall possess a California Class B Contractor's license.

QUESTIONS: All questions should be addressed on Public Purchase on or before **2:00pm, Thursday, September 14, 2023**. Any changes or additional information needed for bidding will be provided in an Addendum and posted on the Public Purchase website. Public Purchase: Bid RFP #23012 - GS Capital Project - Santa Barbara Courthouse Roof & Exterior Restoration

BID DOCUMENTS: All plans, specifications, and proposal forms for bidding this project will be found on Public Purchase web site: Public Purchase: Bid RFP #23012 - GS Capital Project - Santa Barbara Courthouse Roof & Exterior Restoration.

BID SUBMITTAL INSTRUCTIONS: Each bid shall be in accordance with the plans and specifications approved by the General Services Department. The bid shall be submitted electronically on the Public Purchase web site: Public Purchase: Bid RFP #23012 - GS Capital Project - Santa Barbara Courthouse Roof & Exterior Restoration on or before **2:00pm, Monday October 2, 2023**.

SUBSTITUTION OF SECURITIES: Pursuant to Section 22300 of the Public Contract Code and the project specifications, the CONTRACTOR may substitute securities or request that the County make payment of retentions to an escrow agent for any money held by the COUNTY to ensure contract performance.

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

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

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

(Principal)

(Surety)

(By)

(Signature of Attorney-In-Fact)

(Dated)

(Address)

(City, State & Zip)

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

Name of Agent

Address

City, State & Zip

Telephone Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

REGISTRATION: No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code § 1771.1(a)]; no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5; and this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

QUALIFYING CONTRACTOR OR SUBCONTRACTOR: Pursuant to the provisions of Section 4104 of the California Public Contracting Code a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal or engage in the performance of any contract for public work, as defined in Section 4104, unless currently registered with the Department of Industrial Relations and qualified to perform public work pursuant to Section 1725.5 California Labor Code.

WITHDRAWAL OF BIDS: The COUNTY reserves the right to reject any and or all bids or waive any informality in a bid. No bidder may withdraw his bid for a period of ninety (90) days after the date set for the opening thereof.

BID SELECTION: The COUNTY reserves the right to select any one or any combination of bids, whichever is in the best interest of the COUNTY.

BID PROTEST: The County of Santa Barbara Bid Protest Procedures are described in Item 10 of the BID FORM, which is included in the bid documents.

CONSTRUCTION TIME: The successful CONTRACTOR (after receiving the Notice to Proceed) shall have 210 calendar days to complete all work called for under the Contract Documents.

LIQUIDATED DAMAGES: The liquidated damages will be **\$1000 (One Thousand Dollars)** per day for project delays that are determined to be attributable to the CONTRACTOR.

VIRTUAL BID OPENING: Bids will be opened and read aloud in a public virtual meeting. Meeting information will be posted on Public Purchase.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal,
and _____ as Surety
(hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California (hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid of the Principal above named, submitted by said Principal to Owner for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**County of Santa Barbara
Santa Barbara Courthouse,
Roof Renovation & Exterior
Restoration
1100 Anacapa, Santa Barbara, Ca. 93101
County Project No. 23012**

for which bids are to be opened on Tuesday, September 19, 2023 2:00 PM has been submitted by Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein after the opening of the same, or, if no period be specified within one hundred twenty (120) days after said opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days after the prescribed forms are presented to him for signature, enter into a written Contract with Owner, in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Contract or to the work to be performed thereunder or the Specifications accompanying the same shall in any manner affects its obligations on this bond, and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

Name of Principal

(Seal)

Date

Signature of Principal

Name of Surety

Address

City, State & Zip

(Seal)

Date

Signature of Surety's Attorney-In-Fact

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

Name of Agent

Address

City, State & Zip

Telephone Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

PROPOSAL

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and _____, (hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara
Santa Barbara Courthouse
1100 Anacapa St. Santa Barbara, CA 93101
County Project No. 23012
(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and _____

as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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

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

waive notice of any such change, extension of time, alteration or additions to the terms of the Contract or to the work or to the specifications.

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

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

(Principal)

(Surety)

(By)

(Signature of Attorney-In-Fact)

(Dated)

(Address)

(City, State & Zip)

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

Name of Agent

Address

City, State & Zip

Telephone Number

NOTE: Signature of those executing for Surety must be properly acknowledged.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and _____ (hereinafter referred to as Principal) have by written agreement dated _____, entered into a contract identified as:

Project Title: County of Santa Barbara
Santa Barbara Courthouse
1100 Anacapa St. Santa Barbara, CA 93101
County Project No. 23012
(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal a _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ _____, for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

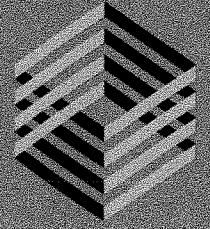
THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

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

COUNTY OF SANTA BARBARA

PLANT

ROOF REPLACEMENT, ENVELOPE RESTORATION, & ENGINEERED FALL PROTECTION

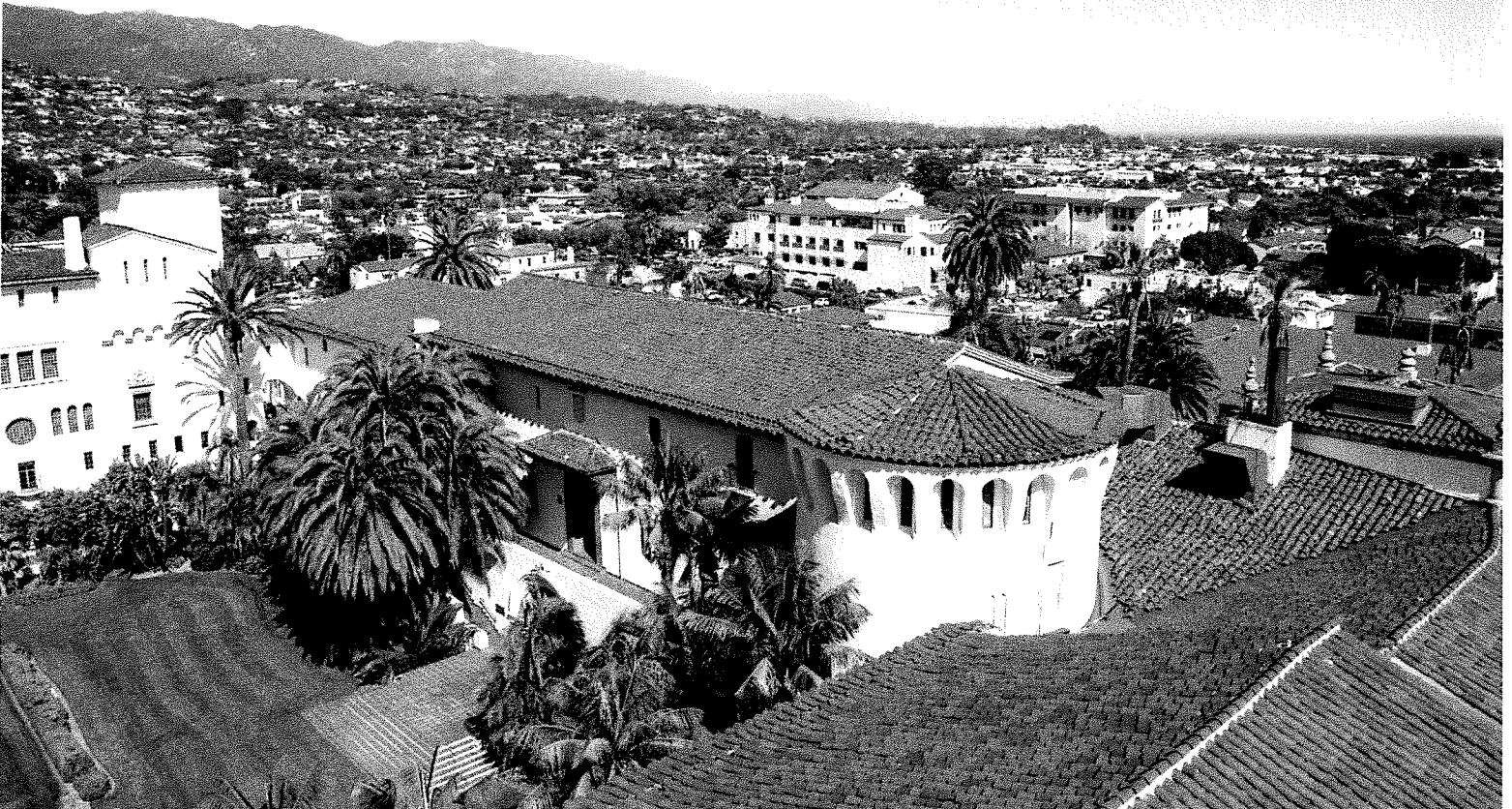


RESPONSE TO REQUEST FOR PROPOSAL

PROJECT NO. 23012 | OCTOBER 2, 2023

SUBMITTED BY

Phillip Aguilar
Vice President/Construction Manager
Plant Construction Company, L.P.
phillipa@plantco.com | 415.608.1948
300 Newhall Street
San Francisco, CA 94214



BID FORM

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the construction of:

**County of Santa Barbara, Santa Barbara Courthouse Roof Replacement, Exterior Restoration, Gutter Cleaning, & Engineered Fall Protection.
1100 Anacapa St, Santa Barbara, Ca. 93101
Project #: 23012**

Bid Due Date: Monday, October 2, 2023, 2:00 PM

including Addendum No(s) 1, 2, 3, , ,, the undersigned bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work at the place where the Work is to be done, hereby proposes and agrees to fully perform the Work within the time stated in and in strict accordance with the Contract Documents (including the furnishing of any and all labor, materials, tools, expendable equipment and utility and transportation services necessary to fully perform the work and complete it in a workmanlike manner) for the total sum of:

2. BASE BID

\$

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4	5	6
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5	8	1
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0	0
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(Place figures in appropriate boxes.)

The contractor shall submit a list of the allowances and unit costs with the bid submittal.

3. It is understood that Owner reserves the right to reject the proposal and that it shall remain open and not be withdrawn for a period of sixty (60) calendar days from the date prescribed for its opening.



Santa Barbara County Courthouse Allowance & Unit Prices

ALLOWANCES

Allowance No. 4: Include replacement of 10 percent of Clay Tile Roofing at area of work due to loss of tile from breakage or other damage, as specified in Section 073213 "Clay Tile Roofing" and called out in roof plan key note 2. Replacement tile shall be custom made to match historic	\$82,800
Allowance No. 5: Include an additional 30 percent of removal of loose, debonded or otherwise damaged exterior cement plaster (stucco) and repair with cement plaster (stucco), in addition to locations shown on drawings (elevation key note 13), as specified in Section 092400 "Historic Cement Plaster (Stucco) Repair and Maintenance."	\$560
Allowance No. 6: Include an additional 30 percent of concrete crack repair in addition to locations shown on drawings (elevation key note 1), as defined on drawings, and in Section 030130 "Maintenance of Cast in Place Concrete.	\$740
Allowance No. 7: Include an additional 10 percent of concrete spall repairs in addition to locations shown on drawings (elevation key note 2), as defined on drawings, and in Section 030130 "Maintenance of Cast in Place Concrete.	\$585
Allowance No. 8: Include 500 SF of concrete spall repairs at concrete roof substrate below clay roofing tiles, as defined on drawings, and in Section 030130 "Maintenance of Cast in Place Concrete.	\$70,000
Allowance No. 9: Include the lump sum allowance of \$5000 for purchase, delivery, and installation of new window hardware at missing or damaged hardware locations, as specified in Section 080151 "Treatment of Steel Windows" and Section 080152 "Treatment of Wood Windows."	\$5,000
Allowance No. 10: Include an additional 50 percent of replacement glazing panels, in addition to the quantities indicated in the window schedules, as defined on the drawings, and in Section 080151 "Treatment of Steel Windows" and Section 080152 "Treatment of Wood Windows".	\$3,325
Allowance No. 11: Include 12,000 sqft. Abatement, removal and disposal of ACM Roofing underlayment. Hazardous material survey will be completed prior to any demolition or Roof removal activities.	\$19,000
Allowance No. 12 include a per unit price for as built, engineered fall protection a davit or roof anchor safety system. includes flashing of penetration, not included in the estimate.	\$3,000

UNIT PRICES

Unit Price No. 4 – Clay Tile Roofing Replacement:	
1. Description: Replacement of clay tile roof unit to match original, as defined on A-8.00 series sheets, and in Section 073213 – Clay Tile Roofing.	
2. Unit of Measurement: Per tile.	\$50
Unit price #4: Field tile is \$12.00 each, eave tile \$297.68 each per Craig Roofing	
Unit Price No. 5 – Wood Window Dutchman Repair	
1. Description: Repair of wood window component with wood dutchman, as defined on drawings, and in Section 080152 – Treatment of Wood Windows.	
2. Unit of Measurement: Linear foot.	\$1,200



Santa Barbara County Courthouse Allowance & Unit Prices

Unit Price No. 6 – Exterior Cement Plaster (Stucco) Replacement:

- 1. Description: Removal of loose, debonded or otherwise damaged cement plaster, surface prep and replacement with cement plaster, as defined in Section 092400 – Historic Cement Plaster (Stucco) Repair and Maintenance.
- 2. Unit of Measurement: Square foot.

\$161

Unit Price No. 7 – Exterior Cement Plaster (Stucco) Crack Repair:

- 1. Description: Crack repair in exterior cement plaster, as defined in Section 092400 – Historic Cement Plaster (Stucco) Repair and Maintenance.
- 2. Unit of Measurement: Linear foot.

\$40

Unit Price No. 8 – Concrete Spall Repair

- 1. Description: Repair of existing concrete surface spall, including removal of loose material, prep of existing substrate and any corroded steel present, and repair with concrete patch material, as defined on Sheet S1.01, and in Section 030130 - Maintenance of Cast in Place Concrete.
- 2. Unit of Measurement: Each patch, assuming a 1'x 1' x 6" area.

\$316

Unit Price No. 9 – Concrete Crack Repair

- 1. Description: Routing of existing cracks in concrete and repair with specified grout, as defined on Sheet S1.01, and in Section 030130 - Maintenance of Cast in Place Concrete.
- 2. Unit of Measurement: Linear foot.

\$60

Unit Price No. 10 – Wood Anchors

- 1. Description: Reattachment of loose wood element such as a rafter tail or corbel with new anchors or fasteners as described in Section 060410 – Exterior Architectural Woodwork Repair and Maintenance.
- 2. Unit of Measurement: Each location, assuming 1 wood corbel or similar element.

\$891

Glass Replacement \$110/EA

4. Attached hereto and incorporated herein is the complete and entire list of subcontractors to be employed by the undersigned and in the performance of the Work.
5. It is understood and agreed that if written notice of the acceptance of this proposal is mailed or delivered personally to the undersigned bidder within thirty (30) calendar days after the opening of the proposal, or at any time thereafter before it is withdrawn, the undersigned bidder will execute and deliver the Contract Documents to Owner in accordance with the proposal as accepted, and will also furnish and deliver to Owner any Payment Bond required under the provisions of California Civil Code Section 3247 through 3252 and Performance Bond as required under the provisions of the California Government Code and/or California Public Contract Code all within fourteen (14) calendar days after personal delivery or deposit in the mails, as the case may be, of the notifications of award. The work under the contract shall be commenced by the undersigned bidder on the date stated in COUNTY'S written Notice to Proceed and shall be completed within **210 calendar** days thereafter.
6. Notice of acceptance or request for additional information may be addressed to the undersigned bidder at the business address set forth below.
7. The bid, contract or other submittal of the CONTRACTOR identified below in connection with the foregoing project is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; and that the bid is genuine, and not collusive or sham; that the undersigned bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and 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; that the undersigned bidder has not directly or indirectly sought by agreement, communication or conference with anyone to fix his bid price or the bid price of any other bidder or to fix any overhead, profit or cost element of such bid price or of that of any other bidder or to secure any advantage against the COUNTY of Santa Barbara of anyone interested in the proposed contract; or all statements contained in this proposal are true; and that the undersigned 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, or paid, and will not pay any fee to any corporation, partnership, company association, organization, Bid Depository or to any member or agent thereof to effectuate a collusive or sham bid. I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct.
8. Wherever in this proposal an amount is stated in both words and figures, in case of discrepancy between words and figures the words shall prevail; if all or any portion of the proposal is required to be given in unit prices and totals and a discrepancy existing between any such unit prices and totals so given, the unit prices shall prevail.
9. In accordance with the provisions of Sections 1860 and 1861 of the California Labor Code, every CONTRACTOR will be required to secure the payment of compensation of his or her employees. Each CONTRACTOR to whom a public works contract is awarded shall sign the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which requires 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."
10. Protests of any bid(s) received must be in writing, must specify all grounds for the protest, and must be filed within ten working days after the opening of bids.

CONTRACTOR

Plant Construction Company, L.P.

95-528283

Company

IRS Number

300 Newhall St

B, A, C-8

Street Address

License Classification

San Francisco, CA 94124

995375

City

License Number

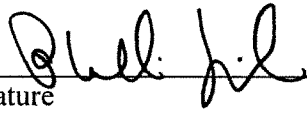
415.609.1948

PW-LR-1000575696

Phone Number

DIR Number

Signature



Phillip Aguilar, VP/Construction Manager

Print Name, Title

DESIGNATION OF SUBCONTRACTORS

The bidder agrees if this proposal is accepted, that he will contract with the County of Santa Barbara to do all work and furnish all labor, materials, machinery, tools and apparatus necessary to completely perform said Contracts in the manner and time prescribed by said Contract.

County of Santa Barbara
Santa Barbara Courthouse Roof Replacement, Exterior Restoration and Engineered Fall
Protection 1100 Anacapa Street, Santa Barbara, Ca. 93101
 Project # 23012
 Bid Due Date: Monday, October 2, 2023, 2:00 PM

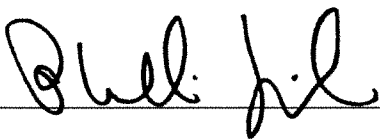
In compliance with the provisions of Section 4100-4107 of the Public Contract Code of the State of California, and any amendments, thereof, the undersigned bidder has set forth below the name and location of the place of business of each subcontractor who will perform work or labor or render service to the undersigned in or about the construction of the work to be performed. That portion of the work which will be done by each subcontractor for each subcontract in excess of one-half of one percent of the undersigned's total aggregate bid shall be listed.

SUBCONTRACTORS LIST		
SUBCONTRACTOR: California Access Scaffold, LLC		ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LOCATION/ADDRESS: City of Industry, CA		Scaffolding \$145,545
LICENSE NO. CLASS: 971882; C-61	EXPIRATION DATE: 4/30/2024/ /	PHONE: (310) 324-2319
SUBCONTRACTOR: Best Contracting Services		ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LOCATION/ADDRESS: Gardena, CA		Clay Tile Roofing \$821,295
LICENSE NO. CLASS: 456263; C-39	EXPIRATION DATE: 5/31/2024/ /	PHONE: (310) 328-6969
SUBCONTRACTOR: Purple Painting		ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LOCATION/ADDRESS: Santa Barbara CA		Painting/Plaster \$268,000
LICENSE NO. CLASS: 1096227; C-33	EXPIRATION DATE: 2/28/2025/ /	PHONE: (805) 636-3240

SUBCONTRACTORS LIST		
SUBCONTRACTOR: Kaptive Construction & Preservation		ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage) Window Restoration;\$258,336
LOCATION/ADDRESS: Los Angeles, CA		
LICENSE NO. CLASS: 1031892; B & C-29	EXPIRATION DATE: 10/31/2025 /	PHONE: (424) 260-7454
SUBCONTRACTOR:		ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()
SUBCONTRACTOR:		ITEM OF WORK: (bid item number - if partial amount of bid item, list amount or percentage)
LOCATION/ADDRESS:		
LICENSE NO. CLASS:	EXPIRATION DATE: / /	PHONE: ()

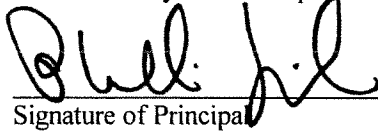
NOTE: This form may be reproduced and attached behind this page to list more Subcontractors.

Bidding Contractor: Plant Construction Company, L.P.

Bidder's Signature 

CERTIFICATE OF COMPLIANCE

This is to certify that all requirements for insurance of subcontractors as specified for this project will be met.



10/2/2023

Signature of Principal

Dated

Phillip Aguilar, VP/Construction Manager

Printed Name, Title of Principal

Plant Construction Company, L.P.

Company

300 Newhall St

Address

San Francisco, CA 94124

City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Specifications. Should he be awarded the contract for the work, Bidder further certifies that he can meet all the Contract Specification requirements for insurance including insurance coverage of his subcontractors.

REGARDING PUBLIC CONTRACT CODE SECTION 10232:

In accordance with Public Contract Code Section 10232, the Contractor hereby states, under penalty of perjury, that no more than one final unappealable finding of contempt of court by a Federal Court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a Federal Court which orders the Contractor to comply with an order of the National Labor Relations Board.

REGARDING PUBLIC CONTRACT CODE SECTION 10162:

In accordance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing, a federal, state, or local government project because of a violation of law or safety regulation?

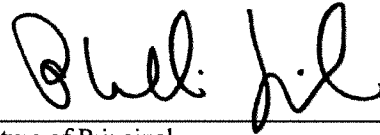
Yes _____

No

(If the answer is yes, explain the circumstances on a separate sheet of paper and attach to proposal)

10/2/2023

Date



Signature of Principal

Phillip Aguilar, VP/Construction Manager

Printed Name, Title of Principal

Plant Construction Company, L.P.

Company

300 Newhall St

Address

San Francisco, CA 94124

City, State & Zip

ANTI-FRAUD CERTIFICATION

COUNTY OF SANTA BARBARA
SANTA BARBARA COURHOUSE ROOF REPLACEMENT, EXTERIOR
RESTORATION, GUTTER CLEANING, & ENGINEERED FALL PROTECTION
1100 ANACAPA STREET, SANTA BARBARA, CA 93101
Project No. 23012
Bid Due Date: MONDAY, OCTOBER 2, at 2:00 P.M.

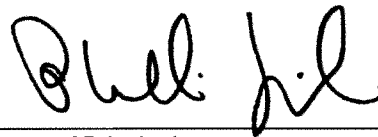
In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder **has** , **has not** , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or Trustees of the California State University.

The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

NOTE: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided.

10/2/2023

Date



Signature of Principal

Phillip Aguilar, VP/Construction Manager

Printed Name, Title of Principal

Plant Construction Company, L.P.

Company

300 Newhall St

Address

San Francisco, CA 94124

City, State & Zip

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code § 7106, Phillip Aguilar
(Bidder's full name)

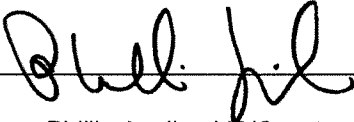
being first duly sworn, deposes and says that he or she is VP/ Construction Manager
(Bidder's title)

of Plant Construction Company, L.P.
(Company's name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that 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.

SIGNATURE BLOCK <i>(Signature Block must be completed in ink & changes must be initialed.)</i>	
Bidder's Signature: <u></u>	Date: <u>10/2/2023</u>
Bidder's Name & Title (Print): <u>Phillip Aguilar, VP/Construction Manager</u>	
At CITY: <u>San Francisco</u>	STATE: <u>CA</u>

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____ Plant Construction Company, L.P. _____ as Principal,
and _____ Western Surety Company _____ as Surety
(hereinafter referred to as Surety), are held firmly bound unto the County of Santa Barbara, State of California
(hereinafter called "Owner") in the penal sum of Ten Percent (10%) of the total aggregate amount of the bid
of the Principal above named, submitted by said Principal to Owner for the work described below, for the
payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves,
our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. Surety shall
be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance
Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes
effective January 1, 1996) published by the Department of Insurance, State of California or successor
publications. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent DOLLARS
(\$ 10% of the Total Amount Bid _____ of Total Amt. Bid--
_____). The condition of this obligation is such that a bid to Owner for
certain construction specifically described as follows:

**County of Santa Barbara
Santa Barbara Courthouse,
Roof Renovation & Exterior
Restoration
1100 Anacapa, Santa Barbara, Ca. 93101
County Project No. 23012**

for which bids are to be opened on **Tuesday, September 26, 2023 2:00 PM** has been submitted by
Principal to Owner.

NOW, THEREFORE, if the aforesaid Principal shall not withdraw said bid within the period therein
after the opening of the same, or, if no period be specified within one hundred twenty (120) days after said
opening and shall within the period specified therefore, or, if no period be specified, within eight (8) days
after the prescribed forms are presented to him for signature, enter into a written Contract with Owner,
in the prescribed form, in accordance with the bid as accepted, and file the two Bonds with Owner, one to
guarantee faithful performance and the other to guarantee payment for labor and materials, as required by
law, then this obligation shall be null and void; otherwise, it shall remain in full force, virtue and affect.

Said Surety, for value received, hereby stipulates and agrees that no change, extension of
time, alteration or addition to the terms of said Contract or to the work to be performed thereunder
or the Specifications accompanying the same shall in any manner affects its obligations on this bond,
and it does hereby waive notice of any change, extension, alteration, or addition.

It is hereby agreed that any progress payment made after the scheduled completion date will
not constitute a waiver of any liquidated damages heretofore agreed upon.

In the event suit is brought upon said Bond by Owner and judgment is recovered, the Surety shall
pay all costs incurred by Owner in such suit, including a reasonable attorney's fee to be fixed by the Court.

Contract No. _____
Bid No. _____

Contract No. _____ Bid No. _____

Death, Bankruptcy, Receivership, Going Out of Business for any reason, or incompetence of the Principal shall not relieve the Surety of its obligations hereunder.

9/25/23
Date

Plant Construction Company, L.P.
Name of Principal
TJ WESS (Seal)
Signature of Principal

September 22, 2023
Date

Western Surety Company
Name of Surety
555 Market St., Ste., 200
Address
San Francisco, CA 94105
City, State & Zip
Kathleen E. Earle (Seal)
Signature of Surety's Attorney-in-Fact
Kathleen E. Earle, Attorney-in-Fact

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

Andreini & Co.
Name of Agent
2010 Crow Canyon Place, Ste. 320
Address
San Ramon, CA 94583
City, State & Zip
925-884-2287
Telephone Number

NOTE: Signatures of those executing for Surety MUST be properly acknowledged. This form may be reproduced for transmittal to the Surety for execution and attached to the front of the original Bid Bond Form.

PROPOSAL

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

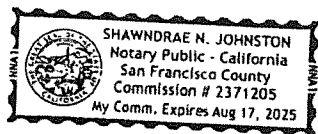
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On SEP 22 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen E Earle
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 Shawndrae N. Johnston
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Steven N Passerine, Kathleen E Earle, Doreen Green, Shawndrae N Johnston, Individually

of San Ramon, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 4th day of November, 2022.



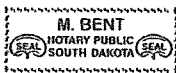
WESTERN SURETY COMPANY

Paul T. Bruffat
Paul T. Bruffat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 4th day of November, 2022, before me personally came Paul T. Bruffat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 22nd day of September, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code § 7106. Phillip Aguilar
(Bidder's full name)

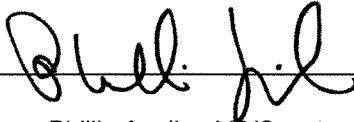
being first duly sworn, deposes and says that he or she is VP/ Construction Manager
(Bidder's title)

of Plant Construction Company, L.P.
(Company's name)

the party making the foregoing Bid, that the Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the Bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed Contract; that all statements contained in the Bid are true; and further, that 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.

SIGNATURE BLOCK <i>(Signature Block must be completed in ink & changes must be initialed.)</i>	
Bidder's Signature: <u></u>	Date: <u>10/2/2023</u>
Bidder's Name & Title (Print): <u>Phillip Aguilar, VP/Construction Manager</u>	
At CITY: <u>San Francisco</u>	STATE: <u>CA</u>

Santa Barbara County Courthouse
Roof Rehabilitation & Interior Restoration

Bond No. 30192964
Premium Included in
Performance Bond

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS.

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Plant Construction Company, L.P. (hereinafter referred to as Principal) have by written agreement dated _____ entered into a contract identified as:

Project Title: County of Santa Barbara
Santa Barbara Courthouse
1100 Anacapa St. Santa Barbara, CA 93101
County Project No. 23012
(Hereinafter referred to as the Contract) and

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

NOW, THEREFORE, said Principal a Western Surety Company

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 2,425,728.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said principal, his or its subcontractors, heirs, executors, administrators, successors, or assigns, shall fail to pay any of the persons named or referred to in Section 9100 of the California Civil Code, or amounts due under Unemployment Insurance Code with respect to work or labor performed by any such claimant, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the Contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code, or this bond, then said Surety will pay for the same, in an amount not to exceed the amount hereinafter set forth.

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

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

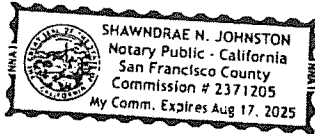
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Contra Costa }

On OCT 13 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Kathleen E Earle
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 Shawndrae N. Johnston
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen E. Earle , Individually

of San Mateo, CA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30192964
Principal: Plant Construction Company, L.P.
Obligee: County of Santa Barbara

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.

WESTERN SURETY COMPANY

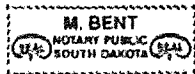


Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of October, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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.

ACKNOWLEDGMENT

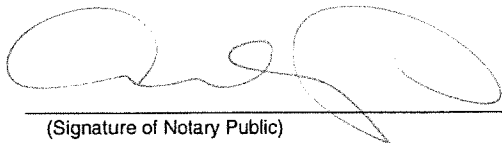
State of California
County of San Francisco

On 10/17/2023 before me, Antoinette D. Reyes, Notary Public
(Date) (Name and Title of Officer (e.g. "Jane Doe, Notary Public"))

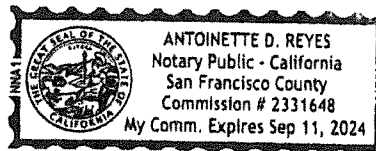
personally appeared Ty Weiss, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 of Notary Public)

Antoinette D. Reyes



(Notary Seal)

OPTIONAL DOCUMENT INFORMATION

Title or Type of Document: Payment Bond - SB Courthouse Ph 2

Document Date: (signed 10/17/2023) Number of Pages: 2

Santa Barbara County Courthouse
Rm of Rehabilitation & Exterior Restoration

Bond No. 30192964
Premium: \$19,058.00

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That the County of Santa Barbara of the State of California (hereinafter referred to as the County) and Plant Construction Company, L.P. (hereinafter referred to as Principal) have by written agreement dated _____ entered into a contract identified as:

Project Title: County of Santa Barbara
Santa Barbara Courthouse
1100 Anacapa St. Santa Barbara, CA 93101
County Project No. 23012
(Hereinafter referred to as the Contract) and

That, pursuant to law and to said Contract, and before entering upon the performance of said Contract, the Principal is required under the terms and conditions of said Contract to furnish a bond for the faithful performance of Contract.

NOW, THEREFORE, said Principal and Western Surety Company

_____ are corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 2,425,728.00 for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns both jointly and severally. Surety shall be and hereby warrants that it is listed in the Insurance Organizations Authorized by the Insurance Commissioner to Transact Business of Insurance in the State of California during 1995 (including changes effective January 1, 1996) published by the Department of Insurance, State of California or successor publications.

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

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

CALIFORNIA ACKNOWLEDGMENT

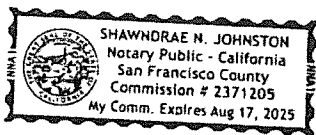
CIVIL CODE § 1189

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State of California }
County of Contra Costa }

On OCT 13 2023 before me, Shawndrae N. Johnston, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Kathleen E Earle
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 Shawndrae N. Johnston
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended 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: _____ Signer's Name: _____
 Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____
 Partner – Limited General Partner – Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Kathleen E. Earle , Individually

of San Mateo, CA its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: 30192964
Principal: Plant Construction Company, L.P.
Obligee: County of Santa Barbara

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of May, 2023.



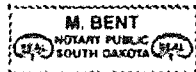
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of October, 2023.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

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.

ACKNOWLEDGMENT

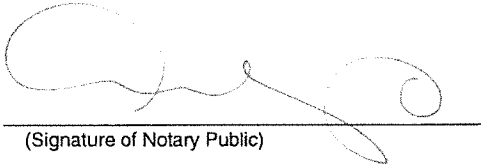
State of California
County of San Francisco

On 10/17/2023 before me, Antoinette D. Reyes, Notary Public
(Date) (Name and Title of Officer (e.g. "Jane Doe, Notary Public"))

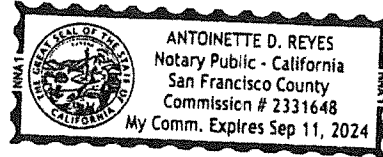
personally appeared Ty Weiss, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) 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 of Notary Public)

Antoinette D. Reyes



(Notary Seal)

OPTIONAL DOCUMENT INFORMATION

Title or Type of Document: Performance Bond - SB Courthouse Ph 2

Document Date: (signed 10/17/2023) Number of Pages: 2

AGENCY CUSTOMER ID: PLANCON-01

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Plant Construction Company, L.P. 300 Newhall Street San Francisco CA 94124	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

STFCPP100DCW102.

Waiver Subrogation in favor of the Additional Insureds on all required liability policies per attached Endorsements CG24040509, CA04441013, WC040306 and STFCPP100DCW1020.

Thirty Days' Advance Notice of Cancellation (except for reason of non-payment of premium at ten days) to Certificate Holder per attached Endorsement 00ML0087001110.

POLICY NUMBER: 71PKG8885818

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION	PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 71PKG8885818

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ALL PARTIES CHERE REQUIRED BY A WRITTEN CONTRACT</p> <p>COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION</p>	<p>PER WRITTEN CONTRACT</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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



POLICY NUMBER: 71PKG8885818

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

Primary And Noncontributory Insurance

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

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

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

POLICY NUMBER: 71PKG8885818

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

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 WHERE WAIVER OF OUR RIGHT TO RECOVER IS
REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR
TO THE 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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

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

ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED
IN A WRITTEN CONTRACT, THAT SUCH PERSON OR
ORGANIZATION IS AN ADDITIONAL INSURED ON THIS
POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8885818

Named Insured: PLANT CONSTRUCTION COMPANY, L.P.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/1/2022

POLICY NUMBER: 71PKG8885818

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

POLICY NUMBER: 71PKG8885818

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION WHERE WAIVER OF OUR RIGHT TO RECOVER
IS REQUIRED BY WRITTEN CONTRACT PROVIDED SUCH CONTRACT WAS
EXECUTED PRIOR TO THE LOSS.

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: **71PKG8885818 & 74WCI8942718**

Named Insured: **Plant Construction Company, L.P.; et al.**

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **11/01/2022**

POLICY NUMBER: EOC7629130-02

NAMED INSURED: PLANT CONSTRUCTION COMPANY, L.P.

under Section **II. Supplementary Payments** for all covered **Public Relations Expenses** combined will be subject to the **Public Relations Expenses** Limit of Liability shown in the Declarations. A **Crisis Event** occurs when you first become aware of the **Crisis Event**.

E. Bankruptcy Litigation Expenses

We shall reimburse the **Insured** up to a maximum of \$25,000 per **Claim**, subject to a maximum of \$50,000 per **Policy Period**, for the reasonable and necessary legal fees, costs, and expenses incurred by the **Insured** in filing a motion to seek relief from a bankruptcy stay with regard to a **Design Professional** as part of a **Protective Claim** against that **Design Professional**.

III. DEFINITIONS

When used in this policy, the following terms, whether in the singular or plural, are defined as follows:

- A. Additional Insured** means, solely with respect to **Coverage C.1. Contractor's Pollution Liability**, any person or organization that is required to be added as an **Insured** on this policy by written contract or written agreement executed with the **Insured** prior to a known **Pollution Event** as a result of the performance of **Covered Operations** that are the subject of such written contract or written agreement.
- B. Automobile** means a land motor vehicle, trailer, or semi-trailer designed for travel on public roads, including any machinery or apparatus attached thereto.
- C. Bodily Injury** means physical injury, sickness, disease, or death sustained by any person, including mental anguish, emotional distress, and costs for medical monitoring, but only when such mental anguish, emotional distress, and costs for medical monitoring are a direct result of physical injury, including physical injury to tangible property.
- D. Carrier** means any person or organization that is properly licensed to transport **Materials** by **Automobile, Vessel**, or rolling stock, including the **Insured** and any other person or organization, pursuant to written contract or written agreement, that transports such **Materials** on behalf of the **Insured**.
- E. Circumstance** means:
 - 1. an event reported to us during the **Policy Period** in compliance with Subsection **VI.E. Notice of Circumstance**, which the **Insured** could reasonably expect to result in a **Claim**; and
 - 2. all proceedings reported to us during the **Policy Period** in compliance with Subsection **II.A. Pre-Claims Assistance**.
- F. Claim** means:
 - 1. Under **Coverage A.1.**, a **Professional Liability Claim**;
 - 2. Under **Coverage A.2.**, a **Rectification Claim**;
 - 3. Under **Coverage B.**, a **Protective Claim**;
 - 4. Under **Coverages C.1.a., b., c.** and Subsection **I.C.1.e.**, a **Contractor's Pollution Liability Claim**;
 - 5. Under **Coverage C.1.d.**, a **Time Element Claim**; or
 - 6. Under **Coverage C.2.**, a **Mitigation Claim**.
- G. Claim Expenses** means reasonable and necessary fees, costs, and expenses resulting from the investigation, adjustment, defense, and appeal of a **Claim**:
 - 1. charged by an attorney designated by:
 - a. us; or
 - b. the **Insured** with our prior written consent; and
 - 2. if incurred by us or the **Insured** with our written consent, including, but not limited to, premiums for any appeal bond, attachment bond, or similar bond. We have no obligation to apply for or furnish any such bond.

Claim Expenses does not include salaries, expenses, or any other compensation of your principals, directors, officers, or employees; salaries or expenses of our regular employees or officials; or fees and expenses of independent or public adjusters retained by us or the **Insured**.

POLICY NUMBER: EOC7629130-02

NAMED INSURED: PLANT CONSTRUCTION COMPANY, L.P.

G. Other Insurance

1. Except as specifically provided in Subsection **IX.G.2.** below, this policy is excess over any other applicable insurance available to the **Insured**, including but not limited to project-specific policies or wrap-up policies, whether such other insurance is stated to be primary, pro-rata, contributory, excess, contingent, self-insured, or otherwise, unless such other insurance is written specifically excess of this policy by reference in such other policy to this policy number.
 - a. When this policy is excess under this Subsection **IX.G.1.**, neither payments by the **Insured** to satisfy a Self-Insured Retention or Deductible applicable to any underlying policy nor payments by the underlying insurer will satisfy the Self-Insured Retention under this policy.
 - b. When this policy is excess under this Subsection **IX.G.1.** for a claim arising out of **Professional Services**, coverage under **Coverage A.2. Rectification** will not be available to the **Insured**.
 - c. When this policy is specifically written as excess over another insurance policy, Section **II. Supplementary Payments** will not be available to the **Insured**.
 - d. This policy will apply specifically as excess over any project-specific insurance policy subject to its limitations, conditions, provisions, and other terms; provided, however, unless specifically endorsed, this excess coverage will not be broader than the project-specific insurance policy and will not function as Difference in Conditions coverage.
2. Insurance provided under **Coverage C.1. Contractor's Pollution Liability** is primary and non-contributory unless:
 - a. an endorsement states that the coverage is excess or contingent upon the absence of other insurance;
 - b. any other insurance is available to cover liability for any **Loss** arising out of the premises or operations for which the **Insured** has been added as an additional insured on another policy;
 - c. other insurance is provided for **Transportation** under **Coverage C.1.b. Transportation** or non-owned disposal sites under **Coverage C.1.c. Non-Owned Disposal Sites**;
 - d. the **Insured** is not required by written contract or written agreement to provide insurance for an **Additional Insured** under Subsection **I.C.1.e. Additional Insured** on a primary basis; or
 - e. another insurance policy, in force prior to this **Policy Period**, is available to the **Insured** for any **Loss** or **Claim Expenses** also covered under the terms and conditions of this policy, even if the other insurance policy does not provide coverage in whole or in part for the **Loss** or **Claim Expenses**.

The insurance provided under **Coverage C.2. Mitigation** is primary. The coverage under **Coverage C.2. Mitigation** will not be available to the **Insured** on an excess basis.
3. When this policy is excess under Subsection **IX.G.1.** or Subsection **IX.G.2.** above and any other insurance has a duty to defend the **Insured** in a matter for which the **Insured** has notified us of a **Claim**, regardless of whether that other insurance covers the same **Damages, Loss, or Claim Expenses**, we shall have no duty to defend the **Claim** until the limits of all the other insurance have been exhausted by payment of **Claims**. If no other insurer defends and we have a duty to defend the **Claim**, we shall undertake the defense, but we shall be entitled to the **Insured's** rights against all other insurers. When this insurance is excess over other insurance, we shall pay only our share of the amount of the **Damages, Loss, or Claim Expenses**, if any, that exceeds the sum of:
 - a. the total amount that all such other insurance would pay for the **Damages, Loss, or Claim Expenses** in the absence of this insurance; and
 - b. the total of all deductible and self-insured amounts under all the other insurance.

POLICY NUMBER: EOC7629130-02

NAMED INSURED: PLANT CONSTRUCTION COMPANY, L.P.

J. Separation of Insureds

The written application for this policy will be construed as a separate application by each **Insured**. No statement in the application or knowledge possessed by any **Insured** will be imputed to any other **Insured** for the purpose of determining if coverage is available. Only the statements in the application made by and knowledge possessed by any **Responsible Insured** will be imputed to all **Insureds** for the purpose of determining if coverage is available to the **Insured**.

However, in the event that such written application for this policy contains misrepresentations or omissions made with the intent to deceive or that materially affect either the acceptance of the risk or the hazard assumed by us under the policy, then coverage will be void *ab initio* as to all **Insureds**.

K. Sole Agent

If there is more than one (1) **Named Insured** in this policy, the **Named Insured** that is listed in the Declarations shall act on behalf of all **Insureds** for all purposes, including but not limited to the payment or return of premium, responsibility for payment of any Self-Insured Retention, receipt and acceptance of any endorsement issued to form a part of this policy, complying with all applicable claims provisions, giving and receiving notice of cancellation or nonrenewal, and the exercise of the rights provided in the Automatic Extended Reporting Period, Optional Extended Reporting Period, if applicable, or Subsection **IX.L. Subrogation**.

L. Subrogation

In the event of any payment under this policy, we shall be subrogated to all the **Insureds'** rights of recovery against any person or organization, and the **Insureds** shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The **Insureds** shall do nothing to prejudice such rights.

We shall not exercise any such rights against any person(s), firm(s) or corporation(s) included in the definition of **Insured**, against the **Insured's** clients, or as may be required by a written contract or agreement if, prior to the **Claim**, the **Insured** contractually agreed to or entered into a legally enforceable waiver of subrogation.

For any recovery obtained through subrogation, after expenses incurred in such subrogation are deducted by the party bearing the expense, reimbursement will be made in the following order:

1. First, to any interest who has paid any amount in excess of the Limits of Liability provided under this policy;
2. Next, to us; and
3. Then to any interests as are entitled to claim the remainder, if any.

M. Policy Territory

Coverage under this policy will extend to **Claims, Wrongful Acts, Pollution Events** taking place and **Damages** or **Loss** incurred anywhere in the world, where permitted by applicable law. All premiums, Limits of Liability, Self-Insured Retentions, **Damages, Loss, Mitigation Costs and Expenses, Rectification Costs and Expenses, Protective Claim Attorneys' Fees and Expenses, and Claim Expenses**, and any other amounts paid under this policy are expressed and payable in the currency of the United States of America. If judgment is rendered, settlement is denominated, or another element of **Damages** or **Loss** under this policy is stated in a currency other than United States dollars, payment under this policy will be made in United States dollars at the rate of exchange published in *The Wall Street Journal* on the date the final judgment is reached, the amount of the settlement is agreed upon, or the other element of **Damages** or **Loss** are due, respectively, or, if not published on such date, the next date of publication of *The Wall Street Journal*.

EXHIBIT C

Indemnification and Insurance Requirements (For Construction Contracts)

INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend (with counsel reasonably approved by COUNTY) and hold harmless COUNTY and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by COUNTY on account of any claim except where such indemnification is caused by the active negligence, sole negligence, or willful misconduct of the COUNTY.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

CONTRACTOR shall notify COUNTY immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

CONTRACTOR shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$2,000,000 per occurrence and \$4,000,000 in the aggregate.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$2,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Contractor's Pollution Legal Liability and/or Asbestos Legal Liability:** (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

If the CONTRACTOR maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – COUNTY, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

2. **Primary Coverage** – For any claims related to this Agreement, the CONTRACTOR’S insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR’S insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
4. **Waiver of Subrogation Rights** – CONTRACTOR hereby agrees to waive rights of subrogation which any insurer of CONTRACTOR may acquire from CONTRACTOR by virtue of the payment of any loss. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. **The Workers’ Compensation policy shall be endorsed with a waiver of subrogation** in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. This provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. At the option of the COUNTY, either: the CONTRACTOR shall cause the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its officers, officials, employees, agents and volunteers; or the CONTRACTOR shall provide a financial guarantee satisfactory to the COUNTY guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – CONTRACTOR shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR’S obligation to provide them. The CONTRACTOR shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
9. **Subcontractors** – CONTRACTOR shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONTRACTOR shall ensure that COUNTY is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the CONTRACTOR must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONTRACTOR agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

EXHIBIT D
ARPA LOCAL ASSISTANCE AND TRIBAL CONSISTENCY FUND
REQUIRED TERMS

This Agreement is funded through the Local Assistance and Tribal Consistency Fund (“LATCF”), a part of the American Rescue Plan Act (“ARPA” or “Act”), Pub. L. No. 117-2 (March 11, 2021) (codified as 42 U.S.C. § 801 *et seq.*). ARPA imposes certain requirements through the Act, its implementing regulations at 2 CFR Part 200, the Award Terms and Conditions imposed by the U.S. Department of the Treasury (“Treasury”) onto the COUNTY (“Award Terms and Conditions”), and Treasury’s *Local Assistance and Tribal Consistency Fund Reporting Guidance* (“LATCF Guidance”). In recognition of these funding requirements, CONTRACTOR agrees to the following provisions:

GENERAL COMPLIANCE.

CONTRACTOR shall comply with the requirements of the Act; the LATCF; the Award Terms and Conditions; the LATCF Guidance; and all other applicable federal, state, and local laws, regulations, ordinances, orders, rules, guidelines, directives, circulars, bulletins, notices, and policies governing LATCF in effect during the term of this Agreement (“Term”) and as they may be amended from time to time.

USE OF FUNDS.

- A. CONTRACTOR represents and warrants that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of all of CONTRACTOR’s obligations under this Agreement.
- B. CONTRACTOR understands and agrees that the funds disbursed under this Agreement (“Funds”) must only be used in compliance with Section 605 of the Act and Treasury’s regulations implementing Section 605, the Award Terms and Conditions, and the LATCF Guidance.
- C. CONTRACTOR shall not use any Funds, directly or indirectly, to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation.

REPORTING.

CONTRACTOR shall promptly comply with COUNTY’s requests for documents and data, including, but not limited to, project and expenditure information, in connection with reporting obligations associated with LATCF.

MAINTENANCE OF AND ACCESS TO RECORDS.

- A. Pursuant to Section 6 of the Award Terms and Conditions, CONTRACTOR shall maintain, and provide to COUNTY upon request, records and financial documents sufficient to show compliance with Section 605 of the Act, Treasury’s implementing regulations, the Award Terms and Conditions, and the LATCF Guidance with respect to all uses of the Funds.
- B. The Treasury Office of Inspector General and the Government Accountability Office, and their respective authorized representatives, shall have the right to access CONTRACTOR’s records (electronic and otherwise) in order to conduct audits and other investigations.
- C. CONTRACTOR must maintain all records relating to this Agreement and/or the Funds for a period of five (5) years after all Funds have been expended or returned to Treasury.

CONFLICT OF INTEREST.

CONTRACTOR covenants that CONTRACTOR presently has no employment or interest, and shall not at any time during the Term acquire any employment or interest, direct or indirect, including, but not limited to, any interest in any business, property, or source of income, which may conflict in any manner or degree with this Agreement or CONTRACTOR's performance hereunder. CONTRACTOR further covenants that, during the Term, no person having any such interest shall be employed by CONTRACTOR. CONTRACTOR must promptly disclose to COUNTY, in writing, any actual or potential conflict(s) of interest. COUNTY retains the right to waive a conflict of interest disclosed by CONTRACTOR if COUNTY determines it to be immaterial; provided, however, that such waiver shall only be effective if provided by COUNTY to CONTRACTOR in writing signed by COUNTY.

EQUAL EMPLOYMENT OPPORTUNITY.

During the Term:

- A. CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin, including, but not limited to, with respect to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay, other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR shall, in all solicitations and advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

CONTRACTOR will send to each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement or other contract or understanding, a notice advising such labor union or workers' representatives of CONTRACTOR'S commitments under this Section 6, and shall post copies of the notice in conspicuous places available to all employees and applicants for employment.

CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor regulations (41 CFR Part 60), and all other applicable rules, regulations, and relevant orders of the Secretary of Labor. Title 41 CFR section 60.14 applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the regulation were specifically set out herein, and CONTRACTOR shall comply with said regulation.

CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to CONTRACTOR's books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of CONTRACTOR'S noncompliance with Sections 6 and 7 of this Agreement, or with any applicable laws, rules, regulations, or orders, COUNTY may cancel, terminate, or suspended this Agreement. in whole or in part, and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CONTRACTOR must include the provisions of Sections 6 through 9 hereof in every subcontract and purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor and vendor. CONTRACTOR shall take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the

event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

NONDISCRIMINATION.

- D. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22 ("Title VI"), which is herein incorporated by reference, and which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits to, or otherwise discriminating against a person on the basis of race, color, or national origin, and includes protections for persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, and.
- E. CONTRACTOR shall report any complaints of discrimination on the grounds of race, color, national origin, or limited English proficiency covered by Title VI, and shall provide to COUNTY, upon request, a list of all reviews and proceedings based on such complaint, whether pending or completed, including the outcome.
- F. CONTRACTOR shall incorporate the language in Section 7 (A) through (B), above, in every contract and purchase order funded under this Agreement.
- G. CONTRACTOR shall comply with Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
- H. CONTRACTOR shall comply with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments, or instrumentalities or agencies thereof.
- I. CONTRACTOR shall comply with the Age Discrimination Act of 1975, 42 U.S.C. 6101 et seq., as codified at 45 CFR Part 91, which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- J. CONTRACTOR shall comply with Governmentwide Requirements for Drug-Free Workplace, 31 CFR Part 20.
- K. CONTRACTOR shall comply with The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
- L. CONTRACTOR shall comply with the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- M. CONTRACTOR shall comply with all generally applicable federal environmental laws and regulations.

CLEAN AIR ACT.

- N. CONTRACTOR shall comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- O. CONTRACTOR shall report each violation of the Clean Air Act to the California Environmental Protection Agency and understands and agrees that the California Environmental Protection Agency will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- P. CONTRACTOR shall include the provisions of this Section 8 in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

FEDERAL WATER POLLUTION CONTROL ACT.

- A. CONTRACTOR shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR shall report each violation of the Federal Water Pollution Control Act to the California State Water Resources Control Board, and understands and agrees that the California State Water Resources Control Board will, in turn, report each violation as required to assure notification to the COUNTY, the Federal Agency which provided funds in support of this Agreement, and the appropriate Environmental Protection Agency Regional Office.
- C. CONTRACTOR shall include the provisions of this Section 9 in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

DEBARMENT AND SUSPENSION.

- A. As required by 2 CFR section 200.214, CONTRACTOR warrants that it is not subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR Part 180, which restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.
- B. The certification set forth in Paragraph 10.A., above, is a material representation of fact relied upon by COUNTY in entering into this Agreement. If it is later determined that CONTRACTOR did not comply with any provision of 2 CFR Part 180, subpart C, or 2 CFR Part 3000, subpart C, then, in addition to remedies available to the California Governor's Office of Emergency Services and COUNTY, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment of CONTRACTOR.
- C. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such CONTRACTOR certifies and warrants that, at all times during the Term, none of the CONTRACTOR, its principals (defined at 2 CFR section 180.995), or its affiliates (defined at 2 CFR section 180.905) are excluded (defined at 2 CFR section 180.940) or disqualified (defined at 2 CFR section 180.935).
- D. CONTRACTOR must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with such regulations in all contracts it enters into in connection with this Agreement.
- E. CONTRACTOR shall comply with the requirements of 2 CFR Part 180, subpart C, and 2 CFR Part. 3000, subpart C, at all times during the Term. CONTRACTOR shall include a provision requiring such compliance in all contracts it enters into in connection with this Agreement.

MANDATORY DISCLOSURE.

CONTRACTOR must disclose, in a timely manner, in writing to the COUNTY all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award or this Agreement. CONTRACTOR is required to report certain civil, criminal, or administrative proceedings to the System for Award Management (SAM) located at www.sam.gov. Failure to make required disclosures can result in any of the remedies described in 2 CFR section 200.338 (Remedies for noncompliance), including suspension or debarment. (See also 2 CFR Part 180 and 31 U.S.C. 3321.)

REMEDIES FOR NONCOMPLIANCE.

In the event COUNTY determines, in its sole discretion, that CONTRACTOR is not in compliance with one or more of the provisions set forth herein, COUNTY may:

- A. Wholly or partly suspend or terminate this Agreement.
- B. Require payments hereunder to be made as reimbursements rather than advance payments;

- C. Withhold authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
- D. Require additional, more detailed financial reports;
- E. Require additional project monitoring;
- F. Requiring CONTRACTOR to obtain technical or management assistance;
- G. Establish additional prior approvals;
- H. Require CONTRACTOR to reimburse COUNTY for payments made with Funds; or
- I. Take other actions and pursue other remedies that may be legally available.

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

CONTRACTOR shall comply with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as set forth in 2 C.F.R. §§ 200.100-110, 203, and 303, and Subpart F.

DISCLAIMER.

COUNTY expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this Agreement or any other losses resulting in any way from the performance of this Agreement or any contract, or subcontract under this Agreement.