



Ann M. Stillman  
Director

County Government Center  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
650-363-4100 T  
650-361-8220 F  
[www.smcgov.org](http://www.smcgov.org)

Alireza Matin  
SBAY Construction, Inc.  
1479 Saratoga Ave, Suite 200  
San Jose, CA 95129  
408.490.4390  
[Almatin@sbayconstruction.com](mailto:Almatin@sbayconstruction.com)

October 18, 2023

RE: Maple Street Correctional Center Solar Photovoltaic Project (PB010) Construction Contract

### **NOTICE OF INTENT TO AWARD**

Mr. Matin:

We are pleased to inform you that we are recommending our Board of Supervisors approve an agreement to provide general contracting services with your firm at its regular meeting on November 14, 2023.

To expedite this process, we ask that you provide evidence of Workers Compensation coverage, General Liability, Automobile Liability, Professional Liability and Property Damage Insurance certificates as required per RFP naming the County as additional insured, including a provision for 30-day advance notice of insurance expiration or change in coverage, and your company's current W-9 form no later than October 31, 2023.

An Agreement for these services requiring signature will be sent under a separate cover.

All correspondence should be forwarded to Suna Yatagama at [syatagama@smcgov.org](mailto:syatagama@smcgov.org).

Regards,

Suna Yatagama  
Energy Program Manager  
Facilities Services  
555 County Center  
Redwood City, CA 94063  
650.599.1449



**DOCUMENT 00 52 13**

**AGREEMENT FORM – STIPULATED SUM**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, **2023**, between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and **SBAY Construction, Inc.**, hereinafter called the "Contractor".

WITNESSETH that the Contractor and the County, in consideration of the mutual covenants, considerations and agreements herein contained, agree as follows:

STATEMENT OF WORK – The Contractor shall furnish all labor and materials and perform all work for:

**Maple Street Correctional Center Solar Photovoltaic System Project  
Redwood City, CA, 94063  
Project No. PB010**

in strict accordance with the Contract Documents.

TIME FOR COMPLETION – The work shall be commenced on a date to be specified in the Notice to Proceed issued by the County. Construction shall be completed within **Two Hundred and Ninety-Six (296) calendar days** defined as sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize for its intended use.

COMPENSATION TO BE PAID TO CONTRACTOR – The County will pay and the Contractor will accept in full consideration for the performance of the contract, subject to additions and deductions and procedures for payment as provided therein, the sum of **One Million Five Hundred Nineteen Thousand Dollars (\$1,519,000.00)** which is the Contractor's Bid. The Contract as defined in paragraph 1.1 of the General Conditions constitutes the sole agreement of the parties hereto relating to said work and correctly states the rights, duties, and obligations of each party as of the document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing.

PREVAILING WAGE RATES - In accordance with the provisions of Section 1770 of the Labor Code, the Board of Supervisors of the County of San Mateo has ascertained the prevailing rate of wages applicable to the work to be done, which prevailing wage rates have been established as indicated in the Notice to Bidders and are incorporated herein by reference.

Revised 10/19/2023

(020)

DOCUMENT 00 52 13  
AGREEMENT FORM – STIPULATED SUM

The Contractor's attention is further directed to the following requirements of State Senate Bill SB 854 (Stat. 2014, chapter 28), effective January 1, 2015:

- (1) 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 section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- (2) 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 section 1725.5.
- (3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

IN WITNESS WHEREOF, the parties hereto on the day and year first above written have executed this agreement in three counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original thereof.

COUNTY OF SAN MATEO

A Political Sub-Division of the State of California

Attest:

By \_\_\_\_\_  
President, Board of Supervisors

\_\_\_\_\_  
Michael Callagy, County Executive Officer

\_\_\_\_\_  
Clerk of the Board of Supervisors

By al martin



**END OF DOCUMENT 00 52 13**

Revised 10/19/2023

(020)

DOCUMENT 00 52 13  
AGREEMENT FORM – STIPULATED SUM

County of San Mateo – Department of Public Works  
San Mateo County Correctional Center Solar Photovoltaic System PB010

**DOCUMENT 00 61 13.16**

**PAYMENT BOND FORM**

**Contractor's Labor & Material Payment Bond  
(100% of Contract Price)**

**(Note: Bidders must use this form, NOT a surety company form.)**

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to SBAY Construction, Inc. (CONTRACTOR NAME) hereinafter designated as the "Principal," a contract dated (CONTRACTOR AWARD DATE) hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as the **Maple Street Correctional Center Photovoltaic System, Project No PB010, San Mateo County Correctional Facility – Maple St, Redwood City, CA 94063, Project No.PB010.**

And WHEREAS, pursuant to law, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims to which reference is made in Sections 9550 to 9566 and 9100 to 9364 both inclusive, of the Civil Code of California.

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned The Ohio Casualty Insurance Company  
(Surety's Name)

as corporate Surety, are held and firmly bound unto all laborers, material men and other persons referred to in said statutes in the sum of

One Million Five Hundred Nineteen Thousand Dollars (\$ 1,519,000.00 )

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

The condition of this obligation is that if the above bonded Principal, contractor, person, company or corporation, or his or its sub-contractor, fails to pay any claimant name in Section 9100 of the Civil Code of the State of California, or amounts due under the Unemployment Insurance Code, with respect to work or labor performed by any such claimant, that the Surety on this bond will pay the same, in an amount not exceeding the aggregate sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, and attorney's fees to be taxed as costs in said suit.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 to 9364 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in the Civil Code, Sections 9550-9566 inclusive, and all amendments thereto.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees that no change will be made which increases the total Contract price more than twenty percent (20%) in excess of the original Contract price without notice to the Surety, then, this obligation to be void, otherwise to remain in full force and virtue.

Correspondence relating to this bond shall be sent to the Surety at the address set forth below.

IN WITNESS WHEREOF, this instrument has been duly executed by the  
Principal and Surety this 25th day of October, 2023.

SBAY Construction, Inc.

Principal

Signature

Alireza Matin

Printed Name

The Ohio Casualty Insurance Company

Surety

Signature

Atoosa Zeinali Gelabi

Printed Name of California Agent Surety

2404 Elgin Lane, Walnut Creek, CA 94598

Address of California Agent Surety

408-828-9995

Telephone Number of California Agent

Surety

(Affix Corporate Seal)

**NOTE:** Notary acknowledgement for Surety signatures and Surety's Power of Attorney and Certificate of Authority for Surety must be attached. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

**END OF DOCUMENT 00 61 13.16**

**See Attached Notary  
Acknowledgment Certificate**



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205730-990599**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Atoosa Zeinali Gelabi, Bruce Alan Poitevin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 10th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 25th day of October, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

County of SANTA CLARA

On 10/25/2023 before me, MARIEJO ESTRELLA GOODEN, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared ATOOSA ZEINALI BELABI  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

*Mariejo Estrella Gooden*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: PAYMENT BOND; PROJECT # PB010

Document Date: 10/25/2023

Number of Pages: 5 PAGES INCLUDING CA ACKNOWLEDGMENT

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

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

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

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

Signer is Representing: \_\_\_\_\_

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

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

Signer is Representing: \_\_\_\_\_



County of San Mateo – Department of Public Works  
San Mateo County Correctional Center Solar Photovoltaic System PB010

**DOCUMENT 00 61 13.13**

**PERFORMANCE BOND FORM  
(100% of Contract Price)**

(Note: Bidders must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to SBAY Construction, Inc. (CONTRACTOR'S NAME), hereinafter designated as "Principal," a contract dated                      (CONTRACT AWARD DATE), hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as the **Maple Street Correctional Center Photovoltaic System, Project No PB010, San Mateo County Correctional Facility – Maple St, Redwood City, CA 94063, Project No.PB010.**

And WHEREAS, Principal is required to furnish a bond in connection with the Contract, guaranteeing the faithful performance thereof;

NOW THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned, (SURETY'S NAME), as corporate Surety, are held and firmly bound unto the County in the sum of

One Million Five Hundred Nineteen Thousand Dollars (\$ 1,519,000.00 ) lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The condition of this obligation is such, that if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the County, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to Surety being hereby waived, on Principal's part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify, defend, protect, and hold harmless the County as stipulated in the Contract, then this obligation shall become and be null and void; otherwise it shall be and remain in full force and effect.

No extension of time, change, alteration, modification, or addition to the Contract, or of the work required thereunder, shall release or exonerate Surety on this bond or in any way affect the obligation of this bond; and Surety does hereby waive

notice of any such extension of time, change, alteration, modification, or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the

Principal and Surety this 25th day of October, 2023.

SBAY Construction, Inc.  
Principal

Signature 

Alireza Matin  
Printed Name

The Ohio Casualty Insurance Company  
Surety

Signature 

Atoosa Zeinali Gelabi  
Printed Name of California Agent Surety

2404 Elgin Lane, Walnut Creek, CA 94598  
Address of California Agent Surety

408-828-9995  
Telephone Number of California Agent Surety

(Affix Corporate Seal)

NOTE: Notary acknowledgement for Surety signatures and Surety's Power of Attorney and Certificate of Authority for Surety must be attached. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

**END OF DOCUMENT 00 61 13.13**

See Attached Notary  
Acknowledgment Certificate



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

Certificate No: **8205730-990599**

## POWER OF ATTORNEY

**KNOWN ALL PERSONS BY THESE PRESENTS:** That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Atoosa Zeinali Gelabi, Bruce Alan Poitevin

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 10th day of June, 2021.



Liberty Mutual Insurance Company  
The Ohio Casualty Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss  
County of MONTGOMERY

On this 10th day of June, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

### ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

### ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Companies this 25th day of October, 2023.



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

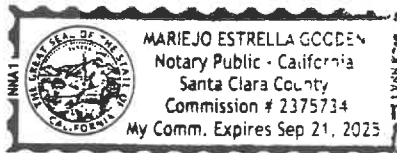
State of California

County of SANTA CLARA

On 10/25/2023 before me, MARIEJO ESTRELLA GORDEN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared ADOSA ZEINALI GELABI  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

*[Handwritten Signature]*

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: PERFORMANCE BOND; PROJECT # PBO10

Document Date: 10-25-2023 Number of Pages: 5 PAGES INCLUDING CA ACKNOWLEDGMENT

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

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)  
10/19/2023

**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).**

<b>PRODUCER</b> Insureon, Division of Specialty Program Group LLC / DBA SPG Insurance Solutions LLC in CA 203 N. LaSalle St., 20th Floor, Chicago, IL 60601	<b>CONTACT NAME:</b> <b>PHONE (A/C. No. Ext):</b> (844) 387-3240 <b>FAX (A/C. No.):</b> 312-690-4123 <b>E-MAIL ADDRESS:</b>  <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER B: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER C: State Compensation Insurance Fund of California</td> <td>35076</td> </tr> <tr> <td>INSURER D: Indian Harbor Insurance Company</td> <td>36940</td> </tr> <tr> <td>INSURER E: RLI Insurance Company</td> <td>13056</td> </tr> <tr> <td>INSURER F: StarStone Specialty Insurance Company</td> <td>44776</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: RLI Insurance Company	13056	INSURER B: Evanston Insurance Company	35378	INSURER C: State Compensation Insurance Fund of California	35076	INSURER D: Indian Harbor Insurance Company	36940	INSURER E: RLI Insurance Company	13056	INSURER F: StarStone Specialty Insurance Company	44776
INSURER(S) AFFORDING COVERAGE	NAIC #														
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<b>INSURED</b> SBAY Construction Inc. 1479 Saratoga Ave. #200, San Jose, CA, 95129															

**COVERAGES****CERTIFICATE NUMBER:****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"/> <b>COMMERCIAL GENERAL LIABILITY</b>			MGL0192372	8/15/2023	8/15/2024	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input checked="" type="checkbox"/> <b>Contractual Liability</b>						MED EXP (Any one person)	\$ 1,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Yes	Yes				GENERAL AGGREGATE	\$ 2,000,000
	<input checked="" type="checkbox"/> <b>OTHER: X, C &amp; U Hazards</b>						PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>			XOBW9412222	8/15/2023	8/15/2024	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	\$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>	Yes	Yes					\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			9013999	6/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	No	N / A				E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
			Yes				E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional / Pollution			PEC005737603	8/15/2023	8/15/2024	Occurrence/Aggregate	\$5,000,000 / \$5,000,000
E	Excess Liability - 1st Layer	Yes	Yes	MXL0435240	8/15/2023	8/15/2024	Policy Limit	\$10,000,000
F	Excess Liability - 2nd Layer	Yes	Yes	X89269222ALI	8/15/2023	8/15/2024	Policy Limit	\$10,000,000

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

Re: Maple Street Correctional Center Solar Photovoltaic Project (PB010)

Location: San Mateo County Correctional Facility - Maple St - 1300 Maple St, Redwood City CA 94063

County of San Mateo Department of Public Works is included as an Additional Insured on the General Liability policy per the attached endorsements.

30-day Advance Notice to Cancel Applies

**CERTIFICATE HOLDER****CANCELLATION**

County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City CA 94063	<p><b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b></p> <p><b>AUTHORIZED REPRESENTATIVE</b></p> <div style="text-align: right;"> </div>
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/20/2023

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).

<b>PRODUCER</b>  Milica Farrington(969235A) 5985 Almaden Expy  San Jose CA 95120-5927		<b>CONTACT NAME:</b> Milica Farrington  <b>PHONE (A/C, NO, EXT):</b> 408-256-4334 <b>FAX (A/C, NO):</b> 408-997-1111  <b>E-MAIL ADDRESS:</b> mfarrington@farmersagent.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b>  SBAY CONSTRUCTION INC 1479 SARATOGA AVE #200  SAN JOSE CA 95129		<b>INSURER A:</b> Truck Insurance Exchange 21709 <b>INSURER B:</b> Farmers Insurance Exchange 21652 <b>INSURER C:</b> Mid Century Insurance Company 21687 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAME 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.

INSTR	TYPE OF INSURANCE	ADDTL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <div><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</div> <div>GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:</div>						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
C	<b>AUTOMOBILE LIABILITY</b> <div><input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY</div>	Y	Y	606794618	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Re: Maple Street Correctional Center Solar Photovoltaic Project (PB010)  
Location: San Mateo County Correctional Facility - Maple St - 1300 Maple St, Redwood City CA 94063  
County of San Mateo Department of Public Works is included as an Additional Insured on the General Liability policy per the attached endorsements.30-day Advance Notice to Cancel Applies

CERTIFICATE HOLDER

CANCELLATION

County of San Mateo Department of Public Works 555 County Center, 5th Floor Redwood City, Ca~ 94063	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <b>AUTHORIZED REPRESENTATIVE:</b> <i>Milica Farrington</i>
---	--

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

### **SCHEDULE**

**Name of Person or Organization:**

All persons or organizations where required by written contract,  
signed prior to the date of an "occurrence" or offense.

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – **Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations:
All persons or organizations where required by written contract, signed prior to the date of an "occurrence" or offense.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will

not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

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

- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	Location and Description of Completed Operations
All persons or organizations where required by written contract, signed prior to the date of an "occurrence" or offense.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

  - The insurance afforded to such additional insured only applies to the extent permitted by law; and
  - If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

  - Required by the contract or agreement; or
  - Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

**Designated Construction Project(s):**

All projects where required by written contract, signed prior to the date of an "occurrence" or offense.

**All Designated Construction Project General Aggregate Capped At:**      \$10,000,000

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. If there is more than one designated construction project, the Designated Construction Project General Aggregate is subject to an All Designated Construction Project General Aggregate Cap, listed in the Schedule above, which is the most we will pay, regardless of the number of designated "projects."
  2. Subject to the All Designated Construction Project General Aggregate Cap, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits."
  3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project and shall also reduce the All Designated Construction Project General Aggregate Cap. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the All Designated Construction Project General Aggregate Cap.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit or the All Designated Construction Project General Aggregate Cap.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, the Designated Construction Project General Aggregate Limit, nor the All Designated Construction Project General Aggregate Cap.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

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

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

### **Primary And Noncontributory Insurance**

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

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

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



ENDORSEMENT AGREEMENT  
WAIVER OF SUBROGATION  
BLANKET BASIS

**BROKER COPY**

REP 06  
9013999-23  
RENEWAL  
SC  
5-78-12-23  
PAGE 1 OF 1

HOME OFFICE  
SAN FRANCISCO

EFFECTIVE JUNE 1, 2023 AT 12.01 A.M.  
AND EXPIRING JUNE 1, 2024 AT 12.01 A.M.

ALL EFFECTIVE DATES ARE  
AT 12:01 AM PACIFIC  
STANDARD TIME OR THE  
TIME INDICATED AT  
PACIFIC STANDARD TIME

SBAY CONSTRUCTION INC  
2901 MOORPARK AVE STE 220  
SAN JOSE, CA 95128

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE  
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL  
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR  
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU  
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU  
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE  
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE  
OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS  
POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE  
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR  
LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JUNE 5, 2023

2572

  
AUTHORIZED REPRESENTATIVE

  
PRESIDENT AND CEO





Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
Tel: 201 743 7700  
Fax: 201 743 7701  
[www.corespecialty.com](http://www.corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

#### DECLARATIONS

**POLICY NO.:** X89269222ALI

**RENEWAL OF:** X89269211ALI

- ITEM 1.** (a) NAMED INSURED: SBAY Construction Inc.  
(b) ADDRESS: 2901 Moorpark Avenue, Ste #220  
San Jose, CA  
95128
- ITEM 2.** POLICY PERIOD: Inception Date: 08/15/2023 To: 08/15/2024  
(12:01 A.M. prevailing time at the address stated in Item 1 above)
- ITEM 3.** RETROACTIVE DATE: N/A
- ITEM 4.** COVERAGE: Following Form Excess Liability
- ITEM 5.** LIMITS OF LIABILITY: \$10,000,000 Per Occurrence  
\$10,000,000 Other Aggregate  
\$10,000,000 Products/Completed Operations  
Aggregate  
Excess of Limits in Item 6 below
- ITEM 6.** LIMITS OF UNDERLYING POLICIES: Please see Schedule of Underlying Insurance.
- ITEM 7.** FOLLOWED POLICY: Please see Schedule of Underlying Insurance.
- ITEM 8.** (a) PREMIUM: \$XXXXXX  
\$XXXXX Additional TRIPRA Premium  
(b) MINIMUM EARNED PREMIUM: \$XXXXX
- ITEM 9.** NOTICES TO THE INSURER:  
(a) All notices of Occurrence or Claim: Claim Department  
(b) All other notices: Underwriting Department  
At the address and numbers shown at the top of the Declarations Page.



Harborside 5  
185 Hudson Street, Suite 2600  
Jersey City, NJ 07311  
Tel: 201 743 7700  
Fax: 201 743 7701  
[www.corespecialty.com](http://www.corespecialty.com)

## STARSTONE SPECIALTY INSURANCE CO.

### FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY

**ITEM 10.** POLICY FORM: SSS EXS 0001 CW 12 16 together with endorsements as per attached form SSS EXS 0004 CW 12 16 Schedule of Endorsements:

---

Authorized Representative

Date of Issue: 09/07/2023

<b>Named Insured:</b>	SBAY Construction Inc.
<b>Policy No:</b>	X89269222ALI
<b>Endorsement No:</b>	2
<b>Endorsement Effective Date:</b>	08/15/2023

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**SCHEDULE OF FOLLOWED POLICIES AND TOTAL LIMITS OF UNDERLYING POLICIES**

**ITEM 6.** TOTAL LIMITS OF UNDERLYING POLICIES and **ITEM 7.** FOLLOWED POLICY of the DECLARATIONS are amended to read as follows:

**ITEM 6.** TOTAL LIMITS OF UNDERLYING POLICIES:

- a.       \$11,000,000     Per Occurrence
- \$12,000,000     Annual Aggregate

**ITEM 7.** FOLLOWED POLICIES: SEE ITEM 6. ABOVE

- a.       Company: On File with Company
- Policy Number: On File with Company
- Coverage: Excess Liability
- Policy Period: On File with Company
- Limits of Liability:
- \$10,000,000     Per Occurrence
- \$10,000,000     Annual Aggregate

\*The above Schedule applies to any renewals or replacements thereof

**ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS SHALL REMAIN THE SAME.**

<b>Named Insured:</b>	SBAY Construction Inc.
<b>Policy No:</b>	X89269222ALI
<b>Endorsement No:</b>	9
<b>Endorsement Effective Date:</b>	08/15/2023

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**FOLLOWING FORM EXCESS LIABILITY INSURANCE POLICY**

**CRISIS RESPONSE ENDORSEMENT**

The Policy is amended as follows:

**SCHEDULE**

<b>A.1.</b>	<b>Crisis Management Loss Limit:</b>	<b>\$100,000</b>	<b>Each Crisis Event</b>
<b>A.2.</b>	<b>Crisis Response Costs Limit:</b>	<b>\$100,000</b>	<b>Each Crisis Event</b>
<b>A.3.</b>	<b>Crisis Response Aggregate Limit:</b>	<b>\$100,000</b>	<b>Annual Aggregate for Crisis Response Costs and Crisis Management Loss Combined</b>

**I. CRISIS RESPONSE COVERAGE**

**A. SECTION I – COVERAGES** is amended to include the following:

**CRISIS RESPONSE COVERAGE**

1. We will reimburse you or pay on your behalf, at our sole discretion, reasonable and necessary **crisis response costs** and **crisis management loss** arising out of:
  - a. **bodily injury** or property damage for which coverage is provided under this Policy; or
  - b. the actual or immediate threat of **bodily injury** or property damage for which coverage would be provided under this Policy (hereinafter, item **b.** is referred to as imminent injury),
 but only with respect to a **crisis event** to which insurance applies. The amount we will reimburse you or pay on your behalf for such **crisis response costs** and **crisis management loss** is limited as described in **SECTION II. – CRISIS RESPONSE LIMITS OF INSURANCE.**
2. We will reimburse you or pay on your behalf **crisis response costs** and **crisis management loss** arising out of a **crisis event** only if:
  - a. The **bodily injury** or property damage or imminent injury takes place in the coverage territory;

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

SBAY Construction, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► \_\_\_\_\_  
**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1479 Saratoga Ave. suite 200

6 City, state, and ZIP code

San Jose, CA 95129

7 List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

9 0 - 0 4 8 8 9 9 0

## Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, 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.

Sign  
Here

Signature of  
U.S. person ►

Date ► 08/16/2023

## 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](http://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)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- 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.