09s-CONSTRUCTION AGREEMENT [Small Projects]

THIS AGREEMENT is between the BAKERSFIELD CITY SCHOOL DISTRICT ("OWNER") and TAFT PLUMBING CO, INC. ("CONTRACTOR"). OWNER and CONTRACTOR agree as follows:

1. <u>Project</u>. CONTRACTOR shall perform everything required to be performed and shall provide and furnish all labor, materials, tools, equipment, and all utility and transportation services required for the construction of BESSIE OWENS ES MODERNIZATION (#19122.00-38) BP-13 UTILITIES & PLUMBING ("Project").

All work to be performed and materials to be furnished shall be in conformity with the complete Agreement which includes the following Contract Documents, all of which are incorporated by reference: Notice to Contractors Calling for Bids, Instructions to Bidders, Bid Form, Designation of Subcontractors, Workers' Compensation Certificate, Performance Bond, Non-collusion Affidavit, Insurance Certificates, Guarantees, any Payment Bond, Change Orders, Shop Drawing Transmittals, Contractor's Certificate Regarding Non-Asbestos and/or Lead Containing Materials, if any, Davis-Bacon Compliance Certification, if any, Fingerprinting Certification, Labor Compliance Program documents, if any, Special Conditions and/or Special Requirements, Plans, Drawings, and/or Specifications, this Agreement, and any modifications, addenda, and amendments of or to any of these documents. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

2. <u>Time for Performance</u>. CONTRACTOR shall commence work on the Project on the date stated in the OWNER's Notice to Proceed and shall complete the Project within [in accordance with the bid schedule included herein] calendar days after that. Time is of the essence in this Agreement.

3. <u>Contract Price</u>. Subject to the terms and conditions of this Agreement, OWNER shall pay to CONTRACTOR for all work to be performed under this Agreement the total sum of \$992,384.00.

Payments.

A. Duration of Contract:

(1) Less than 60 Days: CONTRACTOR shall be paid an amount equivalent to 95 percent of the contract price upon acceptance of the Project by the Governing Board or other governing body of OWNER. CONTRACTOR shall be paid the remaining five (5) percent of the

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 CONSTRUCTION AGREEMENT (SMALL PROJECTS) PAGE 1 OF 12 Contract Price within 35 days following the recording of a Notice of Completion.

(2)60 Days or Greater: CONTRACTOR shall be paid a sum equal to 95 percent of the value of all work performed and of materials delivered and used, less the aggregate of previous payments. OWNER may also deduct from such payments any amounts deemed due from CONTRACTOR. These monthly payments shall be made only on the basis of estimates which shall be prepared by CONTRACTOR on a form approved by OWNER and filed before the fifth day of the month during which payment is to be made. Before consideration of a request for payment, a certificate in writing shall be obtained from the Architect stating that the work for which the payment is demanded has been performed in accordance with the terms of the Contract Documents and that the amount stated in the certificate is due under the terms of the The certificate of the Architect shall not be Contract Documents. conclusive upon OWNER, but advisory only. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release CONTRACTOR or Surety from any damages arising from such work or from enforcing each and every provision of this Agreement, and OWNER shall have the right to subsequently correct any error made in any estimate for payment. CONTRACTOR shall be paid the remaining five (5) percent of the Contract Price within 35 days following the recording of a Notice of Completion.

B. From the payments specified in Paragraph A, OWNER may make any deductions authorized or required by law or this Agreement including, by way of example only, the following:

- (1) Liquidated and other damages described in Paragraph 11;
- (2) Defective work not remedied.
- (3) Failure of CONTRACTOR to make proper payments to its subcontractor(s) or material suppliers for materials or labor.
- (4) Damage to another contractor.
- (5) Other damages sustained by OWNER.

5. <u>Submission of Bonds and Certificates</u>. The CONTRACTOR shall not commence any work on the Project until it has submitted to OWNER all certificates and bonds required by this Agreement. All bonds and certificates shall be submitted to OWNER within ten days following award of this contract.

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 CONSTRUCTION AGREEMENT (SMALL PROJECTS) PAGE 2 OF 12 6. <u>Insurance</u>. CONTRACTOR shall take out and maintain at its own cost and expense during the term of this Agreement the following insurance:

A. Workers compensation insurance for all of CONTRACTOR's employees in amounts not less than that required by law. Pursuant to Labor Code Sections 3700 and 1860, et seq., CONTRACTOR shall submit to OWNER an acceptable Workers Compensation Certificate.

B. CONTRACTOR shall obtain and maintain in effect at its own cost and expense during the term of this Agreement public liability and property damage insurance with per occurrence limits of not less than One Million Dollars (\$1,000,000.00) for death or personal injury and One Million Dollars (\$1,000,000.00) for property damage. The policy(ies) shall contain an endorsement naming OWNER as an additional insured insofar as this Agreement is concerned, and provide that notice shall be given to OWNER at least 30 days prior to cancellation or material change in the form of such policy(ies). CONTRACTOR shall furnish OWNER with certificates for insurance containing the endorsements required under this section, and OWNER shall have the right to inspect the original policy(ies) of such insurance upon request.

C. All insurance companies must meet the following criteria:

(1) U.S. Treasury listed

(2) California admitted, as confirmed by the California Department of Insurance or listed in the California Department of Insurance's List of Eligible Surplus Line Insurers ("LESLI List")

(3) A minimum rating of "A- VIII," as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey, 08858.

7. <u>Performance/Payment Bonds</u>. The CONTRACTOR shall furnish a Performance Bond in an amount equal to 100 percent of the Contract Price. If the Contract Price specified in Paragraph 3 is more than \$25,000, the CONTRACTOR shall also furnish a Payment Bond in an amount equal to 100 percent of the Contract Price. Any bond submitted must be issued by a California admitted corporate surety which is U.S. Treasury listed and whose U.S. Treasury listing indicates a bonding capacity in excess of the project cost. If a California admitted surety insurer issuing a bond does not meet these requirements, the insurer will be considered sufficient if each of the following conditions is satisfied:

A. The following documents are submitted with the bond:

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 CONSTRUCTION AGREEMENT (SMALL PROJECTS) PAGE 3 OF 12 (1) The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument entitling or authorizing the person who executed the bond to do so.

(2) A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner.

(3) A certificate from the county clerk of the county in which the OWNER is located that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.

B. If it appears that the bond was duly executed, that the insurer is authorized to transact surety insurance in the state, and that its assets exceed its liabilities in an amount equal to or in excess of the amount of the bond subject to Insurance Code Section 12090.

8. <u>Changes and Extra Work</u>. CONTRACTOR and OWNER agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a Supplemental Contract or Change Order and approved and signed by OWNER and CONTRACTOR. Should OWNER direct or request additional project work not otherwise included within Paragraph 1 of this Contract, the cost of the additional work shall be added to the Contract Price and paid by OWNER pursuant to Paragraph 4 of Agreement. The term "cost" as used in this paragraph means the actual cost to CONTRACTOR of the labor, materials, or subcontracts required for the additional work increased by no more than 10 percent for CONTRACTOR overhead (including any increased bond costs).

9. <u>Indemnification</u>. CONTRACTOR shall indemnify and hold harmless OWNER, its governing board, officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

A. Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by CONTRACTOR or any person, firm or corporation employed by CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in this Agreement, except for liability resulting from the sole active negligence, or willful misconduct of OWNER.

B. Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of CONTRACTOR, or any person, firm, or corporation employed by CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by this Agreement, whether said injury or damage occurs either on or off OWNER's property, if the liability arose due to the negligence or willful

misconduct of anyone employed by CONTRACTOR, either directly or by independent contract.

At CONTRACTOR's own expense, cost, and risk, CONTRACTOR shall defend at the OWNER's request any and all actions, suits, or other proceedings that may be brought or instituted against OWNER, its governing board, officers, agents, or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against OWNER, its governing board, officers, agents, or employees in any action, suit, or other proceeding as a result thereof.

10. <u>Termination of Contract</u>. Should CONTRACTOR commit any of the acts specified in this paragraph, by giving seven day's written notice to CONTRACTOR, OWNER may, without prejudice to any other rights or remedies afforded OWNER by law or by this Agreement, terminate the services of CONTRACTOR under this Agreement; take possession of the Project and the premises on which it is located; take possession of all materials, tools, and appliances located on the premises; and complete the Project by whatever method OWNER may deem expedient. CONTRACTOR shall be deemed to have committed an act specified in this paragraph if CONTRACTOR:

A. Is adjudged a bankrupt;

B. Makes a general assignment for the benefit of creditors;

C. Refuses or fails to supply enough properly skilled workers or proper materials to complete the Project in the time specified in this Agreement;

D. Fails to make prompt payment to subcontractors, workers, or material suppliers for labor performed on or materials furnished to the Project;

E. Persistently disregards any laws or ordinances relating to the Project or its completion; or

F. Otherwise commits a substantial violation of any provision of this Agreement.

11. Liquidated Damages.

A. Pursuant to Government Code Section 53069.85, for each calendar day completion is delayed beyond the time allowed in this Agreement, CONTRACTOR shall forfeit and pay to OWNER the sum of \$1,000.00 per calendar day which shall be deducted from any payments due to or to become due to CONTRACTOR. In addition to any liquidated damages which may be assessed, if CONTRACTOR fails to complete the Project within the time period provided in the Contract Documents, and if as a result OWNER finds it

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 CONSTRUCTION AGREEMENT (SMALL PROJECTS) PAGE 5 OF 12 necessary to incur any costs and expenses (for example, relating to the acquisition and use of facilities pending completion of the Project), CONTRACTOR shall pay all those costs and expenses incurred by OWNER. These costs and expenses may include but are not limited to such items as rental payments, inspection fees, and additional architectural fees related to acquisition of facilities. These costs and expenses may be retained by OWNER from any payments otherwise due to CONTRACTOR.

B. Liquidated damages shall not be imposed because of any delays in completion of the project work due to (1) unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR and (2) performing any extra work pursuant to Paragraph 8 of this Agreement.

12. <u>Clean-up</u>. On completion of the Project, CONTRACTOR shall remove all debris and surplus materials from the project site.

13. <u>Notices</u>. Any and all notices or other matters required or permitted by this Agreement or by law to be served on, given to, or delivered to either OWNER or the CONTRACTOR by the other party to this Agreement shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or to a supervisorial employee of that party, or in lieu of personal service, when deposited in the United States Mail, first class postage paid, addressed 1501 Feliz Drive, Bakersfield, California, or to the CONTRACTOR at 120 E. Main St., Taft, California. Either party may change the party's address for these purposes by giving written notice of the change to the other party in the manner provided in this paragraph.

14. <u>Assignment</u>. This Agreement is for the personal services of CONTRACTOR in performing the work described in Section 1 of this Agreement and CONTRACTOR may not assign this Agreement, CONTRACTOR's right to monies becoming due under this Agreement, or CONTRACTOR's duties under this Agreement to any other person or entity without written consent of the OWNER.

15. <u>Guarantee</u>. CONTRACTOR guarantees all project work for a period of one year after the acceptance of the work by OWNER, and shall repair or replace any or all work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials.

16. <u>Wage Rates</u>. Pursuant to the provisions of Article 2, commencing with Section 1770 of the Labor Code, OWNER has ascertained the general prevailing rate of per diem wages in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Agreement. The general rates of per diem wages are available at OWNER's office. In the event that the listed or posted rates are in error, CONTRACTOR is responsible to pay those rates determined

by the Director of Industrial Relations to be applicable, and OWNER shall not be responsible for any damages arising from the error.

It is the responsibility of CONTRACTOR to comply with the provisions of Labor Code Section 1776 dealing with the maintenance and inspection of employee payroll records.

The project is subject to prevailing wage monitoring and enforcement by the Department of Industrial Relations (DIR). The successful bidder and all subcontractors will be subject to the requirements of Subchapter 4.5 of Chapter 8 of Title 8 of the California Code of Regulations. The successful bidder and all subcontractors will be required to furnish electronic certified payroll records to the DIR on the frequency specified in the Notice Calling for Bids using the DIR's eCPR system at https://apps.dir.ca.gov/ecpr/DAS/AltLogin. Failure to timely submit certified payroll records may result in debarment from public works projects by the Labor Commissioner for a period of one to three years. CONTRACTOR shall comply with all requirements of the Labor Code and attendant regulations pertaining to prevailing wage monitoring and compliance as indicated in the Contract Documents, and/or as required by the DIR, including, but not limited to, posting job site notices prescribed by Title 8 CCR § 16451(d). CONTRACTOR shall permit OWNER, the DIR or their designee to interview CONTRACTOR's employees concerning compliance with prevailing wage, apprenticeship, and related matters, whether or not during work hours, and shall require each subcontractor to provide OWNER, the DIR or their designee with such access to its employees.

17. <u>Apprentices</u>. If applicable, CONTRACTOR shall comply with the requirements of Labor Code Section 1777.5 dealing with the employment of apprentices.

18. <u>Hours</u>. Pursuant to the provisions of Article 3, commencing at Section 1810 of the Labor Code, CONTRACTOR shall pay the required rate of overtime for all hours worked in excess of eight hours per day and 40 hours per week.

19. <u>Laws and Regulations</u>. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations relating to the work required by this Contract.

Tw

20. <u>Permits/Licenses</u>. All necessary permits and licenses shall be secured and paid for by CONTRACTOR.

21. <u>Utilities</u>. Unless otherwise agreed by the parties in writing, all utilities including but not limited to electricity, water, gas, and telephone used on the Project shall be furnished and paid for by CONTRACTOR.

22. <u>Provisions Required by Law Deemed Inserted</u>. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted,

upon application of either party the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

23. <u>Contractor's License and DIR Registration</u>. In order to perform the work required by this Agreement, CONTRACTOR must possess a valid, active license in the classification specified in the Notice to Contractors Calling for Bids issued by the State of California, which shall remain valid and active throughout the Project. In addition, Contractor must be registered with DIR as a public works contractor. Contractor registration is accomplished through the portal http://www.dir.ca.gov//dlse/dlsePublicWorks.html.

24. <u>Trenching or Other Excavations</u>. If the Project involves digging trenches or other excavations that extend deeper than four feet, the following provisions shall be a part of this Contract:

A. CONTRACTOR shall promptly, and before the following conditions are disturbed, provide written notice to OWNER if CONTRACTOR finds any of the following conditions:

(1) Material that CONTRACTOR believes may be a hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with the provisions of existing law.

(2) Subsurface or latent physical conditions at the site which are different from those indicated or expected.

(3) Unknown physical conditions at the site of any unusual nature or which are materially different from those ordinarily encountered and generally recognized as inherent in work which CONTRACTOR generally performs.

B. In the event that CONTRACTOR notifies OWNER that CONTRACTOR has found any of the conditions specified in subparagraphs (a), (b) or (c) above, OWNER shall promptly investigate the condition(s). If OWNER finds that the conditions are materially different or that a hazardous waste is present at the site which will affect CONTRACTOR's cost of, or the time required for, performance of the Agreement, OWNER shall issue a change order in accordance with the procedures set forth in this Agreement.

C. In the event that a dispute arises between OWNER and CONTRACTOR regarding any of the matters specified in Paragraph (2) above, CONTRACTOR

shall proceed with all work to be performed under the Agreement and CONTRACTOR shall not be excused from completing the Project as provided in the Agreement. In performing the work pursuant to this Paragraph, CONTRACTOR retains all rights provided by law which pertain to the resolution of disputes and protests between the contracting parties.

25. Claims.

A. Public works claims of \$375,000 or less between CONTRACTOR and OWNER are subject to the provisions of Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 2 of the Public Contract Code. For purposes of this Paragraph and Article 1.5, "public work" means "public works contract" as defined in Public Contract Code section 1101; "claims" means a separate demand by CONTRACTOR for a time extension or payment of money or damages arising from work done by or on behalf of CONTRACTOR pursuant to the Agreement, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or the amount of the payment which is disputed by OWNER.

B. Each claim must be submitted in writing five days after the damage was sustained or after the event or action giving rise to the claim and shall include all documents necessary to substantiate the claim. OWNER shall respond in writing within 45 days of receipt of the claim if the claim is less than or equal to \$50,000 ("\$50,000 claim") or within 60 days if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, OWNER may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to any defenses to the claim which OWNER may have against CONTRACTOR. Any additional information shall be requested and provided upon mutual agreement of OWNER and CONTRACTOR.

C. OWNER's written response to the claim shall be submitted to CONTRACTOR within 15 days after receipt of the further documentation for \$50,000 claims or within 30 days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by CONTRACTOR in producing the additional information, whichever is greater.

D. Within 15 days of receipt of OWNER's response, if CONTRACTOR disputes OWNER's written response, or within 15 days of OWNER's failure to respond within the time prescribed, CONTRACTOR shall provide written notification to OWNER demanding an informal conference to meet and confer ("Conference") to be scheduled by OWNER within 30 days. Following the Conference, if any claim or portion remains in dispute, CONTRACTOR may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the

Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time CONTRACTOR submits the written claim pursuant to this section until the time that claim is denied as a result of the conference process, including any period of time utilized by the meet and confer process.

E. Pursuant to Public Contract Code Section 20104.2(f), this paragraph does not apply to tort claims and does not change the period for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

F. If a civil action is filed, within 60 days but no earlier than 30 days following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that the parties select a disinterested third person mediator within 15 days; that mediation shall be commenced within 30 days of the submittal, and shall be concluded within 15 days of the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of the parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint a mediator.

G. If the matter remains in dispute, the case shall be submitted to judicial arbitration as set forth in Public Contract Code Section 20104.4 (b)(1) through (b)(3).

H. In the event of a claim for an amount in excess of \$375,000, the parties shall follow the procedures applicable to claims over \$50,000 and less than or equal to \$375,000, and:

(1) All such actions as are required by these procedures are to be completed prior to any resort to judicial action.

(2) In the event of disputes not resolved by the parties, the parties agree to appoint a mediator mutually acceptable to both parties to resolve all disputes.

(3) In the event the parties are unable to agree on a mediator, the mediator is to be selected by application to the Superior Court of the county in which OWNER is located for selection of the mediator from a list of names provided by the parties, each party submitting no more than three names.

(4) The selected mediator shall set a mediation as soon as possible. In the event the dispute is not resolved by mediation, the parties may then resort to the judicial process.

I. In the event a dispute arises between the parties during the course of the Project, the parties shall attempt to resolve the dispute using the procedures set forth in this section. Pending resolution of the dispute, CONTRACTOR shall diligently continue to work on the Project to completion. CONTRACTOR agrees it will neither rescind the Agreement nor stop progress of the work, and CONTRACTOR's sole remedy shall be the procedures set forth in this section.

26. Fingerprinting Workers.

A. CONTRACTOR shall comply with the applicable requirements of Education Code Sections 45125.1 and 45125.2 with respect to fingerprinting CONTRACTOR's employees. CONTRACTOR shall also ensure that each of its subcontractors on the Project complies with the applicable requirements of Sections 45125.1 and 45125.2. To this end, the CONTRACTOR and its subcontractors must provide for the completion of the certification form included in the Contract Documents prior to commencing work on the Project.

B. Should CONTRACTOR or any subcontractor feel its employees will have limited or less contact with OWNER pupils, application shall be made to the OWNER for a determination on that question. The determination by OWNER shall be final.

C. Use of Education Code Section 45122.2(a)(1), (2) or (3) for compliance with these fingerprinting requirements is subject to prior OWNER approval. The determination by OWNER on application of any of these sections shall be final.

D. In no event shall any employee of CONTRACTOR or its subcontractors come into contact with OWNER's pupils before the certification is completed and approved by OWNER.

27. <u>Entire Agreement</u>. The Agreement, including the Contract Documents incorporated by reference, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the public works construction project which is the subject of the Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

Executed at Bakersfield, Kern County, California.

DATED: 3/25/2021

OWNER

ny Alod

*By: Sherry Gladin Title: Assistant Superintendent, Business Services Address: 1300 Baker Street Bakersfield, CA, 93307

DATED: 04/06/2021

CONTRACTOR By: President Title: Address: 120 E. Main St. Taft. CA 93268

Contractor's License No. 195775

Contractor's DIR Registration No. 100000 3149

*Important Notice: California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5." Please go to <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for more information and to register. This project is subject to monitoring by the Department of Industrial Relations.

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 CONSTRUCTION AGREEMENT (SMALL PROJECTS) PAGE 12 OF 12

12-PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT, (referred to as "Owner"), has awarded to <u>Taft Plumbing Company Inc.</u> (referred to as the "Contractor/ Principal") a contract for the work described as follows: Bessie Owens Elementary School - Modernization (#19122.00-38), Bid Package # 13 , <u>Utilities & Plumbing</u>

WHEREAS, Contractor/Principal is required by Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code to furnish a bond in connection with the contract;

NOW, THEREFORE, we, the Contractor/Principal and <u>Great American Insurance Company</u> as Surety, are held firmly bound unto Owner in the penal sum of <u>Dollars</u> Dollars (\$ 992,384.00), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall fail to pay any person or persons named in Civil Code Section 9100 or fail to pay for any materials or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount set forth above, and in case suit is brought upon this bond Surety will also pay such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 4, Part 6, Title 3, Chapter 5 (commencing at Section 9550) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the California Civil Code so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration, or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement described above or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement described above, nor by any rescission or attempted rescission of the contract, agreement, or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond, and

that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 8400 and 8402 of the California Civil Code and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration, or modification.

Any claims under this bond may be addressed to:

Name & address of Surety		Great American Insurance Company
		1255 Treat Blvd Suite 810
		Walnut Creek, CA 94597
Name & address of	agent or	Tolman & Wiker Insurance Services LLC
representative in California	a, if different	5001 California Ave Suite 150
than above		Bakersfield, CA 93309
Telephone # of Surety, representative in California		661-616-4700
IN WITNESS WHEREOF, we had of <u>April</u> , 2021	ve hereto set	our hands and seals on this <u>7th</u> day
[SEAL]		
[SEAL]	Cont	ractor/Principal Taft Plumbing Company, Inc.
	Dur	1111
	By:	lignature
	0	
	Glenn	W. Black
	Print	Name Above
	Preside	ent
		Title Above
	Great A	merican Insurance Company
	Sure	
	Ву: _	mary
		signature
	Sha	un Kelly- Attorney in Fact

Print Name Above

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to which this	s certificate is attached, ar	nd not the truthfulness, accuracy, or validity of that document.
State of California)
County of KERN	• <u></u>	_)
On April 7, 2021	before me,	Donna P. Ong, Notary Public
Date		Here Insert Name and Title of the Officer
personally appeared	Shaun Kelly XXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
		Name(s) of Signer(s)
****	****	

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

of the State of California that the foregoing paragraph is true and correct.

I certify under PENALTY OF PERJURY under the laws

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

DONNA P. ONG ry Public - California Kern County mission # 2316132

Comm. Expires Dec 20, 2023

OPTIONAL '

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Intle or	Type of Document:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	Document Date:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Number	of Pages: xxxxx	_ Signer(s) Other Than Named Ab	ove:	

Capacity(ies) Claimed by Signer(s)

Signer's Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Corporate	Officer -	Title(s):
-----------	-----------	-----------

- Partner Limited General
- □ Individual □ Attorney in Fact
- Trustee
 Guardian or Conservator

Other:

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

	Officer - Title		
Partner -	Limited	General	
Individual	□ Attorn	ey in Fact	
Trustee	Guard	ian or Conservator	
Other:			

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET * CINCINNATI, OHIO 45202 * 513-369-5000 * FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20961

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

DONNA SCOTT MIKE MELSHENKER KIP KELLER SHAUN KELLY Name SHERRIE OFFDENKAMP DONNA ONG JONI BOOLE Address ALL OF BAKERSFIELD, CALIFORNIA Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of MAY , 2019 . Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

Minter Visco

Divisional Senior Vice President

On this 3RD day of MAY , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

Susar a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

7th

day of

April

My C.B



MARK VICARIO (877-377-2405)

Attachment C BOND RIDER

This Bond Rider is attached to, made a part of and hereby amends Bond No. <u>CA3729278</u> relating to the Contract between Principal and Obligee for the Project. Notwithstanding provisions in the Contract to the contrary or left unsaid in the Contract, and upon timely notification to the Obligee, the obligations of the Surety under the Bond excludes liability for delays in the Contract completion time and additional costs resulting directly or indirectly from event(s) beyond the Principal's control to include, the ongoing COVID-19 pandemic, future epidemics or pandemics, quarantines, and/or government action(s) or order(s),

This Rider shall not otherwise affect Principal's possible entitlement to extensions to the contract completion time and/or increases in the contract sum provided anywhere in the Contract or that may otherwise be available along with other remedies at law or equity.

Signed, sealed and dated this 7th day of <u>April</u>, 20 21

Accepted:

(Obligee)

By:

(Name/Title)

Taft Plumbing Company Inc. (Principal)

By: Glenn W. Black lame/Title) (Signature)

GREAT AMERICAN INSURANCE COMPANY (Surety)

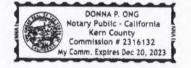
Shaun Kelly By: Attorney-in-Fact) (Signature)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to which this	s certificate is attached, an	certificate verifies only the identity of the individual who signed the nd not the truthfulness, accuracy, or validity of that document.
State of Callfornia)
County of KERN		_)
On April 7, 2021	before me,	Donna P. Ong, Notary Public
Date personally appeared	Shaun Kelly XXXXX	Here Insert Name and Title of the Officer
	-	Name(s) of Signer(s)
xxxxxxxxxxxxxxxxxxx	*****	

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



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

WITNESS my hand and official seal.

Signature

Joma P.one

Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Number of Pages: xxxxx Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

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

Other:

Signer	's Name:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXX

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

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

@2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET . CINCINNATI, OHIO 45202 . 513-369-5000 . FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20961

POWER OF ATTORNEY

KNOWALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

DONNA SCOTT MIKE MELSHENKER KIP KELLER SHAUN KELLY Name SHERRIE OFFDENKAMP DONNA ONG JONI BOOLE Address ALL OF BAKERSFIELD, CALIFORNIA Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 3RD day of MAY , 2019 . Attest GREAT AMERICAN INSURANCE COMPANY

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

GREAT AMERICAN INSURANCE COMPAN

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

On this 3RD day of MAY , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

Susan a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.



Signed and sealed this

day of

7th

April

, 202

ty LC Assistant Secretary

Bond#: CA3729278 Premium: \$13,424.00 2 of 2 Original

13-PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the BAKERSFIELD CITY SCHOOL DISTRICT (referred to as "Owner"), has awarded to <u>Taft Plumbing Company Inc.</u> (referred to as "Contractor/Principal") a contract for the work described as follows: Bessie Owens Elementary School -Modernization (#19122.00-38), Bid Package #13 , <u>Utilities & Plumbing</u>

NOW, THEREFORE, we, the Contractor/Principal and <u>Great American Insurance Company</u> as Surety, are held firmly bound unto Owner in the penal sum of <u>S</u>________ Dollars (<u>\$_992,384.00</u>), lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract and any alteration thereof, made as therein provided, including but not limited to the provisions regarding contract duration, indemnification, and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of 1 year(s) after the acceptance of the work by the Owner, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the Owner from loss or damage made evident during the period of 1 year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety under this bond shall continue so long as any obligation of Contractor/Principal remains.

Whenever Contractor/Principal shall be, and is declared by the Owner to be, in default under the contract, the Owner having performed the Owner's obligations under the contract, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or

2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, an upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the Owner, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable under this Performance Bond, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the Owner under the

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 PERFORMANCE BOND PAGE 1 OF 3 contract and any modifications to it, less the amount previously paid by the Owner to the Contractor/Principal.

Surety expressly agrees that the Owner may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor/Principal.

Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the Owner, when declaring the Contractor/Principal in default, notifies Surety of the Owner's objection to Contractor/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the successors or assigns of the Owner. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, for value received, the Surety hereby stipulates and agrees that no change, extension of time, alternation, or modification of the Contract Documents, or of the work to be performed under them, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration, or modification of the Contract Documents or of work to be performed under them.

Contractor/Principal and Surety agree that if the Owner is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay Owner's reasonable attorney's fees incurred, with or without suit, in addition to the above amount.

Any claims under this bond may be addressed to:

Name and address of Surety:

Great American Insurance Company 1255 Treat Blvd Suite 810 Walnut Creek CA 94597

Name and address of agent or representative in California, if different than above:

Tolman and Wiker Insurance Services LLC 5001 California Ave Suite 150 Bakersfield, CA 93309

Telephone number of Surety, or agent or representative in California:

661-616-4700

IN WITNESS WHEREOF, we have hereto set our hands and seals on this <u>7th</u> day of April , 20 21

[SEAL]

CONTRACTOR/PRINCIPAL Taft Plumbing Company Inc.

Bv

Glenn W. Black - President Type or Print Name Above

SCHOOLS LEGAL SERVICE PUBLIC WORKS BID PACKET 1214 PERFORMANCE BOND PAGE 2 OF 3 Type of Print Title Above

SURETY Great American Insurance Company By Signature Shaun Kelly

Type or Print Name Above

Attorney in Fact Type of Print Title Above

[SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

document to which this	er officer completing this certificate is attached, an	certificate verifies only the identity of the individual who signed the id not the truthfulness, accuracy, or validity of that document.
State of California)
County of KERN		_)
On April 7, 2021	before me,	Donna P. Ong, Notary Public
Date personally appeared		Here Insert Name and Title of the Officer
		Name(s) of Signer(s)
xxxxxxxxxxxxxxxxxx	*****	*****

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



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

WITNESS my hand and official seal.

Signature of Notary Public

Place Notary Seal Above

OPTIONAL -

Signature

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Signer's Name:	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	xx
	ficer - Title(s):	
Partner -	Limited General	_

- □ Individual □ Attorney in Fact
- Trustee
 Guardian or Conservator
- Other:

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxx

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET . CINCINNATI, OHIO 45202 . 513-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20961

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

DONNA SCOTT MIKE MELSHENKER KIP KELLER SHAUN KELLY

Name SHERRIE OFFDENKAMP DONNA ONG JONI BOOLE

Address ALL OF BAKERSFIELD, CALIFORNIA Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate 3RD officers and its corporate seal hereunto affixed this day of MAY 2019 Attest

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

GREAT AMERICAN INSURANCE COMPANY

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

On this 3RD day of MAY , 2019 , before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio Commission Expires 05-18-2020

Susar a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.



Signed and sealed this

7th day of April

2021

tyl C. Assistant Secretary

Attachment C BOND RIDER

This Bond Rider is attached to, made a part of and hereby amends Bond No. <u>CA3729278</u> relating to the Contract between Principal and Obligee for the Project. Notwithstanding provisions in the Contract to the contrary or left unsaid in the Contract, and upon timely notification to the Obligee, the obligations of the Surety under the Bond excludes liability for delays in the Contract completion time and additional costs resulting directly or indirectly from event(s) beyond the Principal's control to include, the ongoing COVID-19 pandemic, future epidemics or pandemics, quarantines, and/or government action(s) or order(s),

This Rider shall not otherwise affect Principal's possible entitlement to extensions to the contract completion time and/or increases in the contract sum provided anywhere in the Contract or that may otherwise be available along with other remedies at law or equity.

Signed, sealed and dated this 7th day of <u>April</u>, 20 21

Accepted:

(Obligee)

By:

(Name/Title)

Taft Plumbing Company Inc. (Principal)

Glenn W. Black By: (Name/Title) (Signature)

GREAT AMERICAN INSURANCE COMPANY (Surety)

By: Shaun Kelly Attorney-in-Fact) (Signature)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or oth document to which this	er officer completing this certificate verifies only the identity of the individual who signed the s certificate is attached, and not the truthfulness, accuracy, or validity of that document.
State of California)
County of KERN)
On April 7, 2021	before me, Donna P. Ong, Notary Public
Date	Here Insert Name and Title of the Officer
personally appeared	Shaun Kelly XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
	Name(s) of Signer(s)
xxxxxxxxxxxxxxxxxx	*****

subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL .

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

DONNA P. ONG y Public - California Kern County Commission # 2316132 Comm. Expires Dec 20, 2023

Number of Pages: xxxxx Signer(s) Other Than Named Above:

Ciamania Mar

Capacity(ies) Claimed by Signer(s)

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

No - Actor Mar

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Signer S Marrie. AAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAAA	LAAAAAA
Corporate Officer - Title(s):	
Partner - Limited General	
Individual Attomey in Fact	
□ Trustee □ Guardian or Conserva	tor
Other:	

Signer Is Representing: xxxxxxxxxxxxxxxxxxxxxxxxxxxx

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET . CINCINNATI, OHIO 45202 . 513-369-5000 FAX 513-723-2740

The number of persons authorized by SEVEN this power of attorney is not more than

No. 0 20961

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

DONNA SCOTT MIKE MELSHENKER KIP KELLER SHAUN KELLY

Name SHERRIE OFFDENKAMP DONNA ONG JONI BOOLE

Address ALL OF BAKERSFIELD, CALIFORNIA Limit of Power ALL \$100,000,000

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above. IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate 3RD officers and its corporate seal hereunto affixed this day of MAY 2019 GREAT AMERICAN INSURANCE COMPANY Attest

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss: 3RD

Assistant Secretary

MARK VICARIO (877-377-2405)

2019 , before me personally appeared MARK VICARIO, to me known, On this day of MAY being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst Notary Public, State of Ohio My Commission Expires 05-18-2020

Susar a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this

day of

7th

April

2021

Assistant Secretary



14-WORKERS' COMPENSATION CERTIFICATE

PROJECT TITLE: BID #: BESSIE OWENS E.S. - MODERNIZATION (#19122.00-38) OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

Labor Code Section 3700 provides:

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

"(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

"(c) For any county, city, city and county, municipal corporation, public district, public agency, or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing and during the performance of the work on this Project.

Taft Plumbing Co., Inc.	
Print Name of Contractor Above	
ву:	
Glenn W. Black	
Print Name Above	
Title: President	

Date: 03/31/2021

[In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.]

www.schoolslegalservice.org PUBLIC WORKS BID PACKET 1214 WORKERS' COMPENSATION CERTIFICATE PAGE 1 OF 1

16-FINGERPRINTING CERTIFICATION BY CONTRACTORS

Bakersfield City School District (referred to as "Owner") Bessie Owens Elementary School - Modernization (Project Identification)

Ι,	Glenn W. Bla	ick	, am an
	[type or prin	t name]	Owner of the company named below
			Partner of the partnership named below
	[check one]	X	President or CEO of the corporation named below
			Principal of the joint venture named below
			Other [specify]

The contracting entity named below is a contractor on the referenced project and as such hereby certifies:

	X	[For compliance with Education Code Section 45125.2(a)(1)] That a physical barrier will be erected at the workplace to limit employee contact with Owner's pupils.
		[For compliance with Education Code Section 45125.2(a)(2)] That the contracting entity named below will provide continual supervision and monitoring of the employees of the entity and its subcontractors through its employee It has been ascertained by the Department of Justice that the named employee has not been convicted of a violent or serious felony. Contractor has requested subsequent arrest information from the Department of Justice concerning such employee and will immediately notify District and remove the employee from the Project if subsequent arrest information indicates the employee has been convicted of a serious or violent felony.
[check one or more]		[For compliance with Education Code Section 45125.2(a)(3)] That the contracting entity named below has contracted with Owner for reimbursement of Owner expense incurred in providing surveillance by school personnel of the employees of the entity and its subcontractors on the Project.
		[For compliance with Education Code Section 45125.1(g). Note: We believe this section may still be applicable to construction contractors where 45125.2(a) is insufficient to ensure pupil safety, e.g., where workers will be simultaneously working at various locations on a school site.]
		That neither myself nor any employees of the contracting entity named below or its subcontractors on the Project who are required by law to submit or have their fingerprints submitted to the Department of Justice, and who may come in contact with pupils, have been convicted of a felony defined in Education Code Section 45122.1.
		[For compliance where there is limited contact or less with pupils] That the contracting entity named below is exempt from fingerprinting requirements as the Owner has determined the employees of the entity and its subcontractors will have no more than limited contact with Owner's pupils during the Project.
Taft Plumbing Co. Inc.		[name of contracting entity]

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

DATE: 03/31/2021

SIGNATURE

www.schoolslegalservice.org PUBLIC WORKS BID PACKET 1214 FINGERPRINTING CERTIFICATION BY CONTRACTORS PAGE 1 OF 1

20-DRUG-FREE WORKPLACE CERTIFICATION

PROJECT TITLE/BID #: BESSIE OWENS E.S. - MODERNIZATION (#19122.00-38) OWNER: BAKERSFIELD CITY SCHOOL DISTRICT

This Drug-Free Workplace Certification is required pursuant to Government Code Section 8350 and following sections, and the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a state agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a state agency shall certify that it will provide a drug-free workplace by doing all of the following:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace, and specifying actions which will be taken against employees for violations of the prohibition;

B. Establishing a drug-free awareness program to inform employees about all of the following:

- The dangers of drug abuse in the workplace;
- The person's or organization's policy of maintaining a drug-free workplace;
- The availability of drug counseling, rehabilitation, and employeeassistance programs;
- The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of work on the Project be given a copy of the statement required by subdivision (a), and that as a condition of employment on the Contract the employee agrees to abide by the terms of the statement.

DRUG-FREE WORKPLACE CERTIFICATION PAGE 1 OF 2 I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substances at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the Owner determines that I have either (a) made a false certification or (b) violated this certification by failing to carry out the requirements of Section 8355, the contract awarded is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 and following sections.

I acknowledge that I am aware of the provisions of Government Code Section 8350 and following sections, and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

Taft Plumbing Co., Inc.	1
Name of Contractor	
Signature	
Glenn W. Black	

Print Name Above

President	X - afe
Print Title Above	a fin

Date: 03/31/2021

www.schoolslegalservice.org PUBLIC WORKS BID PACKET 1214 DRUG-FREE WORKPLACE CERTIFICATION PAGE 2 OF 2

DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION STATEMENT (submit with Agreement Documents)

(Copy on Company Letterhead if Available)

Date: 03/31/2021

Bakersfield City School District 1501 Feliz Drive Bakersfield, CA 93307

Disabled Veteran Business Enterprise (DVBE) Participation Statement

Project: Bessie Owens Elementary School - Modernization

Our firm anticipates using Disabled Veteran Business Enterprise (DVBE)-supplied services/materials amounting to \$_0.00______or _____0 % on this project. Attached is the DVBE Certification Letter(s) for the DVBE firms/ individuals we anticipate using.

At the conclusion of the project we will report to the District the total dollar amount of DVBE participation (services/materials) used under our contract for this project, in compliance with the District's DVBE Policy No. 3323.

Company: Taft Plumbing Co., Inc.

Name: Glenn W. Black

President		2	2	
	//	-/		
		1		
ure:	20			
	/			
		President ure:		

Form W-9
(Rev. October 2018)
Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Bevenue Service
 Go to www.irs.gov/FormW9 for instructions and the latest information.
 Ame (as shown on your income tax return). Name is required on this line; do not leave this line blank.

3	3 Check appropriate box for federal tax classification of the person whose name is entered following seven boxes.	on line 1. Check only one of the 4 Exemptions (codes apply only t certain entities, not individuals; se instructions on page 3):						
	single-member LLC	tnership Trust/estate Exempt payee code (if any)						
	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation) Note: Check the appropriate box in the line above for the tax classification of the sing LLC if the LLC is classified as a single-member LLC that is disregarded from the owner another LLC that is not disregarded from the owner for U.S. federal tax purposes. Oth is disregarded from the owner should check the appropriate box for the tax classification.	e-member owner. Do not check r unless the owner of the LLC is erwise, a single-member LLC that on of its owner.						
L	Other (see instructions)	(Applies to accounts maintained outside the U.S						
	5 Address (number, street, and apt. or suite no.) See instructions. 20 E. Main St.	Requester's name and address (optional)						
6	6 City, state, and ZIP code							
T	aft, CA 93268							
7	7 List account number(s) here (optional)							
rt	Taxpayer Identification Number (TIN)							
up	our TIN in the appropriate box. The TIN provided must match the name given or withholding. For individuals, this is generally your social security number (SSN) t alien, sole proprietor, or disregarded entity, see the instructions for Part I, later	However, for a						
		e How to get a						
es, ate	, it is your employer identification number (EIN). If you do not have a number, se	or						

Part II Certification

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For eal estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of dott, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

	1
Sign	Signature of
Here	U.S. person >

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

Form 1099-INT (interest earned or paid)

 Form 1099-DIV (dividends, including those from stocks or mutual funds)

DZ

 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

9 5 - 2 0 9 9 9 7

- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- · Form 1099-S (proceeds from real estate transactions)

Date >

- · Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

THIS	000					T/	AFTPLU-01		BREYNO
CERT	ORD C	RTI	FICATE OF LIABI					(MM/DD/YYYY) /5/2021	
REPR	CERTIFICATE IS ISSUED AS A IFICATE DOES NOT AFFIRMAT W. THIS CERTIFICATE OF IN ESENTATIVE OR PRODUCER, A	IVEL	Y O	R NEGATIVELY AMEND, EXT E DOES NOT CONSTITUTE A	END OR AL	TER THE C	OVERAGE AFFORDED	BY TH	E POLICIES
If SUI	RTANT: If the certificate holde BROGATION IS WAIVED, subje ertificate does not confer rights t	ct to	the	terms and conditions of the p	olicy, certain	policies may	NAL INSURED provision y require an endorsemen	ns or be nt. A st	e endorsed. tatement on
RODUCE	R License # 0757776			SONT	ACT Anthony	Cuellar			
	ernational Insurance Services Inc			PHON			FAX (A/C, No):		~
uite 10	romwell Avenue 1 CA 93711					.cuellar@h	ubinternational.com		-
roano,					a state of the		RDING COVERAGE		NAIC #
							rance Company		20508
SURED							ty Co of Reading PA		20427
	Taft Plumbing Co, Inc.			INSUF	ER C : Insurar	ice Compa	ny of the West		27847
	120 E. Main Street Taft, CA 93268-9727			INSUF	ERD: Nationa	al Fire Insu	rance Company of Ha	rtford	20478
	Tall, CA 33200-3727			INSUF	ERE: Underv	vriters at L	loyd's London	_	15792
			_	INSUF	ERF:				
OVER				E NUMBER:			REVISION NUMBER:		1
THIS I	S TO CERTIFY THAT THE POLICI	ES O	FIN	SURANCE LISTED BELOW HAVE	BEEN ISSUED	TO THE INSU	RED NAMED ABOVE FOR 1	HE PO	LICY PERIOD
CERTI	TED. NOTWITHSTANDING ANY R	EQUI	TAIN	ENT, TERM OR CONDITION OF	ANY CONTRA	CT OR OTHE	R DOCUMENT WITH RESPE	CT TO	WHICH THIS
EXCLU	ISIONS AND CONDITIONS OF SUCH	POLI	CIES	LIMITS SHOWN MAY HAVE BEEN	REDUCED BY	PAID CLAIMS	3.	U ALL	THE TERMO,
ISR TR	TYPE OF INSURANCE	ADDL	SUBP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
AX	COMMERCIAL GENERAL LIABILITY		1		(miniperior)	COLORESCI 1 1 CI	EACH OCCURRENCE	s	1,000,00
	CLAIMS-MADE X OCCUR	x		5095015582	8/2/2020	8/2/2021	DAMAGE TO RENTED PREMISES (Ea occurrence)	s	100,00
X	Owner's & Contractor	1						-	15,00
X	Per Project Agg						MED EXP (Any one person)	\$	1,000,00
-							PERSONAL & ADV INJURY	\$	2,000,00
GEN							GENERAL AGGREGATE	S	2,000,00
							PRODUCTS - COMP/OP AGG	\$	2,000,00
A AUT	OTHER:	-	-		-		COMBINED SINGLE LIMIT	s	4 000 00
	OMOBILE LIABILITY		5093833932	Constant of the second		8/2/2021	COMBINED SINGLE LIMIT (Ea accident)	S	1,000,00
X	ANY AUTO OWNED SCHEDULED			5093833932	8/2/2020		BODILY INJURY (Per person)	\$	
-	AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$	1.
X	AUTOS ONLY X NON-OWNED						PROPERTY DAMAGE (Per accident)	s	
-								5	
ВХ	UMBRELLA LIAB X OCCUR		1			and the second	EACH OCCURRENCE	s	2,000,00
	EXCESS LIAB CLAIMS-MADE			5093833963	8/2/2020	8/2/2021	AGGREGATE	\$	2,000,00
	DED X RETENTION \$ 10,000							\$	
C WOR	KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH- STATUTE ER		
		N/A		WSA502426507	8/2/2020	8/2/2021	E.L. EACH ACCIDENT	S	1,000,00
	datory in NH)	AIN					E.L. DISEASE - EA EMPLOYEE	s	1,000,00
If yes DES(, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s	1,000,00
	sed/Rented Equip			5093833946	8/2/2020	8/2/2021	\$1,000 Ded/Limit		100,00
E Erro	ors & Omissions			ANE450564620	8/2/2020	8/2/2021	\$5,000 Ded/Limit		1,000,00

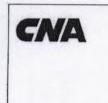
ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved. The ACORD name and logo are registered marks of ACORD

CNA PARAMOUNT

01 51

11 51



0020008250950155826556

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

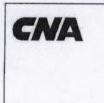
It is understood and agreed as follows:

- 1. The WHO IS AN INSURED section is amended to add as an Insured any person or organization whom the Named Insured is required by written contract to add as an additional insured on this coverage part, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an Insured only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 - 1. bodily injury, property damage, or personal and advertising injury caused in whole or in part by the acts or omissions by or on behalf of the Named Insured and in the performance of such Named Insured's ongoing operations as specified in such written contract; or
 - 2. bodily injury or property damage caused in whole or in part by your work and included in the productscompleted operations hazard, and only if
 - a. the written contract requires the Named Insured to provide the additional insured such coverage; and
 - b. this coverage part provides such coverage.
 - B. bodily injury, property damage, or personal and advertising injury arising out of your work described in such written contract, but only if:
 - this coverage part provides coverage for bodily injury or property damage included within the products completed operations hazard; and
 - the written contract specifically requires the Named Insured to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the written contract; or
 - B. a higher limit of insurance than required by the written contract.
- III. The insurance granted by this endorsement to the additional insured does not apply to bodily injury, property damage, or personal and advertising injury arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this coverage part.
- IV. Notwithstanding anything to the contrary in the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS, the Condition entitled Other Insurance, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by written

CNA75079XX (1-15) Page 1 of 2 VALLEY FORGE INSURANCE COMPANY Insured Name: TAFT PLUMBING COMPANY, INC. Copyright CNA All Rights Reserved. Includes copyrighted material of Insural

Policy No: 5095015582 Endorsement No: 5 Effective Date: 08/02/2020

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.



CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

contract to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

V. Solely with respect to the insurance granted by this endorsement, the section entitled COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

- 1. give the Insurer written notice of any claim, or any occurrence or offense which may result in a claim;
- 2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this coverage part;
- 3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the claim; and
- 4. tender the defense and indemnity of any claim to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this coverage part. However, if the written contract requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a claim from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled DEFINITIONS is amended to add the following definition:

Written contract means a written contract or written agreement that requires the Named Insured to make a person or organization an additional insured on this coverage part, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 - 1. the bodily injury or property damage; or
 - 2. the offense that caused the personal and advertising injury

for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (1-15) Page 2 of 2 VALLEY FORGE INSURANCE COMPANY Insured Name: TAFT PLUMBING COMPANY, INC.

Policy No: 5095015582 Endorsement No: 5 Effective Date: 08/02/2020

Copyright CNA All Rights Reserved. Includes copyrighted material of Insurance Services Office, Inc., with its permission.