RESOLUTION - ACTION REQUESTED 2016-238

MEETING: May 17, 2016

TO: The Board of Supervisors

FROM: Tony Stobbe, Public Works Director

RE: Approval to Advertise for Bids to Replace Two (2) Air Handling Units

RECOMMENDATION AND JUSTIFICATION:
Approve the Specifications to Replace Two (2) Air Handling Units Located at the Mariposa County Adult Detention Facility, and Authorize the Public Works Director to Solicit for Bids and Award the Contract to the Lowest Responsible Bidder (Agreement Subject to Approval as to Form by County Counsel).

The Sheriff’s Department has been budgeting for the replacement of these units and a recent engineering analysis confirmed that the units are in need of replacement. The Public Works Department was asked to assist with the development of engineering specifications suitable for bidding which has been completed by qualified Mechanical Engineering firm.

The specification package has been made available for review with the Clerk of the Board.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
The Board routinely authorizes for the Advertisement and Award to the Lowest Responsible Bidder for construction and the replacement of equipment.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could choose to provide alternative direction to the Department.

FINANCIAL IMPACT:
The Jail budget has funding identified for this project and any unused funds from this fiscal year will be re-budgeted in the next fiscal year.

CAO RECOMMENDATION
Requested Action Recommended

Mary Hodson, CAO 5/11/2016
RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Kevin Cann, District IV Supervisor
SECONDER: Rosemarie Smallcombe, District I Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
CONTRACT FOR SERVICES

This Contract made this ______ day of May, 2016 between:

COUNTY: Department of Public Works
4639 Ben Hur Road
Mariposa, CA 95338

and

CONTRACTOR: Modern Air Mechanical
P.O. Box 3017
Merced, CA. 95348

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 12, 2016, and shall terminate June 30, 2017, unless terminated in accordance with the provisions of Article 7 of this Contract.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the expressed intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

2.02 Contractor Qualifications: Contractor warrants that Contractor has the necessary experience and technical skills to provide services under this Contract.

2.03 Contract Management: Contractor shall report to the Public Works Director who will review the activities and performance of the Contractor and administer this Contract.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.
No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time. All such services are to be coordinated with County and the results of the work shall be monitored by the Public Works Director or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor’s employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor’s services.

3.03 Employment of Assistants: Contractor may, at the Contractor’s own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor’s assistants or employees in the performance of those services.

Contractor assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $208,680. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services.

or

[X] Incremental payments based on the following schedule:

Funding Source:

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County. All invoices shall reference contract number.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.
4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor’s costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney’s fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) to cover such claims or in an amount determined appropriate by the County Risk Manager. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 **General Liability and Automobile Insurance:** During the term of this Contract Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insureds will be called on to cover a loss covered thereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 **Certificate of Insurance:** Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing
coverage as set forth in paragraphs 5.03 and 5.05 which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.05 **Workers’ Compensation:** During the term of this Contract Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.06 **Public Employees Retirement System (CalPERS):** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

5.07 **State and Federal Taxes:** As Contractor is not County’s employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor’s payments;

b. County will not make state or federal unemployment insurance contributions on behalf of Contractor;

c. County will not withhold state or federal income tax from payment to Contractor;

d. County will not make disability insurance contributions on behalf of Contractor;

e. County will not obtain workers’ compensation insurance on behalf of Contractor.

5.08 **Records:** It is understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.09 **Contractor’s Books and Records:** Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made
available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.10 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and to provide access to all documents as permitted by law necessary to the performance of Contractor’s duties under this Contract.

6.02 Assignment: Neither this Contract nor any duties or obligations under this Contract may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF CONTRACT

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County’s option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in
its sole judgment, that funding will be terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid and return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of services by Contractor for County and contains all the covenants and contracts between the Parties with respect to the rendering of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representatives, inducements, promises, or contracts, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Contract is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney’s Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney’s fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that Party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this contract because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.
8.07 **Governing Law:** This Contract and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Contract shall be held exclusively in a state court in the County of Mariposa.

Executed in Mariposa, California, on the date and year first above written.

**COUNTY:**
County of Mariposa

By: [Signature]
Tony Stobbe, (date)
Director

**CONTRACTOR:**
Modern Air Mechanical

By: [Signature]
(date)

**APPROVED AS TO FORM:**

By: [Signature]
Steven W. Dahlem (date)
County Counsel

**ATTEST:**

By: [Signature]
Rene LaRoche (date)
June 7, 2016

Addendum #1
Mariposa county Adult Detention facility, AHU 1 & 2
Project # 0150-1609

Notice is hereby given that bid opening date will be June 14, at 2:00 PM.

NOTE: This acknowledgement must be signed, and must accompany the Bid Proposal.

I hereby acknowledge receipt of Addendum #1 for the Mariposa County Adult Detention Facility Project #0150-1609:

[Signature]

Date: 6/9/16
PROPOSAL

HVAC Replacement – Adult Detention Facility
Project No. #0150-1609

NAME OF BIDDER: Modern Air Mechanical
BUSINESS MAILING ADDRESS: P.O. BOX 3017
CITY, STATE, ZIP: Merced, CA 95347
BUSINESS STREET ADDRESS: 2200 Cooper Avenue
CITY, STATE, ZIP: Merced, CA 95348
TELEPHONE: 209-722-0076 ( ) FAX: 209-722-0170 ( )
E-mail address: dave@modernair.biz
Year established 1963
Contractor License No.: 5694680
Estimated yearly contracts $15 million

The work to be done and referred to herein is for replacement of two HVAC units at the Mariposa County Adult Detention Facility, located in Mariposa County, State of California, and shall be constructed in accordance with the Contract Documents, which require the payment of State of California General Prevailing Wage Rates, including:

The Notice to Contractors, Special Provisions, Construction Plans and Contract entitled "HVAC Replacement – Adult Detention Facility, Project No. #0150-1609, including any addenda thereto annexed hereto, the Department of Transportation Standard Specifications and Standard Plans (Caltrans), dated 2010, and the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished.

Bids are to be submitted for the entire work. The amount of the bid, for comparison purposes, will be the total of all items.

The bidder shall set forth for each unit basis item of work a unit price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for that purpose. In the case of unit basis items, the amount set forth under the "Item Total" column shall be the product of the unit price bid and the estimated quantity for the item.

In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail, except as provided in (a) or (b) as follows:

a) If the amount set forth as a unit price is unreadable or otherwise unclear, or is omitted, or is the same as the amount as the entry in the item total column, then the amount set forth in the item total column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price;

b) (Decimal Errors) If the product of the entered unit price and the estimated quantity is exactly off by a factor of ten, one hundred, etc., or one-tenth, or one hundredth, etc. from the entered total, the discrepancy will be resolved by using the entered unit price or item total, whichever most closely approximates percentage wise the unit price or item total in the County of Mariposa's estimate of cost.

If both the unit price and the item total are unreadable or otherwise unclear, or are omitted, the bid may be deemed irregular. Likewise if the item total for a lump sum item is unreadable or otherwise unclear, or is
omitted, the bid may be deemed irregular unless the project being bid has only a single item and a clear, readable total bid is provided.

Symbols such as commas and dollar signs will be ignored and have no mathematical significance in establishing any unit price or item total or lump sums. Written unit prices, item totals and lump sums will be interpreted according to the number of digits and, if applicable, decimal placement. Cents symbols also have no significance in establishing any unit price or item total since all figures are assumed to be expressed in dollars and/or decimal fractions of a dollar. Bids on lump sum items shall be item totals only; if any unit price for a lump sum item is included in a bid and it differs from the item total, the items total shall prevail.

The foregoing provisions for the resolution of specific irregularities cannot be so comprehensive as to cover every omission, inconsistency, error or other irregularity which may occur in a bid. Any situation not specifically provided for will be determined in the discretion of the County of Mariposa, and that discretion will be exercised in the manner deemed by the County of Mariposa to best protect the public interest in the prompt and economical completion of the work. The decision of the County of Mariposa respecting the amount of a bid, or the existence or treatment of an irregularity in a bid, shall be final.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish the bonds in the amounts required by the Contract Documents, with surety satisfactory to the County of Mariposa, within ten (10) days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice from the County of Mariposa that the contract has been awarded, the Department of Public Works may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County of Mariposa.

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the annexed proposed form of contract, and the plans therein referred to; and he proposes, and agrees if this proposal is accepted, that he will contract with the County of Mariposa, in the form of the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices, to wit:
EXHIBIT A
BID SCHEDULE

HVAC Replacement – Adult Detention Facility
Project # 0150-1609
Bid Schedule [CM3][MH4]

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<tr>
<th>ITEM</th>
<th>ITEM DESCRIPTION</th>
<th>REFERENCE</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>PRICE ($)</th>
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<tr>
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<td>REPLACE AHU-1 &amp; AHU-2</td>
<td>SCOPE OF WORK – PETERS ENGINEERING – APRIL 21, 2016</td>
<td>LS</td>
<td>1</td>
<td>$206,680.00</td>
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</table>

HVAC REPLACEMENT – ADULT DETENTION FACILITY TOTAL IN FIGURES:
$ 206,680.00

AMOUNT OF BID, WRITTEN OUT:
Two Hundred Eighty Thousand, 501
Hundred Eighty-4 over 50

DOLLARS

SIGNATURE OF BIDDER: ___________________________
LIST OF SUBCONTRACTORS
Failure to list all subcontracts greater than 1/2 of 1% of the contract amount are subject to penalties of up to 10% of the subcontract amount & may also be grounds for disciplinary action by the Contractor's State License Board. Any changes in subcontractors must be approved by the Engineer in advance. List license number for each sub-contractor.

<table>
<thead>
<tr>
<th>Name, Address &amp; License Number</th>
<th>Bid Item #</th>
<th>Description of Work</th>
<th>Value of Work</th>
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<td>Electrical</td>
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<tr>
<td>65 East 13th St.</td>
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<tr>
<td>Merced, CA 95340</td>
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<tr>
<td>Systems Service</td>
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<td>Test &amp; Balance</td>
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<td>Mechanical</td>
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<tr>
<td>39215 Skyline Drive</td>
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<tr>
<td>Oakhurst, CA 93644</td>
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</table>

# 39273

# 699179
The bidder's execution and endorsement on the signature portion of the proposal shall also constitute an endorsement and execution of the following certifications which are a part of this document:

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The following certification is required by the Equal Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

The proposed subcontractor, Modern Air Mechanical, hereby certifies that he has ☑, has not ☐, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Date: 6/4/16    Signature: 

SMALL BUSINESS STATUS

This small business questionnaire is included for statistical reporting only, and your answer neither affects your bid on this contract, nor will it be cause for penalty.

Are you certified as a "Small Business" by the Office of Small Business of the Department of General Services of the State of California?

Please check one of the following: yes ☑ no ☐ unsure ☐
PUBLIC CONTRACT CODE
These Statements and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of these Statements and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT
In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury that the bidder

has ☐, has not ☒

been convicted within the preceding three (3) years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making false certification may subject the certifier to criminal prosecution.

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

Date: 4/14/16

Signature

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

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

Yes ☐ No ☒

If the answer is yes, explain the circumstances in the following space:
PUBLIC CONTRACT SECTION 10232 STATEMENT
In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

NONCOLLUSION AFFIDAVIT
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

This Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

To the County of Mariposa Department of Public Works:

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

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

Date: 6/1/2018

Signature"
ADDENDA ACKNOWLEDGMENT
This Proposal is submitted with respect to the changes to the contract included in addenda number/s:
Addendum No. 1 Bidder's Initials BD 6-07-2016
Addendum No. Bidder's Initials
Addendum No. Bidder's Initials

Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer's
Estimate sheets that were received as part of the addenda.

SECURITY
Accompanying this proposal is: Bidder's Bond

INSERT THE AMOUNT AND THE WORDS "CASH", "CASHIER'S CHECK", "CERTIFIED CHECK" OR "BIDDERS
BOND"
in the amount equal to at least ten (10) percent of the total of the bid.

LIST OF PRINCIPALS
The names of all persons interested in the foregoing proposal as principals are as follows:
Mark Canwels

IMPORTANT NOTICE. If bidder or other interested person is corporation, state legal name of corporation, also names of the
president, secretary, treasurer, and manager thereof; if a co-partnership, state true name of firm, also names of all individual
copartners composing firm; if bidder or other interested person is an individual, state first and last names in full.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing
questionnaire and statements of Public Contract Code Sections 10162, 10232 and 102851.1 are true and correct and that the
bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations
(Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under the penalty
of perjury under the laws of the State of California and the United States of America, that the Non-collusion Affidavit required by
Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations,
Part 29 Debarment and Suspension Certification are true and correct.

The Contractor's license number and expiration date are stated under penalty of perjury.
Licensed in accordance with an act providing for the registration of contractors:
License No.: 826480 Exp. Date: 6-30-2017 Classifications: C-20, C-38, C-43

Mark Canwels - President Date (Signature of Bidder)

Print Name and Title of Bidder: 2200 Cooper-Mercado Ct. Huntington Beach Address: 92646

Place of Business: Mechanical

Place of Residence:
COUNTY OF MARIPOSA
BIDDER'S BOND

We, Modern Air Mechanical and Great American Insurance Company as Principal and Surety are bound unto the County of Mariposa, hereafter referred to as "Obligee", in the penal sum of ten (10) percent of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitted to the Obligee, for:

HVAC Replacement – Adult Detention Facility
Project No. #0150-1609
for which bids are to be opened at Mariposa, California on June 14, 2016.

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the Specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files three bonds with the Obligee, one to guarantee faithful performance of the contract, second to guarantee payment for labor and materials as provided by law, and third to be a maintenance warranty bond, then this obligation shall be null and void; otherwise, it shall remain in full force.

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

Date: June 10, 2016

Modern Air Mechanical
Principal

Great American Insurance Company
Surety

Melissa D. Diaz Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGEMENT

State of California
County of _______________________

On __________________ me, _____________________________.
Notary Public, personally appeared _____________________________.

(here insert the name and title of the officer)

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.

WITNESS my hand and official seal.

See Attached – California all Purpose Acknowledgment Complies with Civil Code 1189
Signature ____________________________ (Seal)
ACKNOWLEDGMENT

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 Sacramento

On June 10, 2016 before me, S. Johnson, Notary Public (insert name and title of the officer)

personally appeared Melissa D. Diaz, who proved to me on the basis of satisfactory evidence to be the person(e) 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(e), or the entity upon behalf of which the person(e) 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 ___________________________ (Seal)
GREAT AMERICAN INSURANCE COMPANY®
Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

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

POWER OF ATTORNEY

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

- JOHN HOPKINS
- NANCY LUTTENBACHER
- RENEE RAMSEY
- KATHERINE J. GORDON
- JOHN J. WEBER
- STEVEN L. WILLIAMS
- BOBBIE BEENY
- ELIZABETH COLLODI
- MELISSA D. DIAZ
- SHAWNA JOHNSON
- BONNIE TWO BEARS
- JENNIFER STONE

Address:
ALL OF
SACRAMENTO,
CALIFORNIA

Limit of Power:
ALL
$100,000,000.00

No. 0 14951

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 29TH day of APRIL, 2015.

Attest

[Signature]
Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29TH day of APRIL, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.

[Signature]
Notary Public, State of Ohio
My Commission Expires June 20, 2016

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

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

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

CERTIFICATION

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

Signed and sealed this 10th day of June, 2016.

[Signature]
Assistant Secretary
# Certificate of Liability Insurance

**Producer:** InterWest Insurance Services  
License #0801094  
P.O. Box 2268  
Merced CA 95344-0268

**Insured:** Modern Air Mechanical  
P.O. Box 3017  
Merced CA 95344

**Certificate Number:** 497906432  
**Revision Number:**

**Coverages:** 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.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>NAIC #</th>
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<tbody>
<tr>
<td>Depositor Insurance Company</td>
<td>42587</td>
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<tr>
<td>Nationwide Mutual Ins Company</td>
<td>23787</td>
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<tr>
<td>Everest National Insurance Co.</td>
<td>10120</td>
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<th>INSURER</th>
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**Date:** 6/28/2016

**Description of Operations / Locations / Vehicles:** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Mariposa County Adult Detention Facility, 5379 Highway, 49 North, Mariposa, CA 95338.
Mariposa County Public Works and Owner Additional insured status applies to requested entities if required by written contract per the attached endorsements.

**Certificate Holder:** Mariposa County Public Works  
Attn.: Rom Robinson  
4839 Ben Hur Road  
Mariposa, CA 95338

**Cancellation:** Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**

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ACORD 25 (2014/01) The ACORD name and logo are registered marks of ACORD
COMMERCIAL GENERAL LIABILITY
CG 73 23 12 14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT
INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Lost Key Coverage

1. Under Section I—Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
   If a customer's master or grand key, excluding electronic key card, is lost while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. Limit of Insurance - The most we will pay for "loss" arising out of any one "occurrence" is $10,000.

3. Section V Definitions: the following is added:
   "Loss" means unintentional damage or destruction but does not include disappearance, theft, or loss of use.

B. Voluntary Property Damage

1. Section I—Coverages, Coverage A Bodily Injury And Property Damage Liability, coverage is extended to include the following:
   At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. Limit of Insurance - The most we will pay for "loss" arising out of any one "occurrence" is $1500.

3. For the purpose of this extended coverage the following definition is added to Section V—Definitions:
   "Loss" means unintentional physical damage or destruction to tangible property, including theft or disappearance. Tangible property does not include money or securities.

C. Non-Owned Watercraft

Under Section I—Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, exclusion g. Aircraft, Auto Or Watercraft Paragraph (2)(a) is replaced with:
(a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:
   Section I—Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, exclusion j. Damage to Property is amended as follows:
   a. Paragraphs (3), (5), and (6) are deleted in their entirety.
   b. Paragraph (4) is deleted in its entirety and replaced with:
      (4) Personal property in the care custody or control of the insured:
      (a) for storage or sale at premises you own, rent or occupy; or
      (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.
   c. The coverage provided by this endorsement does not apply to "property damage":
      (1) Arising out of the disappearance or loss of use of personal property; or
      (2) Included in the "products-completed operations hazard".

CG 73 23 12 14 Includes copyrighted material of Insurance Services Office, Inc., with its permission.
2. Limit of Insurance - The most we will pay for "property damage" provided by this coverage in any one "occurrence" is $5,000.

3. Deductible - Our obligation to pay for a covered loss applies only to the amount of loss in excess of $250.

We will pay the deductible amount to effect settlement of any claim or 'suit' and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement.

E. Damage To Premises Rented To You

1. Under Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, the last paragraph of 2. Exclusions is replaced with:

   If Damage To Premises Rented To You is not otherwise excluded, exclusions c. through n. do not apply to damage by fire, lightning, explosion, smoke or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under Section III – Limits Of Insurance, paragraph 6 is replaced with:

   Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to $300,000.

3. Under Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii) is replaced with:

   (ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under Section I – Coverages, Supplementary Payments – Coverages A and B paragraphs 1.b and 1.d. are replaced with:

b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under Section II – WHO IS AN INSURED paragraph 3.a. is replaced with:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – WHO IS AN INSURED is amended to:

1. Any person(s) or organization(s) described in Paragraph 2. below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

The person or organization added as an insured by this endorsement is an insured only to the extent you are held liable due to:

a. Lessors of Leased Equipment – with respect to their liability for "bodily injury", "property damage", or "personal and advertising injury", caused in whole or in part by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.
However, their status as additional insured under this policy ends when their lease, contract or agreement with you for such leased equipment expires.

b. Managers or Lessors of Premises – with respect to liability arising out of the ownership, maintenance or use of that part of the premises you own, rent, lease or occupy.

This insurance does not apply to:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new construction or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies.

(1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellular entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(2) The construction, erection, or removal of elevators; or

(3) The ownership, maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

(1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – 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 performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

(1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering or survey services, including:

(a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering or surveying services.

(2) "Bodily injury" or "property damage" occurring after:
(a) 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

(b) 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.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

However, the insurance afforded to such additional insureds a. – d. described above:

(a) Only applies to the extent permitted by law; and

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

3. Primary and Noncontributory – Other Insurance Conditions

The following is added to the Other Insurance Condition and supersedes any provisions 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:

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

(b) 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.

I. Employee Bodily Injury To Another Employee

Under Section II – Who Is An Insured The following is added to paragraph 2.a.(1):

Paragraphs 2.a.(1) (a), (b) and (c) do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. Broad Form Named Insured

Under Section II – Who Is An Insured The following is added to paragraph 2.: e.

Later, a business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. Aggregate Limit Per Location

Under Section III – Limits Of Insurance the following is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. Aggregate Limit Per Project

Under Section III – Limits Of Insurance The following paragraph is added to paragraph 2:

The General Aggregate Limit under Section III Limits of Insurance applies separately to each of your construction projects away from premises owned by or rented to you.
M. Medical Payments

Under Section III – Limits Of Insurance, paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
   a. $10,000; or
   b. The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if Coverage C – Medical Payments is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under Section IV – Commercial General Liability Conditions, The following is added to

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit condition:
   e. Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
   f. The requirements in paragraph b. will not be considered breached unless there is knowledge of occurrence as outlined in paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under Section IV – Commercial General Liability Conditions, 6. Representations the following paragraph is added:

6. Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under Section IV – Commercial General Liability Conditions, 8. Transfer of Rights of Recovery Against Others to Us the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization 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 hazards".

Q. Liberalization

Under Section IV – Commercial General Liability Conditions, 10. Liberalization the following paragraph is added:

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under Section V – Definitions definition 3. Is replaced with:

3. "Bodily injury" means physical injury, sickness or disease to a person and, if arising out of the foregoing, mental anguish, mental injury, shock or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.
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

<table>
<thead>
<tr>
<th>Name Of Additional Insured Person(s) Or Organization(s)</th>
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<tbody>
<tr>
<td>&quot;ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A VALID WRITTEN CONTRACT OR SEE BLANK FORM 28</td>
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</tbody>
</table>

<table>
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<tr>
<th>Location and Description Of Completed Operations</th>
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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:
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 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.

All terms and conditions apply unless modified by this endorsement.
NAME OF PERSON OR ORGANIZATION
"ANY PERSON(S) OR ORGANIZATION(S) WITH WHOM YOU HAVE AGREED IN A
VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT THAT SUCH PERSON OR
ORGANIZATION FOR COMMERCIAL CONSTRUCTION AND RESIDENTIAL SERVICE,
REPAIR OR REMODEL. ANY PROJECT WITH VALID WRITTEN CONTRACT OR
WRITTEN AGREEMENT FOR ABOVE PERSON OR ORGANIZATION FOR COMMERCIAL
CONSTRUCTION AND RESIDENTIAL SERVICE, REPAIR OR REMODEL
DURING THIS POLICY PERIOD"

LOC & DESC OF COMP OPERATIONS
"ANY PROJECT WITH VALID WRITTEN CONTRACT OR WRITTEN AGREEMENT
FOR ABOVE PERSON OR ORGANIZATION FOR COMMERCIAL CONSTRUCTION AND
RESIDENTIAL SERVICE, REPAIR OR REMODEL DURING THIS POLICY PERIOD"