RESOLUTION NO.

JOB ORDER CONTRACT AGREEMENT JOC-2107

THIS JOB ORDER CONTRACT (Agreement), is entered into this <u>28th</u> day of <u>January</u>, 2021, by and between the COUNTY OF SAN MATEO, a Political Subdivision of the State of California, hereinafter called the "County", and BAY CITY MECHANICAL SERVICE, LLC, 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: Job Order Contract for MECHANICAL WORKS, JOC-2107, in strict accordance with the Contract Documents. The Work of this Contract will be set forth in the Detailed Scopes of Work referenced in the individual Job Orders. The Contractor is required to complete each Detailed Scope of Work for the Job Order Price within the Job Order Completion Time.

AUTHORITY - A separate Job Order Authorization duly signed by the County's Director of Public Works (or his designee) will be issued under this Agreement for each individual Job Order.

TIME FOR COMPLETION - The individual Job Orders to be performed under this Agreement shall each be commenced and completed by the dates prescribed in their respective Notices to Proceed.

DURATION - The term of this Job Order Contract is one year, except that the terms of this Agreement shall continue to cover Job Orders issued during that year until the Work thereunder has been completed. Accordingly, all Job Orders must be issued within one calendar year of the commencement date of this Agreement.

COMPENSATION TO BE PAID TO CONTRACTOR – In accordance with the Contract Documents, the County will pay and the Contractor will accept, in full consideration for the performance of the Contract, the Unit Prices set forth in the Construction Task Catalog® (CTC) as defined in each Job Order Detailed Scope of Work (Work), subject to additions, deductions, procedures for payment, and the following Adjustment Factors:

Normal Working Hours Adjustment Factor	1.1746
Other than Normal Working Hours	1.3273
Detention Facilities Normal Working Hours	1.2216
Detention Facilities Other than Normal	1.3315
OSHPD Facilities Normal Working Hours	1.2803
OSHPD Facilities Other than Normal	1.4084

There is no Minimum Contract Value. The initial Contract amount shall be \$1,000,000 for purposes of Payment Bond and Performance Bond amounts. The value of the total amount of Job Orders may be increased by the County, but in no event may the total value of Job Orders issued pursuant to this Contract exceed \$5,000,000.

At no time may the sum of the outstanding Job Orders exceed the amount of the Payment Bond and Performance Bond. A Job Order is outstanding until the County has accepted the Project described in the Job Order by execution of a Notice of Completion.

The Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value. The Owner does not guarantee the Contractor will receive this volume of Work. Payment for any Work performed after the one-year term of this Contract will be subject to any applicable terms or restrictions imposed by Public Contract Code Section 20128.5.

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.

Contractor shall not assign this Agreement or any portion of it to a third party to provide services required by Contractor under this Agreement without the prior written consent of the County, the Director of Public Works or his designee. Any such assignment without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

The Contract Documents consist of:

- 1. This Job Order Contract Agreement
- 2. The General Conditions
- 3. Special Provisions
- 4. Job Orders
- 5. Construction Task Catalog®
- 6. Technical Specifications

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 P. Callagy Clerk of the Board of Supervisors	Contractor
	Its GERAGO J. BORROMEO GENERAL MANAGER Page 2 of 2 BAX CITY MECHANICAL
Agreement	Page 2 of 2 BAY CITY MECHANICAL



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/11/2020

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

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

PRODUCER		CONTACT NAME: Chris Kelley	
Woodruff-Sawyer & Co. 50 California Street, Floor 12 San Francisco CA 94111	PHONE (A/C, No, Ext): 415-402-6521	FAX (A/C, No): 415-989-9923	
	E-MAIL ADDRESS: ckelley@woodruffsawyer.com		
		INSURER(S) AFFORDING COVERAGE	NAIC#
		INSURER A: Federal Insurance Company	20281
INSURED	BAYCITY-01	ınsurer в : Executive Risk Indemnity, Inc.	35181
Bay City Mechanical Service LLC 870 Harbour Way South	INSURER C : Starr Indemnity & Liability Company	38318	
Richmond, CA 94804		INSURER D :	
		INSURER E :	-
		INSURER F:	
COVEDAGES	CERTIFICATE MUMPER, COCOCZAGO	DEVIOION NU	UDED.

COVERAGES CERTIFICATE NUMBER: 625997433 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.

TYPE OF INSURANCE COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR I'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- POLICY X PRO- OTHER:	Y	Y	POLICY NUMBER 54303249	POLICY EFF (MM/DD/YYYY) 10/1/2020	POLICY EXP (MM/DD/YYYY) 10/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 100,000 \$ 5,000
CLAIMS-MADE X OCCUR I'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- JECT LOC	Y	Y	54303249	10/1/2020	10/1/2021	DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 100,000
L'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- LOC						PREMISES (Ea occurrence) MED EXP (Any one person)	· · · · · · · · · · · · · · · · · · ·
POLICY X PRO-							\$ 5,000
POLICY X PRO-							
POLICY X PRO-						PERSONAL & ADV INJURY	\$ 1,000,000
		1				GENERAL AGGREGATE	\$ 2,000,000
OTUED:						PRODUCTS - COMP/OP AGG	\$ 2,000,000
Offich.							\$
OMOBILE LIABILITY	Υ	Υ	54303248	10/1/2020	10/1/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
ANY AUTO						BODILY INJURY (Per person)	\$
AUTOS ONLY AUTOS						BODILY INJURY (Per accident)	\$
AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
						·	\$
UMBRELLA LIAB X OCCUR			1000584681201	10/1/2020	10/1/2021	EACH OCCURRENCE	\$ 5,000,000
EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$ 5,000,000
DED RETENTION\$							\$
KERS COMPENSATION EMPLOYERS' LIABILITY		Υ	54303250	10/1/2020	10/1/2021	X PER OTH- STATUTE ER	
PROPRIETOR/PARTNER/EXECUTIVE	N/A					E.L. EACH ACCIDENT	\$ 1,000,000
datory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
il i	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WMBRELLA LIAB EXCESS LIAB DED RETENTION\$ KERS COMPENSATION EMPLOYERS' LIABILITY ROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXCLUDED? latory in NH) describe under	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WIMBRELLA LIAB EXCESS LIAB DED RETENTION \$ CERS COMPENSATION EMPLOYERS' LIABILITY ROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXCLUDED? RICHARD Y/N N/A latory in NH) describe under	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WIMBRELLA LIAB EXCESS LIAB DED RETENTION \$ CERS COMPENSATION EMPLOYERS' LIABILITY ROPRIETORYPARTNER/EXECUTIVE DESCRIBE Under	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ KERS COMPENSATION ERPLOYERS' LIABILITY ROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXCLUDED? latory in NH) describe under	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ KERS COMPENSATION ERPOPRIETOR/PARTNER/VEXECUTIVE PROPRIETOR/PARTNER/VEXECUTIVE PROPRIETOR/PARTNER/	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ KERS COMPENSATION ROPRIETOR/PARTNER/EXECUTIVE PROPRIETOR/PARTNER/EXECUTIVE PROPRIE	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY WIMBRELLA LIAB EXCESS LIAB CLAIMS-MADE DED RETENTION\$ CERS COMPENSATION ROPRIETOR/PARTNER/EXECUTIVE ER/MEMBER EXCLUDED? AVA AVA AVA AVA AVA AVA AVA A

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: County of San Mateo Job Order Contract (JOC-2107 Mechanical Works). County of San Mateo, its board members and commissions and all authorized agents and representatives and members, directors, officers, trustees, agents and employees of any of them and Owner are named additional insured on General Liability and Auto Liability per endorsements attached. Coverage is primary and non-contributory per endorsements attached. Waiver of Subrogation applies to Workers' Compensation and General Liability coverage per endorsements attached. Policies contain a 30 day notice of cancellation and a 10 day notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER	CANCELLATION
San Mateo County Public Works Dept	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
555 County Center Redwood City CA 94063	Mustan Ruley

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

- Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

- 1. You:
- 2. Any of your "employees" or agents;
- Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".

However, such person or organization is an "insured" only:

Form: 16-02-0292 (Rev. 4-11)

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.
- FELLOW EMPLOYEE COVERAGE
 EXCLUSION B.5. FELLOW EMPLOYEE of SECTION II LIABILITY COVERAGE does not apply.
- 4. PHYSICAL DAMAGE ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

- c. Unpaid Loan or Lease Amounts
- In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
- The amount paid under the Physical Damage Coverage Section of the policy; and
- Anv:
 - a. Overdue loan/lease payments at the time of the "loss";
 - Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor:
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

- \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.
- 7. EXTRA EXPENSE BROADENED COVERAGE Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
 - e. Recovery Expense
 We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

- 9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT BROADENED COVERAGE
 Paragraph C.2. LIMIT OF INSURACE of SECTION III PHYSICAL DAMAGE is deleted and replaced with the following:
 - \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - Removable from a permanently installed housing unit as described in Paragraph
 a.a. above or is an integral part of that equipment; or
 - c. An integral part of such equipment.

Form: 16-02-0292 (Rev. 4-11)

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

- If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
- If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred:
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following: If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.
- 16. HIRED AUTO COVERAGE TERRITORY
 Paragraph B.7.b.(5).(a) POLICY PERIOD,
 COVERAGE TERRITORY of SECTION IV –
 BUSINESS AUTO CONDITIONS is deleted and
 replaced with the following:
 - (a) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following: "Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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
Where required by written contract	
Information required to complete this Schedule, if not sho	own 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
 - 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:

- 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 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:

- 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
Where required by written contract	
Information required to complete this Schedule, if not s	zowa ghovo will be phown in the Declarations
intornation required to complete this ochedule, if hot s	iowii above, wiii 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
- 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 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.

COMMERCIAL GENERAL LIABILITY 10-02-2461 (Ed. 7-15)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Additional Insured:

Location Of Covered Operations:

WHERE REQUIRED BY WRITTEN CONTRACT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance 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 the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this 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.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. We may audit your books and records as they relate to this insurance at any time during the term of this policy and up to three years afterwards.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- **b.** Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Or Waiver Of Rights Of Recovery Against Others To Us

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

This condition does not apply to Coverage C.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- "Advertisement" means an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.
 - "Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:
 - a. Copyrighted "advertisement"; or
 - **b.** Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.
- 3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or "waste".

4. "Auto" means:

- A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- **5**. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Disease;

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7-08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

uniess a different date is indicate	a below.	
(The following "attaching clause" need policy.)	to be completed	only when this endorsement is issued subsequent to preparation of the
This endorsement, effective on	10/1/2020 (DATE)	at 12:01 A. M. standard time, forms a part of
Policy No. 54303250	of the	
		(NAME OF INSURANCE COMPANY)
issued to		
Bay City Mechanical, Inc. Endorsement No.		
		Authorized Representative
not enforce our right against the	person or orga	m anyone liable for an injury covered by this policy. We wil anization named in the Schedule. The additional premium fo shall be 0.00 % of total California premium.
1		Schedule
Person or Organization		Job Description
Where required by written contract		



Zurich North America Surety 525 Market Street, Suite 2900 San Francisco, Ca. 94105 Phone: (415)538-7100 Fax: (415)538-7366

December 16, 2020

County of San Mateo 555 County Center, 5th Floor Redwood City, CA 94063

Re: Bay City Mechanical Services LLC

Job: Job Order Contract for MECHANICAL WORKS, JOC-2107

To Whom It May Concern:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Bay City Mechanical Services LLC for single projects of \$15,000,000 and an aggregate uncompleted backlog of \$50,000,000. Zurich/F&D is rated "A+" (Excellent) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$300 million.

If Bay City Mechanical Services LLC is awarded a contract for the referenced project and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Bay City Mechanical Services LLC and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact me.

Sincerely

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Joan DeLuca Attorney-in-Fact

cc: Mr. Helge Theiss-Nyland Bay City Mechanical, Inc.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

	rtificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document.
State of California	
County of Marin	
on Deely 2020 before me,	K. Holtemann, Notary Public
On Deely 2020 before me,	Here Insert Name and Title of the Officer
personally appeared	Joan DeLuca
	Name(s) of Signer(s)
subscribed to the within instrument and ackr	tory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
K. HOLTEMANN	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Notary Public - California Marin County Commission # 2261197 My Comm. Expires Oct 31, 2022	WITNESS my hand and official seal.
	Signature of Notary Public
	Signature of Notary Public
	Signature Signature of Notary Public
	Signature K. Holt. Signature of Notary Public
	Signature C. H. Signature of Notary Public
Place Notary Seal Above	Signature of Notary Public
Though this section is optional, completing	Signature C. Signature of Notary Public OPTIONAL this information can deter alteration of the document or f this form to an unintended document.
Though this section is optional, completing fraudulent reattachment of	Signature of Notary Public OPTIONAL this information can deter alteration of the document or f this form to an unintended document.
Though this section is optional, completing fraudulent reattachment of	Signature of Notary Public OPTIONAL this information can deter alteration of the document or f this form to an unintended document.
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document:	OPTIONAL this information can deter alteration of the document or f this form to an unintended document. Document Date:
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other	Signature of Notary Public OPTIONAL this information can deter alteration of the document or f this form to an unintended document.
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Capacity(ies) Claimed by Signer(s)	OPTIONAL this information can deter alteration of the document or f this form to an unintended document. Document Date:
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Capacity(ies) Claimed by Signer(s)	OPTIONAL this information can deter alteration of the document or f this form to an unintended document. Document Date:
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: Corporate Officer — Title(s):	OPTIONAL this information can deter alteration of the document or fithis form to an unintended document. Document Date: Than Named Above: Signer's Name: Corporate Officer — Title(s):
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General	OPTIONAL this information can deter alteration of the document or f this form to an unintended document. Document Date: Than Named Above: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact	OPTIONAL this information can deter alteration of the document or f this form to an unintended document. Document Date: Than Named Above: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact
Though this section is optional, completing fraudulent reattachment of Description of Attached Document Title or Type of Document: Number of Pages: Signer(s) Other Capacity(ies) Claimed by Signer(s) Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General	OPTIONAL this information can deter alteration of the document or fithis form to an unintended document. Document Date: Than Named Above: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly HOLTEMANN, Joan DELUCA and Thomas E. HUGHES, of San Francisco, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of August, A.D. 2019.







ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown
Secretary

State of Maryland County of Baltimore

On this 1st day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

Bond No. 9322072 Premium: \$9,825

PERFORMANCE BOND JOC-2107

Bond Executed in Triplicate

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the County of San Mateo, hereinafter designated as the "County," has awarded to Bay City Mechanical Service, LLC, hereinafter designated as "Principal," a contract dated January 28, 2021 hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as

Job Order Contract for MECHANICAL WORKS, JOC-2107

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, Company of Maryland, as corporate Surety, are held and firmly bound unto the County in the sum of

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.

Performance Bond Page 1 of 2

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

Filicipal and Sulety thisday of	, 20 <u>20</u>	
Bay City Mechanical Service, LLC	Fidelity and Deposit Company of Maryland	
Principal	Surety	
Signature	Signature	
Helge Theiss-Waland	Joan DeLuca, Attorney-in-Fact	
Printed Name	Printed Name	
NOTE: Notary acknowledgement for Surety ar	d Surety's Power of Attorney must be attache	ed.
The above bond is accepted and approved	I thisday of, 20	

CIVIL CODE § 1189

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this cert document to which this certificate is attached, and no	ificate verifies only the identity of the individual who signed the ot the truthfulness, accuracy, or validity of that document.
State of California)
County of Marin	
On Dee 16, 2020 before me,	K. Holtemann, Notary Public
Date	Here Insert Name and Title of the Officer
	Joan DeLuca
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and ackn	•
K. HOLTEMANN Notary Public - California	I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
Marin County Commission # 2261197 My Comm. Expires Oct 31, 2022	WITNESS my hand and official seal.
	Signature K. Hott. Signature of Notary Public
Place Notary Seal Above	
Though this section is optional, completing t	OPTIONAL this information can deter alteration of the document or this form to an unintended document.
Description of Attached Document Title or Type of Document:	
Number of Pages: Signer(s) Other	Than Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Quardian or Conservator	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Quardian or Conservator	
Company of the second of the s	Other
☐ Other: Signer Is-Representing:	

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

ZURICH AMERICAN INSURANCE COMPANY COLONIAL AMERICAN CASUALTY AND SURETY COMPANY FIDELITY AND DEPOSIT COMPANY OF MARYLAND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Kelly HOLTEMANN, Joan DELUCA and Thomas E. HUGHES, of San Francisco, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY of MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 1st day of August, A.D. 2019.







ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray Vice President

Dawn & Brown

By: Dawn E. Brown Secretary

State of Maryland County of Baltimore

On this 1st day of August, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public My Commission Expires: July 9, 2023

Constance a. Dunn

Bond No. 9322072

Premium: Included in Performance Bond

JOC-2107

Bond Executed in Triplicate

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, the County of San Mateo hereinafter designated as the "County," has awarded to Bay City Mechanical Service, LLC hereinafter designated as the "Principal," a contract dated January 28, 2021 hereinafter designated as the "Contract," which Contract is by this reference made a part hereof, for the work described as

Job Order Contract for MECHANICAL WORKS, JOC-2107

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:

	Fidelity and Deposit
That the said Principal and the undersigned	Company of Maryland ,
	(Surety's Name)
as corporate Surety, are held and firmly bound unto all lab persons referred to in said statutes in the sum of	porers, material men and other
One Million and no/100ths	Dollars (\$ 1,000,000.00
awful money of the United States, for the payment of whi made, we bind ourselves, our heirs, executors, administrationally 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

Payment Bond Page 1 of 2

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, t Principal and Surety this <u>16th</u> day of_	his instrument has been duly executed by the December, 2020.
Bay City Mechanical Service, LLC	Fidelity and Deposit Company of Maryland
Principal (Included)	Surety
Signature	Signature
Heige Theiss-Nyland Printed Name	Joan DeLuca, Attorney-in-Fact Printed Name
	Address for Notices:
	Fidelity and Deposit Company of Maryland
	525 Market Street, Suite 2900 San Francisco, CA 94105

NOTE: Notary acknowledgement for Surety and Surety's Power of Attorney must be attached.

CIVIL CODE § 1189

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

	ficate verifies only the Identity of the individual who signed the it the truthfulness, accuracy, or validity of that document.
State of California)
County of Marin	
110 5050	/ Haltamana Matana Dublia
On Dec 16, 2020 before me,	Live Input Norma and Title of the Officer
Date	
personally appeared	Joan DeLuca
	Name(s) of Signer(s)
subscribed to the within instrument and acknowledge	ory evidence to be the person(e) whose name(s) is/ar- powledged to me that he/she/they executed the same in / his/her/their signature(s) on the instrument the person(s) acted, executed the instrument.
K. HOLTEMANN Notary Public - California	I certify under PENALTY OF PERJURY under the law of the State of California that the foregoing paragraph is true and correct.
Marin County Commission # 2261197 My Comm. Expires Oct 31, 2022	WITNESS my hand and official seal.
	Signature <u>K. Wolt</u>
	Signature of Notary Public
Plece Notery Seal Ahoye	
Place Notary Seal Above	DPTIONAL mass manascribatus a scala la mascribatus a scala la mascribatus de manascribatus de mascribatus de ma
Though this section is optional, completing the	OFTIONAL his information can deter alteration of the document or this form to an unintended document.
Though this section is optional, completing the fraudulent reattachment of the Description of Attached Document	his information can deter alteration of the document or this form to an unintended document.
Though this section is optional, completing the fraudulent reattachment of the Description of Attached Document Title or Type of Document:	his information can deter alteration of the document or this form to an unintended document. Document Date:
Though this section is optional, completing the fraudulent reattachment of the Description of Attached Document	his information can deter alteration of the document or this form to an unintended document. Document Date:
Though this section is optional, completing the fraudulent reattachment of Pages: Signer(s) Other T	his information can deter alteration of the document or this form to an unintended document. Document Date:
Though this section is optional, completing the fraudulent reattachment of Pages: Signer's Name: Signer's Name:	his information can deter alteration of the document or this form to an unintended document. Document Date: Than Named Above:
Though this section is optional, completing the fraudulent reattachment of the fraudulent reattachment rea	his information can deter alteration of the document or this form to an unintended document. Document Date: Than Named Above: Signer's Name: Corporate Officer — Title(s):
Though this section is optional, completing the fraudulent reattachment of the fraudulent reattachment rea	his information can deter alteration of the document or this form to an unintended document. Document Date: Than Named Above: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General
Though this section is optional, completing the fraudulent reattachment of the fraudulent f	his information can deter alteration of the document or this form to an unintended document. Document Date: Than Named Above: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact
Though this section is optional, completing the fraudulent reattachment of the fraudulent reattachment rea	his information can deter alteration of the document or this form to an unintended document. Document Date: Than Named Above: Signer's Name: □ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Individual □ Attorney in Fact □ Trustee □ Guardian or Conservator