

ATTACHMENT 1
CONSTRUCTION AGREEMENT
FOR COUNTY PROJECT 8809



**COUNTY OF SANTA BARBARA
AGREEMENT FOR:**

General Services Project No. 8809

County of Santa Barbara
PSRN Harris Grade Tower
GPS Coordinates 34.73586 -120.44578
BC: _____ - _____

THIS AGREEMENT ("Agreement") is made by and between the County of Santa Barbara, a political subdivision of the State of California ("COUNTY"), and GrayDS Inc. (**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 PSRN Harris Grade Tower Project No.8809 ("Project"), the Notice to Bidders for the Project, the Bid Bond, the Performance Bond, the Payment Bond, and the 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 (all of the foregoing documents, together with this Agreement, collectively, the "Contract" or "Contract Documents"). A copy of each of the General and Special Conditions, Specifications and Drawings provided by the COUNTY for the Project, the Notice to Contractors, the Bid Bond, the Performance Bond, and the Payment Bond are attached hereto as EXHIBIT A, and a copy of the Proposal 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 Clay Preston

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 Four hundred Ninety four thousand, Six hundred and eighty-one dollars and seventy-six cents (\$494,681.76) ("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 corrections, and/or changes to the specifications as are required for the proper completion of the Work contemplated in the Contract Documents may only be effected if authorized in writing in advance via Change Order(s) duly executed by both CONTRACTOR and the COUNTY Director of General Services, or his designee ("Director") in accordance with Section 31, below, including agreement(s) 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 that such change(s) and increase(s) are not in any way attributable to any act(s) or omission(s) of or on behalf of CONTRACTOR or any Subcontractor(s), including, but not limited to, faulty or inaccurate calculations or estimations made by or on behalf of CONTRACTOR; provided further that the aggregate amount of such compensation in addition to the Base Contract Amount shall not exceed \$37,234.09; provided further that the Term of this Agreement shall not be extended by more than 180 calendar days without approval of the Santa Barbara County Board of Supervisors. CONTRACTOR shall not commence any work other than as set forth in the Statement of Work, and shall not be paid any amount in excess of the Base Contract Amount, unless pursuant to a Change Order duly executed by both the Director and CONTRACTOR, and only to the extent such Change Order authority is expressly authorized and delegated by the COUNTY Board of Supervisors in approving this Agreement. Payment may only be made for Change Orders that include objective rates for the change or alteration using a price-determination method that is common in commercial transactions, such as hourly rates or cost plus a fixed fee. Compensation in such other equitable amount as is appropriate for the requirements of the COUNTY may be authorized by resolution or minute order of the Santa Barbara County Board of Supervisors.

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 180 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, SUBSTITUTION OF CONTRACTORS: The County Representative is authorized to act on behalf of the awarding authority in any matters requiring consent, notice, or hearing to substitute materials or equipment specified or to substitute subcontractors.

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. 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.

22. 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.

23. 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.

24. 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.

25. 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.

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

27. 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.

28. 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.

29. 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, other than Exhibit C. 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.

30. 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.

31. 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 first date fully executed by all of the parties hereto.

COUNTY

County of Santa Barbara

By: _____
DAS WILLIAMS, CHAIR
BOARD OF SUPERVISORS

Dated: _____

ATTEST:

MONA MIYASATO,

COUNTY EXECUTIVE OFFICER

CLERK OF THE BOARD

By: _____

Deputy Clerk of the Board

CONTRACTOR

GrayDS Inc, a California corporation

By: 
AUTHORIZED REPRESENTATIVE
Name: Dale Gray

Title: President

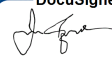
APPROVED AS TO FORM:

RACHEL VAN MULLEM,
COUNTY COUNSEL

By: _____
Deputy County Counsel
DocuSigned by:
Lauren Wideman
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APPROVED AS TO ACCOUNTING FORM:

BETSY SCHAFFER, CPA, CPFO
AUDITOR-CONTROLLER

By: _____
Deputy Auditor-Controller
DocuSigned by:

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APPROVED AS TO FORM:

GREG MILLIGAN, ARM
RISK MANAGER

By: _____
Risk Management
DocuSigned by:
Gregory Milligan
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RECOMMENDED FOR APPROVAL

KIRK LAGERQUIST, DIRECTOR
GENERAL SERVICES DEPARTMENT

By: _____
Department Head
DocuSigned by:
Kirk Lagerquist
19AEDA90054E4CE...

Dept 063 Fund 0030 Program 1930

Account 8200 Project 8809

EXHIBIT "A"

- Notice to Bidders
- Bid Bond
- Performance Bond
- Payment Bond
- General Conditions
- Drawings

NOTICE TO BIDDERS

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

**County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade**

MANDATORY JOB WALK:

**September 28, 2023
2:00 PM**

BID DUE DATE:

**October 20, 2023
3:00 PM**

CONSTRUCTION COST ESTIMATE: Estimated cost of construction is \$500,000.00

PROJECT LOCATION: County of Santa Barbara, Harris Grade, Lompoc, CA 93436, GPS Coordinates: 34.73856
– 11

MANDATORY JOB WALK: The job walk is MANDATORY on **September 28, 2023 at 2:00 PM. Only those prime contractors attending a job walk shall be qualified to bid the work.** Meet at 2278 Harris Grade Road, Lompoc, 93436 at the gate at 10:30 AM and sign-in.



PROJECT DESCRIPTION: Project consists of providing and installation of new shelter, generator and fuel tank. Scope of work will include but not limited to provide stamped Structural, Civil and Electrical Engineering drawings, material and labor for installation of, shelter, generator, fuel tank, shelter and all electrical requirement.

ALTERNATE #1: Demolition of existing generator, tank and shelter. This will require an additional mobilization within one year of completion of the new equipment being installed. This work will be required after the equipment has been installed and excepted by the County of Santa Barbara.

CONTRACTOR'S LICENSE: General Building Contractor B license is required.

QUESTIONS: All questions MUST be submitted electronically through the Public Purchase Portal (www.publicpurchase.com) on or before **3:00 PM, Friday, October 6, 2023**. Any changes or additional information needed for bidding will be provided in an Addendum posted on the Public Purchase site. Contractors shall be responsible for all addendums. Responses to RFI questions will be provided by **October 16, 2023**.

BID SUBMITTAL INSTRUCTIONS: Each bid shall be in accordance with the plans, structural calculations and soils report as approved by the General Services Department. The bid MUST be submitted electronically through the Public Purchase website (www.publicpurchase.com) on or before **3:00 PM, Friday, October 20, 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.

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 sixty (60) 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.

CONSTRUCTION TIME: The successful CONTRACTOR (after receiving the Notice to Proceed) shall have **90** calendar days to complete all work called for under the Contract Documents.

LIQUIDATED DAMAGES: The liquidated damages will be **\$250 (Two Hundred Fifty Dollars)** per day for project delays that are determined to be attributable to the CONTRACTOR.

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, GrayDs, Inc as Principal, and Western National Mutual Ins. Co 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, 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 of Bid _____ DOLLARS ~~(\$ 10 % Bid~~ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade**

MANDATORY JOB WALK:

September 28, 2023

2:00 PM

BID DUE DATE:

October 20, 2023

3:00 PM

for which bids are due on **Friday, October 20, 2023 at 3:00 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 sixty (60) 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.

Dated 10/19/2023
(Seal)

GrayDs, Inc
Name of Principal

Adam De De

Signature of Principal

Western National Mutual Ins. Co
Name of Surety

4700 West 77th Street
Address

Edina, MN 55435
City, State & Zip

Dated 10/18/2023
(Seal)

Jimmy Carter

Signature of Principal
Signature of Surety's Attorney-in-fact



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

AssuredPartners

Name of Agent

14805 N 73rd Street

Address

Scottsdale, AZ 85260

City, State & Zip

602-443-7672

Telephone Number

Type text here

FAX 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.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **John A. Mustacci; Brett A. Benton; John Heitel; Tammy Colon;**
(Assured Partners of Arizona LLC - #9248)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof. **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



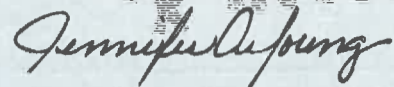
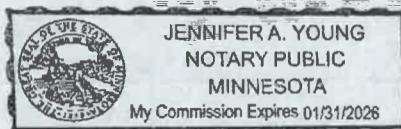
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed, and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 18th day of October, 2023

Jennifer A. Young, Assistant Secretary

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 _____
GrayDs, Inc. _____ (hereinafter referred to as
Principal) have by written agreement dated December 11th, 2023, entered into a contract identified
as:

Project Title:
County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade

(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 and Western National Mutual Insurance Company

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 494,681.76, 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, 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 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.

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.

GrayDs, Inc

Western National Mutual Insurance Company

Principal

Surety

By:

Deh Gray, President

Jimmy A.
Signature of Attorney-in-fact

DATED:

11/14/2023

11/14/2023



4700 W 77th St

Address

Edina, MN 55435-4818

City, State & Zip Code

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

AssuredPartners

Name of Agent

2913 S Pullman St

Address

Santa Ana, CA 92705

City, State & Zip Code

949-261-5335

Telephone Number

FAX Number

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

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 _____
GrayDs, Inc _____ (hereinafter referred to as
Principal) have by written agreement dated December 11th, 2023, entered into a contract identified
as:

Project Title:
County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade

(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 National Mutual Insurance Company

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 494,681.76, 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, 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.

Gray DS Inc
Principal

By: Dele Day, President

DATED: 11/14/2023

Western National Mutual Insurance Company
Surety

[Signature]
Signature of Attorney-in-fact

11/14/2023

4700 W 77th St
Address

Edina, MN 55435-4818
City, State & Zip Code



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

AssuredPartners

Name of Agent

2913 S Pullman St

Address

Santa Ana, CA 92705

City, State & Zip Code

949-261-5335

Telephone Number

FAX Number

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: John A. Mustacci; Brett A. Benton; John Heitel; Tammy Colon; (Assured Partners of Arizona LLC - #9248)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Handwritten signature of Jon R. Hebeisen

Jon R. Hebeisen, Secretary

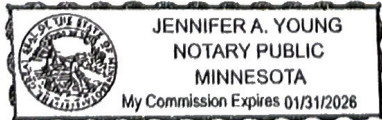


Handwritten signature of Larry A. Byers, Sr. Vice President

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Handwritten signature of Jennifer A. Young

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Handwritten signature of Jennifer A. Young



Signed and sealed at the City of Edina, MN this 14th day of November, 2023 Jennifer A. Young, Assistant Secretary

EXHIBIT "B"

- Bid Form

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
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade**

MANDATORY JOB WALK:

**September 28, 2023
2:00 PM**

BID DUE DATE:

**October 20, 2023
3:00 PM**

including Addendum No(s) 1, 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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3	0	4
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9	6
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(Place figures in appropriate boxes.)

Estimated number of work days: 90 ALTERNATE #1:

\$

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8	6
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 .

8	0
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(Place figures in appropriate boxes.)

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.
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 30 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

GrayDS, Inc.
Company

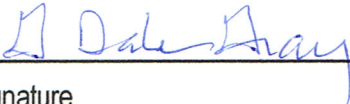
IRS No.: 46-4844395

9375 E Shea Blvd, Suite 232
Street Address

License Classification(s): B

Scottsdale, AZ 85260
City / Zip Code

Phone Number: 602-418-5316

BY: 
Signature

G. Dale Gray, President

Printed 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
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade**

MANDATORY JOB WALK:

**September 28, 2023
2:00 PM**

BID DUE DATE:

**October 20, 2023
3:00 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.

<u>DIVISION OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>LIC NO.</u>	<u>LOCATION</u>
	GrayDS Inc.	B - 1016404	

COMPANY: GrayDS, Inc

BY: *[Signature]*
Bidder's Signature

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

NONCOLLUSION AFFIDAVIT

In accordance with Public Contract Code §7106. Glenn Dale Gray
(Bidder's full name)

being first duly sworn, deposes and says that he or she is President
(Bidder's title)

of GrayDS, Inc.
(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><i>G Dale Gray</i></u>	Date: <u>10/20/2023</u>
Bidder's Name & Title (Print): <u>G Dale Gray, President</u>	
At CITY: <u>Scottsdale</u>	STATE: <u>Arizona</u>

CERTIFICATE OF COMPLIANCE

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

10/20/2023
Dated

G Dale Gray
Signature of Principal

G Dale Gray, President
Printed Name, Title of Principal

GrayDS, Inc.
Company

9375 E Shea Blvd, Suite 232
Address

Scottsdale, AZ 85260
City, State & Zip

BIDDER'S STATEMENTS

REGARDING INSURANCE COVERAGE:

Bidder hereby certifies that he has reviewed the insurance coverage requirements specified in the Contract Forms. 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?

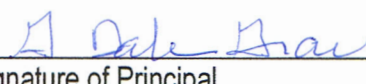
Yes

No

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

10/20/2023

Date


Signature of Principal

G Dale Gray

Printed Name, Title of Principal

GrayDS, Inc.

Company

9375 E Shea Blvd, Suite 232

Address

Scottsdale, AZ 85260

City, State & Zip

ANTI-FRAUD CERTIFICATION

**County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade**

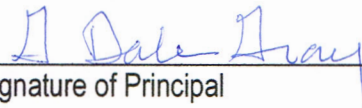
In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder **has_** , **has not_X** , been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, 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.

10/20/2023

Date



Signature of Principal

G Dale Gray, President

Printed Name, Title of Principal

GrayDS, Inc.

Company

9375 E Shea Blvd, Suite 232

Address

Scottsdale, AZ 85260

City, State & Zip

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, GrayDs, Inc as Principal, and Western National Mutual Ins. Co 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, 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 of Bid _____ DOLLARS ~~(\$ 10 % Bid~~ _____). The condition of this obligation is such that a bid to Owner for certain construction specifically described as follows:

**County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade**

MANDATORY JOB WALK:

September 28, 2023

2:00 PM

BID DUE DATE:

October 20, 2023

3:00 PM

for which bids are due on **Friday, October 20, 2023 at 3:00 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 sixty (60) 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.

GrayDs, Inc
Name of Principal

Dated 10/19/2023
(Seal)

Adam De Jong

Signature of Principal

Western National Mutual Ins. Co
Name of Surety

4700 West 77th Street
Address

Edina, MN 55435
City, State & Zip

Dated 10/18/2023
(Seal)

Jimmy Carter

Signature of Principal
Signature of Surety's Attorney-in-fact



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

AssuredPartners

Name of Agent

14805 N 73rd Street

Address

Scottsdale, AZ 85260

City, State & Zip

602-443-7672

Telephone Number

Type text here

FAX 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.

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **John A. Mustacci; Brett A. Benton; John Heitel; Tammy Colon;**
(Assured Partners of Arizona LLC - #9248)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof. **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds),** as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

- RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
 - (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
 - (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



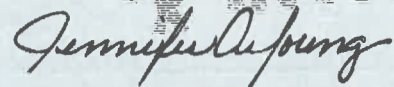
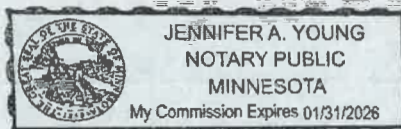
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed, and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 18th day of October, 2023

Jennifer A. Young, Assistant Secretary

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 _____
GrayDs, Inc. _____ (hereinafter referred to as
Principal) have by written agreement dated December 11th, 2023, entered into a contract identified
as:

Project Title:
County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade

(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 and Western National Mutual Insurance Company

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 494,681.76, 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, 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 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.

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.

GrayDs, Inc

Western National Mutual Insurance Company

Principal

Surety

By:

Deh Gray, President

Jimmy A.
Signature of Attorney-in-fact

DATED:

11/14/2023

11/14/2023



4700 W 77th St

Address

Edina, MN 55435-4818

City, State & Zip Code

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

AssuredPartners

Name of Agent

2913 S Pullman St

Address

Santa Ana, CA 92705

City, State & Zip Code

949-261-5335

Telephone Number

FAX Number

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

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 _____ GrayDs, Inc _____ (hereinafter referred to as Principal) have by written agreement dated _____ December 11th, 2023 _____, entered into a contract identified as:

Project Title:
County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade

(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 National Mutual Insurance Company _____

_____ as corporate surety (hereinafter referred to as Surety), are held firmly bound unto the County in the amount of \$ 494,681.76, 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, 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.

Gray DS Inc
Principal

By: Dele Day, President

DATED: 11/14/2023

Western National Mutual Insurance Company
Surety

[Signature]
Signature of Attorney-in-fact

11/14/2023

4700 W 77th St
Address

Edina, MN 55435-4818
City, State & Zip Code



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

AssuredPartners

Name of Agent

2913 S Pullman St

Address

Santa Ana, CA 92705

City, State & Zip Code

949-261-5335

Telephone Number

FAX Number

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



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: John A. Mustacci; Brett A. Benton; John Heitel; Tammy Colon; (Assured Partners of Arizona LLC - #9248)

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.

Handwritten signature of Jon R. Hebeisen

Jon R. Hebeisen, Secretary

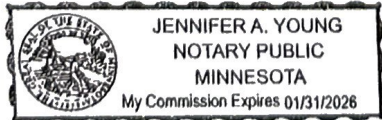


Handwritten signature of Larry A. Byers, Sr.

Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Handwritten signature of Jennifer A. Young

Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

Handwritten signature of Jennifer A. Young



Signed and sealed at the City of Edina, MN this 14th day of November, 2023 Jennifer A. Young, Assistant Secretary

EXHIBIT "C"

Indemnification and Insurance Requirements
Certificate of Insurance



**CERTIFICATE OF INSURANCE
TRANSMITTAL FORM**

FOR THE FOLLOWING DESCRIBED PROJECT:

Project Title:
County of Santa Barbara
Public Safety Radio Network Tower
Harris Grade Communication Tower
GPS Coordinates: 34.73856 - -120.445578
Lompoc, CA 93436
Project No. 22039 – Harris Grade

CONTRACTOR:

GrayDS, Inc.
Name

9375 E Shea Blvd, Suite 232
Address

Scottsdale, AZ 85260
City, State & Zip Code

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.

In addition to the above, the following information must appear on the certificates:

Project Title:

County of Santa Barbara

Public Safety Radio Network Tower

Harris Grade Communication Tower

GPS Coordinates: 34.73856 - -120.445578

Lompoc, CA 93436

Project No. 22039 – Harris Grade

This form must be attached to all insurance forms sent to the County of Santa Barbara, General Services Department:

Tammy Colon

Authorized Insurance Company Representative's Signature

This form may be reproduced as required.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2023

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

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

PRODUCER AssuredPartners of Arizona, LLC 14805 E 73rd Street Scottsdale AZ 85260		CONTACT NAME: Tammy Colon PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: tammy.colon@assuredpartners.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Kinsale Insurance Company	NAIC # 38920
		INSURER B: Auto-Owners Insurance	18988
		INSURER C: Ohio Security Insurance Co	24082
		INSURER D: Westchester Surplus Lines Insurance Company	10172
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 23-24 GL AUTO WC POLL**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			0100026665-8	01/28/2023	01/28/2024	EACH OCCURRENCE \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									MED EXP (Any one person) \$
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000			
	OTHER:						GENERAL AGGREGATE \$ 2,000,000			
B	AUTOMOBILE LIABILITY			54-543193-00	06/07/2023	06/07/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					BODILY INJURY (Per accident) \$			
							PROPERTY DAMAGE (Per accident) \$			
							Underinsured motorist BI \$			
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			0100269485-0	11/23/2023	01/28/2024	EACH OCCURRENCE \$ 2,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000			
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$			
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			XWS2262418588	01/28/2023	01/28/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N	N / A				E.L. EACH ACCIDENT \$ 1,000,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000			
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000			
D	Environmental Liability Prof and POLL			G71201272 004	10/24/2023	10/24/2024	Each Pollution Cond 1,000,000			
							Each Claim 1,000,000			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: County of Santa Barbara Public Safety Radio Network Tower Harris Grade Communication Tower GPS Coordinates: 34.73856 - -120.445578 Lompoc, CA 93436 Project No. 22039 - Harris Grade

CERTIFICATE HOLDER**CANCELLATION**

County of Santa Barbara 260 N. San Antonio Road Casa Nueva Santa Barbara CA 93110	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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