

AGREEMENT

Division 00500

THIS AGREEMENT is made by and between the COUNTY OF MONTEREY, a political subdivision of the State of California, hereinafter called "COUNTY," and CALIFORNIA PLUS ENGINEERING, INC., hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is October 22, 2013.

THE COUNTY AND THE CONTRACTOR hereby agree as follows:

ARTICLE 1. SCOPE OF WORK.

This Job Order Contract (JOC) is an indefinite quantity contract pursuant to which the Contractor will perform a variety of Job Orders, consisting of specific construction tasks. The scope of this JOC is for general construction, repair, remodel and other repetitive related work. The County has published a Construction Task Catalog[®] (CTC) containing a series of construction tasks with preset Unit Prices. The CTC was developed using experienced labor and high quality materials. All Unit Prices are based on local labor, material and equipment prices including the current prevailing wages. The Contractor will bid Adjustment Factors to be applied to the Unit Prices. The price of an individual Job Order will be determined by multiplying the preset Unit Prices and the appropriate quantities by the appropriate Adjustment Factor.

The scope of Work for this Contract will be determined by the Detailed Scopes of Work issued in connection with individual Job Orders. The scope of work, for each Job Order will be explained to the Contractor at a Joint Scope Meeting. The County will provide a Request for Job Order Proposal and Detailed Scope of Work to the Contractor. The Contractor will be required to review the Detailed Scope of Work and develop a Price Proposal using appropriate tasks, quantities and the applicable Adjustment Factor. The County will review the Contractor's Proposal in detail and if found to be reasonable and acceptable, a Job Order may be issued. The agreed upon price will be fixed price for the performance of the Detailed Scope of Work.

The CONTRACTOR shall, within the time stipulated, perform the contract as herein defined and shall furnish all work, labor, equipment, transportation, material, and services to construct and complete in a good, expeditious, workmanlike, and substantial manner, the project:

PROJECT NO. JOC, BID NO. NMC 2013-02.

ARTICLE 2. TIME FOR START AND COMPLETION.

Contract Time commences upon the written execution of the Contract by County and shall end either one year from the date signed by county or upon the payment by County to Contractor of the maximum amount payable under this Agreement, whichever occurs earlier. County will not issue any new Job Orders after the expiration of this Agreement. Any Job Order authorized prior to the expiration of the Agreement must be completed within the time specified in the Job Order. In the event the scheduled completion for any Job Order extends beyond the term of this Agreement, Contractor and County agree that the terms of this Agreement shall continue in effect and be applicable for such Job Orders. A separate Job Order Notice to Proceed will be issued for each Job Order. Each Job Order will specify a time limit for completion as stated on the Job Order Notice to Proceed.

ARTICLE 3. ADJUSTMENT FACTORS

County shall pay Contractor the Job Order Sum for completion of Work in accordance with Contract Documents and the Detailed Scope of Work described in each Job Order multiplied by the following Adjustment Factors:

ADJUSTMENT FACTORS

ITEM	DESCRIPTION	ADJUSTMENT FACTORS
1.	OSHPD 1 Normal Working Hours	1.3500
2.	OSHPD 1 Other than Normal Working Hours	1.3700
3.	Normal Working Hours	1.2000
4.	Other than Normal Working Hours	1.2200

The Minimum Contract Value is \$25,000. Contractor will receive Job Orders totaling at least \$25,000 during the Contract term. The Maximum Contract Value is \$4,430,000 for JOC NMC 2013-02. County does not guarantee Contractor will receive this volume of Work. County may award contracts or issue Job Orders to other contractors for the same or similar Work during the term of this Agreement. In no event will Contractor be issued Job Orders which, in total, exceed the Maximum Contract Value. 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 County has accepted the Work described in the Job Order by recordation of a Notice of Completion. Contractor will not be issued Job Orders which in total exceed the Maximum Contract Value.

ARTICLE 4. LIQUIDATED DAMAGES.

County and Contractor recognize that time is of the essence of this Agreement and that County will suffer financial loss, if all or any part of the Work is not completed within the time specified in the Job Order, plus any extensions thereof. Accordingly, County and Contractor agree that liquidated damages for delay will be established by County for each Job Order. Contractor shall pay County the dollar amount stipulated in the Job Order for each day that expires after the time specified therein for contractor to achieve Completion.

These measures of liquidated damages shall apply cumulatively and except as provided below, shall be presumed to be the damages suffered by County resulting from delay in completion of the Work.

Liquidated damages for delay shall only cover project administrative (such as Project management and consultant expenses) and cost damages suffered by County as a result of delay. Liquidated damages shall not cover the cost of completion of the Work, damages resulting from Defective Work, lost revenues or costs of substitute facilities, or damages suffered by others who then seek to recover their damages from County (for example, delay claims of other contractors, subcontractors, tenants, or other third-parties), and defense costs thereof.

ARTICLE 5. NOTIFICATION OF THIRD-PARTY CLAIMS.

COUNTY shall notify CONTRACTOR of the receipt of any third-party claim relating to the contract and is entitled to recover its reasonable costs incurred in providing the notification as provided in Public Contract Code Section 9201.

ARTICLE 6. COMPONENT PARTS OF THIS CONTRACT.

The contract entered into by this Agreement consists of the following documents, all of which are component parts of the contract as if herein set out in full or attached hereto:


- Notice to Contractors
- Information for Bidders
- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Statement of Bidder's Qualifications
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid No. NMC 2013-01, NMC 2013-02
- Project manual
- Construction Task Catalog® Natividad Medical Center, CSI Sections 01-22 July 2013
- Technical Specifications
- As issued, Addenda No: 1

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

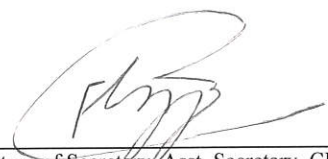
CONTRACTOR:

California Plus Engineering, Inc.
(Name of Company)

By: 
Signature of Chair, President, or Vice-President

Rey Fard, President
Printed Name and Title

Date: 10/07/2013

By: 
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Fay Hojjat, CFO
Printed Name and Title

Date: 10/07/2013

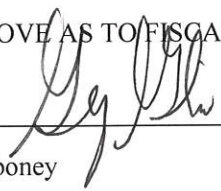
COUNTY OF MONTEREY:

By: 

Name: Harry Weis
Title: Natividad Medical Center CEO

Dated: 10/9/13

APPROVE AS TO FISCAL TERMS

By: 

Name: Gary Giboney
Title: Chief Deputy Auditor-Controller

Date: 10-9-13

APPROVE AS TO FORM

By: 

Name: Roy D. Gervier
Title: NMC Purchasing Manager

Date: 10/9/13

APPROVE AS TO FORM & LEGALITY

By: 

Name: Anne Brereton
Title: Deputy County Counsel

Date: Oct. 9, 2013

AGREEMENT

Division 00500

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- Bid, as accepted
- Noncollusion Affidavit
- Workers' Compensation Certificate
- Affidavit Concerning Employment of Undocumented Aliens
- Contractor's Certification of Good Faith Effort to Employ Monterey Bay Area Residents
- Statement of Bidder's Qualifications
- Written Plan to Recruit Monterey Bay Area Residents, when applicable
- Bid Bond or Bidder's Security
- Agreement
- Performance Bond
- Payment Bond
- Insurance Certificate
- Division 00710 General Conditions, Bid No. NMC 2013-01, NMC 2013-02
- Project manual
- Construction Task Catalog® Natividad Medical Center, CSI Sections 01-22 July 2013
- Technical Specifications
- As issued, Addenda No: 1

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all.

IN WITNESS WHEREOF, the parties have duly executed four (4) identical counterparts of this instrument, each of which shall be for all purposes deemed an original thereof, on the dates set forth below.

CONTRACTOR:

California Plus Engineering, Inc.
(Name of Company)

By: _____
Signature of Chair, President, or Vice-President

Rey Fard, President
Printed Name and Title

Date: 10/07/2013

By: _____
Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer*

Fay Hojjat, CFO
Printed Name and Title

Date: 10/07/2013

COUNTY OF MONTEREY:

By: _____
Name: Harry Weis

Title: Natividad Medical Center CEO

Dated: 10/9/13

APPROVE AS TO FISCAL TERMS

By: _____
Name: Gary Giboney

Title: Chief Deputy Auditor-Controller

Date: 10-9-13

APPROVE AS TO FORM

By: _____
Name: Roy D. Greer

Title: NMC Purchasing Manager

Date: 10/9/13

APPROVE AS TO FORM & LEGALITY

By: _____
Name: Anne Brereton

Title: Deputy County Counsel

Date: Oct. 9, 2013

PERFORMANCE BOND
(Public Contract Code Section 20129)
Division 00600

Bond Number: CA1775409
Premium: \$20,250.00

WHEREAS, the County of Monterey has awarded to Principal,

CALIFORNIA PLUS ENGINEERING. INC

as Contractor, for the following project:

PROJECT NO. JOC, BID NO. NMC 2013-02; and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the faithful performance of said contract.

NOW, THEREFORE, we California Plus Engineering, Inc.

as Principal, and Great American Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Two Million Dollars (\$2,000,000.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal, as Contractor, or Principal's heirs, executors, administrators, successors, or assigns, (1) shall in all things stand to and abide by and well and truly keep and perform the covenants, conditions, and agreements in said contract and any alteration thereof made as therein provided, 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 (2) shall indemnify, defend, and save harmless the County, the members of its board of supervisors, and its officers, agents, and employees as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

Whenever the Principal, as Contractor, is in default, and is declared in default, under the Contract by the County of Monterey, the County of Monterey having performed its obligation under the contract, Surety may promptly remedy the default, or shall promptly:

3. Complete the contract in accordance with its terms or conditions, or
4. Obtain a bid or bids for submission to County of Monterey for completing the Contract in accordance with its terms or conditions, and upon determination by the County of Monterey and Surety of the lowest responsible and responsive bidder, arrange for a contract between such bidder and the County of Monterey, and make available as work progresses (even though there should be a default or succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price.

If suit is brought upon this bond by the County and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees, and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 22nd day of October, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) _____ California Plus Engineering, Inc.
Principal
By: _____
Re-Ford
Title: President

(Corporate Seal) _____ Great American Insurance Company
Surety
By: _____
Sandra R. Black
Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 10/22/13 before me, E. Johnson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Sandra R. Black
Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public E. Johnson

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

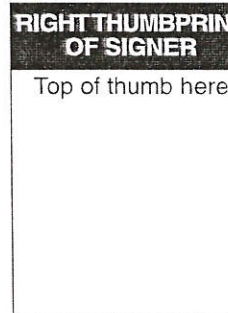
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Great American
Insurance Company

Signer's Name: _____

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



Signer Is Representing:

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 TWO

No. 0 14215

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.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF SACRAMENTO, CALIFORNIA	BOTH \$100,000,000.00

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 20TH day of DECEMBER, 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of DECEMBER, 2011, 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.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

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

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

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

CERTIFICATION

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

Signed and sealed this 22nd day of October, 2013



Stephen C. Beraha

Assistant Secretary

PAYMENT BOND
(Civil Code section 9550)
Division 00610

Bond Number: CA1775409
Premium Included In the
Performance Bond

WHEREAS, the County of Monterey has awarded to Principal,

CALIFORNIA PLUS ENGINEERING, INC

as Contractor, a contract for the following project:

PROJECT NO. JOC, BID PACKAGE NO. NMC 2013-02; and

WHEREAS, Principal, as Contractor, is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material providers, and other persons furnishing labor and materials on the project, as provided by law.

NOW, THEREFORE, we

California Plus Engineering, Inc.

as Principal, and

Great American Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), and to the persons named in California Civil Code section 9100 in the penal sum of Two Million Dollars (\$2,000,000.00), for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If Principal or any of Principal's heirs, executors, administrators, successors, assigns, or subcontractors (1) fails to pay in full all of the persons named in Civil Code Section 9100 with respect to any labor or materials furnished by said persons on the project described above, or (2) fails to pay in full all amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the contract on the project described above, or (3) fails to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal and subcontractors pursuant to Unemployment Insurance Code section 13020 with respect to such work and labor, then the Surety shall pay for the same.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond inures to the benefit of any of the persons named in Civil Code section 9100, and such persons or their assigns shall have a right of action in any suit brought upon this bond, subject to any limitations set forth in Civil Code sections 9550 et seq. (Civil Code, Division 4, Part 6, Title 3, Chapter 5: Payment Bond for Public Works).

IN WITNESS WHEREOF the above-bounden parties have executed this instrument under their several seals this 22nd day of October, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal) _____ California Plus Engineering, Inc.
Principal
By: _____
Title: President

(Corporate Seal) _____ Great American Insurance Company
Surety
By: _____
Sandra R. Black
Title: Attorney-in-Fact

Attach: 1) Copy of authorization for signature for Principal, and 2) original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento

On 10/22/13 before me, E. Johnson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Sandra R. Black
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature E. Johnson
Signature of Notary Public E. Johnson



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

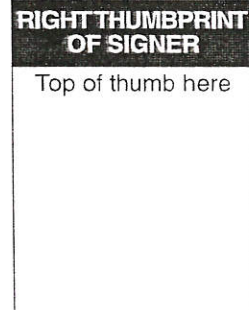
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:
Great American
Insurance Company

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
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- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

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 TWO

No. 0 14215

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.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF SACRAMENTO, CALIFORNIA	BOTH \$100,000,000.00

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 20TH day of DECEMBER, 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of DECEMBER, 2011, 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.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16

Karen L. Grosheim

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

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

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

CERTIFICATION

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

Signed and sealed this 20th day of October, 2013



Stephen C. Beraha

Assistant Secretary

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL AGGREGATE LIMIT PER PROJECT WITH AN OVERALL GENERAL AGGREGATE CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects: All Projects
Overall General Aggregate Cap: \$5,000,000

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. Subject to the application of the General Aggregate Limit to each of your projects, the maximum amount we will pay under the General Aggregate Limit for all claims arising from all projects is the Overall General Aggregate Cap shown in the Schedule above.
 - 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 3. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
- 4. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
 - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **4. c. Method of Sharing, Section IV - Commercial General Liability Conditions:**

However, we will not seek contribution from other insurance available to an Additional Insured endorsed to this policy when you have agreed in a written contract, prior to the loss, to provide such Additional Insured with primary and non-contributing insurance.

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE PERFORMING "COMMERCIAL CONSTRUCTION" DURING THE PERIOD OF THIS POLICY AND HAVE AGREED IN A WRITTEN CONTRACT TO ADD AS AN ADDITIONAL INSURED FOR PRODUCTS-COMPLETED OPERATIONS. "COMMERCIAL CONSTRUCTION" DOES NOT INCLUDE ANY HABITATIONAL OR RESIDENTIAL CONSTRUCTION OTHER THAN APARTMENTS OR HOTELS.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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".



Policy Number
SF13CGL019176-00

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 005

NAVIGATORS SPECIALTY INSURANCE COMPANY

Named Insured CALIFORNIA PLUS ENGINEERING.

Effective Date: 10-06-13
12:01 A.M., Standard Time

Agent Name BLISS & GLENNON, INC.

Agent No. BLIS0034

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by [x] below.

- Commercial Property
- Commercial General Liability
- Commercial Crime
- Commercial Inland Marine
-
-

NO CHARGE

The following item(s):

- | | |
|--|---|
| <input type="checkbox"/> Insured's Name | <input type="checkbox"/> Insured's Mailing Address |
| <input type="checkbox"/> Policy Number | <input type="checkbox"/> Company |
| <input type="checkbox"/> Effective/Expiration Date | <input type="checkbox"/> Insured's Legal Status/Business of Insured |
| <input type="checkbox"/> Payment Plan | <input type="checkbox"/> Premium Determination |
| <input type="checkbox"/> Additional Interested Parties | <input type="checkbox"/> Coverage Forms and Endorsements |
| <input type="checkbox"/> Limits/Exposures | <input type="checkbox"/> Deductibles |
| <input type="checkbox"/> Covered Property/Location Description | <input type="checkbox"/> Classification/Class Codes |
| <input type="checkbox"/> Rates | <input type="checkbox"/> Underlying Exposure/Insurance |

is (are) changed to read {See Additional Page(s)}

THE FOLLOWING FORM(S) HAS BEEN AMENDED:
CG 20 10 07-04 ADDITIONAL INSURED-OWNERS, LESSEES OR
CG 20 37 07-04 ADDL INSD-OWNERS/LESSEES/CONTR-COMP OPS

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input checked="" type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional NO CHARGE	Return NO CHARGE
--	--	----------------------	------------------

Tax and Surcharge Changes

Additional

Return

Countersigned By:


 AUTHORIZED AGENT

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
<p>COUNTY OF MONTEREY, ITS OFFICERS, AGENTS , AND EMPLOYEES AS ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE CONTRACTOR'S WORK, INCLUDING ONGOING AND COMPLETED OPERATIONS, AND SHALL FURTHER PROVIDE THAT SUCH INSURANCE IS PRIMARY INSURANCE TO ANY INSURANCE OR SELF-INSURANCE MAINTAINED BY THE COUNTY AND THAT THE INSURANCE OF THE ADDITIONAL INSUREDS SHALL NOT BE CALLED UPON TO CONTRIBUTE TO A LOSS COVERED BY THE CONTRACTOR'S INSURANCE.</p>	
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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".



Policy Number
SF13CGL019176-00

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 004

NAVIGATORS SPECIALTY INSURANCE COMPANY

Named Insured CALIFORNIA PLUS ENGINEERING.

Effective Date: 10-06-13
12:01 A.M., Standard Time

Agent Name BLISS & GLENNON, INC.

Agent No. BLIS0034

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION - Coverage parts affected by this change as indicated by below.

<input type="checkbox"/>	Commercial Property		
<input checked="" type="checkbox"/>	Commercial General Liability	\$	1,000.00
<input type="checkbox"/>	Commercial Crime		
<input type="checkbox"/>	Commercial Inland Marine		
<input type="checkbox"/>			
<input type="checkbox"/>			

The following item(s):

<input type="checkbox"/>	Insured's Name	<input type="checkbox"/>	Insured's Mailing Address
<input type="checkbox"/>	Policy Number	<input type="checkbox"/>	Company
<input type="checkbox"/>	Effective/Expiration Date	<input type="checkbox"/>	Insured's Legal Status/Business of Insured
<input type="checkbox"/>	Payment Plan	<input type="checkbox"/>	Premium Determination
<input type="checkbox"/>	Additional Interested Parties	<input type="checkbox"/>	Coverage Forms and Endorsements
<input type="checkbox"/>	Limits/Exposures	<input type="checkbox"/>	Deductibles
<input type="checkbox"/>	Covered Property/Location Description	<input type="checkbox"/>	Classification/Class Codes
<input type="checkbox"/>	Rates	<input type="checkbox"/>	Underlying Exposure/Insurance

is (are) changed to read (See Additional Page(s))

THE FOLLOWING FORM(S) HAS BEEN ADDED:
CG 20 10 07-04 ADDITIONAL INSURED-OWNERS, LESSEES OR
CG 20 37 07-04 ADDL INSD-OWNERS/LESSEES/CONTR-COMP OPS

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

<input type="checkbox"/> No Changes	<input type="checkbox"/> To be Adjusted at Audit	Additional \$	1,000.00	Return
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Tax and Surcharge Changes

Additional

Return

Countersigned By:

AUTHORIZED AGENT



Policy Number
SF13CGL019176-00

THIS ENDORSEMENT CHANGES THE POLICY.
PLEASE READ IT CAREFULLY.
COMMON POLICY CHANGE ENDORSEMENT

Endorsement No. 004

NAVIGATORS SPECIALTY INSURANCE COMPANY

Named Insured CALIFORNIA PLUS ENGINEERING.

Effective Date: 10-06-13
12:01 A.M., Standard Time

Agent Name BLISS & GLENNON, INC.

Agent No. BLIS0034

This endorsement will not be used to decrease coverages, increase rates or deductibles or alter any terms or conditions of coverage unless at the sole request of the insured.

COVERAGE PART INFORMATION – Coverage parts affected by this change as indicated by below.

- Commercial Property
- Commercial General Liability \$ 1,000.00
- Commercial Crime
- Commercial Inland Marine
-
-

The following item(s):

- Insured's Name
- Policy Number
- Effective/Expiration Date
- Payment Plan
- Additional Interested Parties
- Limits/Exposures
- Covered Property/Location Description
- Rates
- Insured's Mailing Address
- Company
- Insured's Legal Status/Business of Insured
- Premium Determination
- Coverage Forms and Endorsements
- Deductibles
- Classification/Class Codes
- Underlying Exposure/Insurance

is (are) changed to read {See Additional Page(s)}

THE FOLLOWING FORM(S) HAS BEEN ADDED:
CG 20 10 07-04 ADDITIONAL INSURED-OWNERS, LESSEES OR
CG 20 37 07-04 ADDL INSD-OWNERS/LESSEES/CONTR-COMP OPS

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME

The above amendments result in a change in the premium as follows:

This premium does not include taxes and surcharges.

No Changes To be Adjusted at Audit Additional \$ 1,000.00 Return

Tax and Surcharge Changes

Additional

Return

Countersigned By:

AUTHORIZED AGENT

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
COUNTY OF MONTEREY, CONTRACTS/PURCHASING DIVISION 168 W. ALISAL ST. 2ND FLOOR SALINAS, CA 93901-2438	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/03/2013

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 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 PROCOM INSURANCE SERVICES, INC. 433 N. CAMDEN DR., SUITE 400 BEVERLY HILLS, CA 90210	CONTACT NAME: SUE VAKILI	FAX (AG. No): 310-275-8515	
	PHONE (AG. No. Ext): 310-275-7292	E-MAIL ADDRESS: sue@procominsurance.com	
INSURED CALIFORNIA PLUS ENGINEERING, INC. 1560 W. HACIENDA AVE. CAMPBELL, CA 95008	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: NAVIGATORS SPECIALTY INSURANCE CO.		36056
	INSURER B: CENTURY NATIONAL INSURANCE CO.		26905
	INSURER C: NATIONAL UNION FIRE INSURANCE CO.		19445
	INSURER D:		
	INSURER E:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>		SF 13CGL019176-00	01/19/2013	01/19/2014	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		BAP 161289	05/01/2013	05/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	C						
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE	<input checked="" type="checkbox"/>		BE021337248	11/20/2012	11/20/2013	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000
	DED RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
County of Monterey, its Officers, Agents, and Employees as additional insured with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is Primary Insurance to any insurance or self-insurance maintained by the County and that the insurance of the additional insureds shall not called upon to contribute to a loss covered by the Contractor's insurance.

30 Days Cancellation Notice.

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey, Contracts / Purchasing Division 168 W. Alisal St., 2nd Floor Salinas, CA 93901-2438	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 Sue Vakili

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BID FORM
Division 00300

MONTEREY COUNTY BOARD OF SUPERVISORS

MAILING ADDRESS	P O BOX 1728 SALINAS CA 93902
PHYSICAL ADDRESS	168 W. ALISAL ST 1 ST FLR SALINAS CA 93901

PROJECT NO. JOC

BID PACKAGE NO. NMC 2013-02

NAME OF BIDDER: CALIFORNIA PLUS ENGINEERING, INC.

BUSINESS ADDRESS: 202 GERMAINE AVE.
SANTA CRUZ, CA 95065

TELEPHONE NUMBER: (831) 252-1949

PLACE OF RESIDENCE: CAMPBELL, CALIFORNIA

BID FORM

PROJECT NO. JOC

BID PACKAGE NO. NMC 2013-02

TO: MONTEREY COUNTY BOARD OF SUPERVISORS

1. Pursuant to and in compliance with your Notice to Bidders and the Contract Documents relating to the JOC NMC 2013-02 the undersigned Bidder, having become thoroughly familiar with the terms and conditions of the Contract Documents and with local conditions affecting the performance and the costs of the Work, hereby proposes and agrees to fully perform authorized Work within the time(s) stated and in strict accordance with the Contract Documents and each Job Order, including providing any and all labor and materials, and performing all the work required to construct and to complete said Work in accordance with the requirements of the Contract Documents, for the following Adjustment Factors, carried out to four (4) decimal places:

Adjustment Factors:

OSHPD 1 Normal Working Hours:** Work performed under OSHPD 1 conditions during Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.3500

OSHPD 1 Other than Normal Working Hours:** Work performed under OSHPD 1 conditions during Other Than Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.3700

Normal Working Hours*: OSHPD 3 and Non-OSHPD Work performed during Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.2000

Other than Normal Working Hours*: OSHPD 3 and Non-OSHPD Work performed during Other Than Normal Working Hours in the quantities specified in individual Job Orders for the Unit Price sum specified in the Construction Task Catalog multiplied by the Adjustment Factor of:

1.2200

* Bids will be rejected, as non-responsive if the 'Other than Normal Working Hours' Adjustment Factors

are not equal to or greater than the 'Normal Working Hours' Adjustment Factors.

** Bids will be rejected, as non-responsive if the 'OSHPD1' Adjustment Factors are not equal to or greater than the 'Other than OSHPD 1' Adjustment Factors.

Award Criteria Figure Formula

Award Criteria Figure Formula percentages are for Bid purposes only.
The County is not obligated to issue Job Orders in the stated percentages.

Line 1.	OSHPD 1 Normal Working Hours Adjustment Factor	9. 1.3500
Line 2.	Multiply Line 1 by 60% = (0.60 x Line 1)	10. 0.8100
Line 3.	OSHPD 1 Other than Normal Working Hours Adjustment Factor	11. 1.3700
Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	12. 0.1370
Line 5.	Normal Working Hours Adjustment Factor	13. 1.2000
Line 6.	Multiply Line 5 by 20% = (0.20 x Line 5)	14. 0.2400
Line 7.	Other than Normal Working Hours Adjustment Factor	15. 1.2200
Line 8.	Multiply Line 7 by 10% = (0.10 x Line 7)	16. 0.12200
Line 9.	Add Lines: 2,4,6 and 8 (This is the Award Criteria Figure)	ACF = 1.3090

2. Determination of lowest bidder will be based upon the lowest Award Criteria Figure.
3. The undersigned has checked all above figures carefully and understands that the County will not be responsible for any errors and omissions on the part of the undersigned in making this bid.
4. It is understood that the County reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.
5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period

of ninety (90) days from the date prescribed for opening of this bid without the written consent of the County.

6. Attached hereto are the following:

- a) Non-Collusion Affidavit;
- b) Workers' Compensation Certificate;
- c) Affidavit Concerning Employment of Undocumented Aliens;
- d) Contractor's Certification of Good-Faith Effort to Employ Monterey Bay Area Residents;
- e) Statement of Bidder's Qualifications
- f) Written Plan to Recruit Monterey Bay Area Residents, when applicable;
- g) Required bidder's security in the amount of \$25,000; and
- h) Acknowledgment of Addenda, if any.

7. If this bid is accepted by the County, then the undersigned shall, within ten (10) workdays after receipt of the Notice of Intent to Award letter, execute and deliver to the County (a) a contract in the form set forth in the contract documents on which this bid is based, (b) a payment bond for public works, as required by the contract documents, and (c) a performance bond, as similarly required, and (d) an Insurance Certificate, as similarly required. The undersigned will thereafter commence and complete the work within the time required by the contract documents.

8. Notice of acceptance and any requests for additional information shall be addressed to the undersigned at the following address:

PROJECT MANAGER: BRIAN GRIFFIN
 NATIVIDAD MEDICAL CENTER
 1441 CONSTITUTION BLVD. FACILITIES OFFICES
 SALINAS CA 93906
 TELEPHONE: (831) 283-2605

9. The names of all persons interested in the foregoing proposal as principals are as follows:

REY FARD, P.E.	PRESIDENT, TREASURER & SECRETARY
Name	Title
Name	Title
Name	Title

(IMPORTANT NOTICE: If the bidder or other interested person is a corporation, state the legal name of the corporation, and the names of the president, secretary, treasurer, and manager thereof; if a partnership, state the name of the firm and the names of all the individual partners composing the firm; if the bidder or other interested person is an individual, state the first and

last names in full and give all fictitious names under which the individual does business.)

10. By execution of this bid, the undersigned bidder declares that he or she is a contractor licensed in accordance with the Contractors' State License Law, as follows:

Classification: A, B, C-10, C-36, C-42, A-17, ASB.

License number: 576785

Expiration date: 10/31/2013

11. The undersigned certifies that at the time of bid, Contractor has a staffed office located within the Monterey Bay Area (Monterey County, Santa Cruz County, or San Benito County).

Address, Phone and Fax of office that meets the above requirement:

Street: 202 GERMAINE AVE.

City, State, Zip: SANTA CRUZ, CA 95056

Phone: (831) 252-1949

Fax: (831) 464-8383

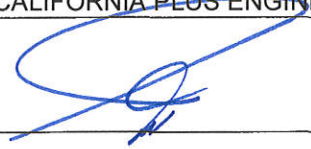
12. The undersigned certifies that Contractor meets the experience requirements outlined in the Information to Bidders section 5 – A-B and within three calendar days of request by County shall submit evidence of compliance with the qualifications and a list of all work performed, both complete and incomplete, within the previous three years including names and phone numbers of the Public Agencies.

13. In the event the bidder to whom Notice of Intent to Award Contract is given fails or refuses to post the required bonds and insurance and return the executed copies of the agreement form within ten (10) working days from the date of receiving the Notice of Intent to Award letter Contract, the County may declare the bidder's security forfeited as damages and contract with the second lowest bidder.

14. Pursuant to section 7103.5(b) of the Public Contract Code, in submitting a bid to the County, the bidder offers and agrees that if the bid is accepted, it will assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

Dated 09/26/2013

Bidder's Business Name CALIFORNIA PLUS ENGINEERING, INC.

By 

Principal Signature _____

Principal Name (Print) REY FARD, P.E.

Principal Title (Print) PRESIDENT

By _____

Principal Signature _____

Principal Name (Print) _____

Principal Title (Print) _____

(Corporate Seal) _____

NOTE: If bidder is a corporation, the full legal name of the corporation shall be set forth above together with the signatures of authorized officers or agents and the document shall bear the corporate seal; if bidder is a partnership, the full name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if bidder is an individual, his signature shall be placed above.

15. Addenda bound with Contract Documents or issued during the time of bidding, are to be acknowledged below

Addendum No. _____ *Date:* _____

Addendum No. _____ *Date:* _____

Addendum No. _____ *Date:* _____

NON-COLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

Division 00400

The undersigned declares:

I am the PRESIDENT of CALIFORNIA PLUS ENGINEERING, INC. the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. 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. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his Adjustment Factors or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 09/26/2013 [date], at SANTA CRUZ [city], CALIFORNIA [state].

Signature:  _____

Print Name: REY FARD, P.E. _____

CONTRACTOR'S CERTIFICATE AS TO WORKERS' COMPENSATION
TO BE SUBMITTED WITH BID

(Labor Code section 1861)

Division 00410

Labor Code section 3700 provides, in relevant part:

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

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

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

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

Dated: 09/26/2013

Bidder's Business Name: CALIFORNIA PLUS ENGINEERING, INC.

By: 

Print Name: REY FARD, P.E.

Print Title: PRESIDENT

**AFFIDAVIT CONCERNING EMPLOYMENT OF UNDOCUMENTED
ALIENS TO BE SUBMITTED WITH BID**

Division 00420

(Public Contract Code section 6101)

State of California)
)§
County of SANTA CLARA)

Public Contract Code section 6101 provides that,

No state agency or department, as defined in [Public Contract Code] Section 10335.7, that is subject to this code, shall award a public works or purchase contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works or purchase contract, who has, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

REY FARD, being first duly sworn, deposes and says (1) that he or she is the PRESIDENT of CLIFORNIA PLUS ENGINEERING, INC, the party making the foregoing bid; and (2) that the party making the foregoing bid has not, within the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

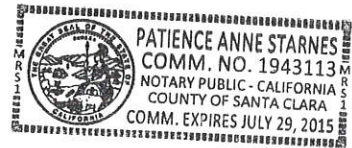
Dated: _____
Bidder's Business Name: CALIFORNIA PLUS ENGINEERING, INC.
By: _____
Print Name: REY FARD
Print Title: PRESIDENT

Subscribed and sworn to me this 25 day of _____ SEPTEMBER 2013.

Notary Public in and for the County of Santa Clara

State of California

My Commission expires on: 7/29/2015 [Notary Stamp]



**CONTRACTOR'S CERTIFICATION OF GOOD-FAITH EFFORT TO
EMPLOY MONTEREY BAY AREA RESIDENTS**

(TO BE SUBMITTED WITH BID)

(Monterey County Code section 5.08.120)

Division 00430

I CERTIFY THAT I am aware of the provision of Monterey County Code Section 5.08.120.

Monterey County Code Section 5.08.120 provides, in relevant part:

- A. General Provisions. All County contracts for public works of improvement shall contain provisions pursuant to which the contractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area in sufficient numbers so that no less than fifty percent (50%) of the contractor's total construction work force, on that particular contract, including any subcontractor work force (with exception of specialty subcontractor items identified in bid items) measured in labor work hours, is comprised of Monterey Bay Area residents.
- B. Non-responsive Bidder Declaration: Enforcement. If any contractor submitting a bid for a contract for public works of improvement fails to abide by the good-faith local employment provisions of this Section, the contractor may be declared by the Board to be a non-responsive bidder for purposes of this Chapter. If the Board finds that a contractor to whom a contract for public works of improvement has been awarded has failed to comply with the good-faith employment provisions of this Section during the performance of the contract, the Board may disqualify the contractor from bidding on any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation of this Section by a contractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.
- C. Binding on Subcontractors. Every contractor entering into a contract for public works of improvement subject to the provisions of this Section shall include in each and every subcontract for work, laborers, or material suppliers relating to the project the requirement that the subcontractor shall make a good-faith effort to employ qualified individuals who are, and have been for at least one (1) year out of the past three (3) years prior to the opening of bids, residents of the Monterey Bay Area. If the Board finds that any subcontractor has failed during the performance of the subcontract to comply with this Section, the Board may disqualify said subcontractor from submitting or being listed in any bid for any County contract for public works of improvement for a period of one (1) year from the date of the Board's disqualification. A subsequent violation by a subcontractor may result in disqualification by the Board for a period of three (3) years from the date of the subsequent disqualification.

I FURTHER CERTIFY AS FOLLOWS (check the box that applies):

I CERTIFY that at least fifty percent (50%) of the total construction work force on the project, including any subcontractor work force, measured in labor work hours, will be comprised of qualified individuals who to the best of my knowledge are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area. Evidence that I will comply with this requirement is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I have already been using some of the Monterey Bay Area Sub-Contractors such as Dietrich Iron work and its many workers even on projects beyond Monterey Bay Area. I will use many means including Local Media to make sure above requirements are met.

I CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the best of my knowledge, are, and have been for at least one (1) year out of the past three (3) years prior to the effective date of the opening of bids, residents of the Monterey Bay Area in sufficient numbers such that no less than fifty percent (50%) of the total construction work force on the project, including any subcontractor work force (with the exception of specialty subcontractor items identified in the bid items) measured in labor work hours, will be comprised of Monterey Bay Area residents. **Attached is my written plan to recruit Monterey Bay Area residents as part of the construction workforce.**

I CERTIFY that I do not comply with and am unable to make a good-faith effort to comply with the good-faith local employment provisions set forth in Monterey County Code Section 5.08.120. Explanation to why I am not able to comply is as follows (please use additional pages to provide supporting evidence and/or documentation, as necessary):

I declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date) 09/26/2013
at (city/state) SANTA CRUZ, CALIFORNIA

Bidder's Business Name: CALIFORNIA PLUS ENGINEERING, INC.

By:  _____

Print Name: REY FARD, P.E.

Print Title: PRESIDENT

STATEMENT OF BIDDER'S QUALIFICATIONS

1441 CONSTITUTION BLVD. SALINAS, CA 93906

PROJECT NO. JOC

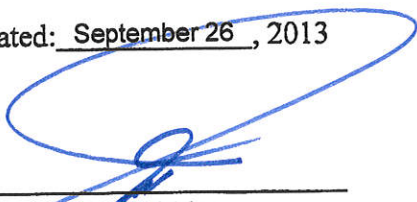
BID PACKAGE NO. NMC 2013-01, NMC 2013-02

Statement of Bidder's Qualifications below are included as part of the contract for the above project.

Bidder shall have a minimum of five (5) years of experience with acute care healthcare facility projects under OSHPD jurisdiction. The Construction project will require work to be performed within an operating acute care healthcare facility, which presents unique challenges with regard to safety and coordination. The minimum experience requirements below are essential to the successful performance of the work for this project. Failure of any bidder to possess any of the mandatory minimum experience requirements (or substantial equivalent), or failure to provide documentation verifying them may result in the rejection of the Bidder's bid at the sole discretion of the Hospital.

The undersigned Bidder represents and warrants that the information provided in response to this Contractor Qualification form is true and accurate to the best of its knowledge, and that the undersigned intends that the Hospital rely thereon in awarding the subject Contract. Moreover, the undersigned Bidder understands that a material false statement or omission is sufficient cause for disqualifying its bid or cancellation of the Contract at the sole discretion of the Hospital.

Dated: September 26, 2013



Signature of Bidder

PRESIDENT

Title

Each Bidder shall provide the following information related to its three (3) most recently completed acute care healthcare facility projects under OSHPD jurisdiction. Names and references must be current and verifiable.

PROJECT 1

Project Name: PATIENT LIFT UPGRADE

Location: 751 S. BASCOM AVE. SAN JOSE, CA 95128

Owner: SANTA CLARA COUNTY HEALTH & HOSPITAL SYSTEM

Description of Project, Scope of Work Performed: UPGRADING PATIENT ROOMS IN A FULLY OPERATING HOSPITAL BUILDING, INCLUDING INFECTION CONTROL, DEMOLITION, FRAMING, DRYWALL, T-BAR CEILING, PLUMBING, ELECTRICAL, PAINTING AND INSTALLING PATIENT LIFTS

Total Value of Original Construction Project (as bid):	\$	<u>431,422.00</u>
Total Value of Change Orders:	\$	<u>407,174.00</u>
Final Contract Price:	\$	<u>838,596.00</u>
Original Scheduled Completion Date:		<u>12/10/2010</u>
Time Extensions Granted (number of calendar days):		<u>161 DAYS*</u>
Actual Date of Completion:		<u>6/10/2011</u>

Owner Contact (name and current phone number):

MR. MARSH MENDEZ, CAPITAL PROJECT MANAGER

TEL: (408) 885-5810, E-MAIL: MARSH.MENDEZ@HHS.SCCGOV.ORG

Architect or Engineer Contact (name and current phone number):

MR. JERRY L. WILLIS, AIA.

TEL: (408) 260-0745, E-MAIL: WILARC@AOL.COM

Owner's Representative (name and current phone number):

MR. MICHAEL SAWSIENOWICZ, PROJECT MANAGER

TEL: (408) 885-4179, E-MAIL: MICHAEL.SAWSIENOWICZ@HHS.SCCGOV.ORG

Inspector(s) on the Project (name and current phone number):

MR. ROGER M. LENZ

TEL: (599) 312-0588, E-MAIL: OSHPDIOR@COMCAST.NET

* Original scope of work was only 16 Rooms, but Owner did added more Rooms (48 Rooms) .
We had to work one Room at a time. We had no Delay.

PROJECT 2

Project Name: REPLACE EXISTING OS LIGHTS WITH LED LIGHTS IN O.R.

Location: 751 S. BASCOM AVE. SAN JOSE, CA 95008

Owner: SANTA CLARA VALLEY HEALTH & HOSPITAL SYSTEM

Description of Project, Scope of Work Performed:

REPLACING EXISTING SURGICAL LIGHTS WITH NEW SURGICAL LED LIGHT FIXTURES IN A FULLY OPERATING SUGURY DEPARTMENT, INCLUDING INFECTION CONTROL, DEMOLITION, FRAMING, DRY WALL AND FINISH WORK, PAINTING, ELECTRICAL, ETC.

Total Value of Original Construction Project (as bid):	\$	<u>742,300.00</u>
Total Value of Change Orders:	\$	<u>127,516.00</u>
Final Contract Price:	\$	<u>869,816.00</u>
Original Scheduled Completion Date:		<u>March 15,2011</u>
Time Extensions Granted (number of calendar days):		<u>129 Days*</u>
Actual Date of Completion:		<u>JULY 21,2011</u>

Owner Contact (name and current phone number):

MR. MARSH MENDEZ, CAPITAL PROJECT MANAGER

TEL: (408) 885-5810, E-MAIL: MARSH.MENDEZ@HHS.SCCGOV.ORG

Architect or Engineer Contact (name and current phone number):

MR. JERRY L.WILLIS, AIA

TEL: (408) 260-0745, E-MAIL: WILARC@AOL.COM

Owner's Representative (name and current phone number):

MR. MICHAEL SAWSIENOVICZ, PROJCT MANAGER

TEL: (408) 885-4179, E-MAIL: MICHAEL.SAWSIENOWICZ@HHS.SCCGOV.ORG

Inspector(s) on the Project (name and current phone number):

MR. ROGER M. LENZ

TEL: (599) 312- 0588

* Owner added more Surgical Room to the original Scope of Work.

We did not have any Delay.

PROJECT 3

Project Name: SEISMIC UPGRADE OF HOSPITAL BUILDING

Location: 751 S. BASCOM AVE. SAN JOSE, CA 95128

Owner: SANTA CLARA COUNTY HEALTH & HOSPITAL SYSTEM

Description of Project, Scope of Work Performed:

SEISMIC UPGRADE OF THE HOSPITAL BUILDING IN A FULLY OPERATING HOSPITAL, INCLUDING
INFECTION CONTROL, ASB. & LEAD ABATEMENT, DEMOLITION, STRUCTURAL STEEL WORK, FIBER
REINFORCEMENT POLIMER, METAL STUD FRAMING, DRY WALL, LATH & PLASTER, PLUMBING & PAINTING.

Total Value of Original Construction Project (as bid):	\$	<u>490,845.00</u>
Total Value of Change Orders:	\$	<u>132,604.00</u>
Final Contract Price:	\$	<u>623,449.00</u>
Original Scheduled Completion Date:		<u>02 / 22, 2011</u>
Time Extensions Granted (number of calendar days):		<u>71 DAYS*</u>
Actual Date of Completion:		<u>05/03/2011</u>

Owner Contact (name and current phone number):

MR. MARSH MENDEZ, CAPITAL PROJECT MANAGER

TEL: (408) 885-5810, E-MAIL: MARSH.MENDEZ@HHS.SCCGOV.ORG

Architect or Engineer Contact (name and current phone number):

MR. SUJENDRA MISHRA, DESIGN PARTNERSHIP, LLP

TEL: (415) 777-3737, E-MAIL: SUJ@DPSF.COM

Owner's Representative (name and current phone number):

MS. JUDITH COYLE, AIA

TEL: (408) 885-3929, E-MAIL: JUDITH.COYLE@HHS.SCCGOV.ORG

Inspector(s) on the Project (name and current phone number):

MR. ROGER M. LENZ

TEL: (599) 312-0588, E-MAIL: OSHPDIOR@COMCAST.NET

* SCOPE OF WORK WAS INCREASED BY OWNER, WE HAD NO DELAY.

BID BOND
Division 00440
(Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated September 26, 2013, to the County of Monterey, for the following project: **PROJECT NO. JOC, BID NO. NMC 2013-02** and

WHEREAS, Principal, as bidder, is required to furnish a bond executed by an admitted surety in connection with said bid, to secure the timely execution of the contract and delivery of bonds and insurance certificates, in the event that the contract is awarded to the Principal.

NOW, THEREFORE, we California Plus Engineering, Inc.
as Principal, and Great American Insurance Company

as Surety, are held and firmly bound unto the County of Monterey, a political subdivision of the State of California (hereinafter called "County"), in the penal sum of Twenty five thousand Dollars (\$ 25,000.00), of the Principal submitted to the said County for the above-described project, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal is awarded the contract and, within the time and manner required under the contract documents for the above-described project, after the prescribed forms are presented to him for signature, (1) enters into a written contract in the prescribed form, in accordance with the bid, (2) files such insurance certificates with the County as may be required by said contract documents, and (3) files a performance bond and a payment bond with the County, in conformity with said contract documents, then this obligation shall be null and void; otherwise, it shall remain in full force.

Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed there under, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

If the County brings suit upon this bond and judgment is recovered, the Surety shall pay all litigation expenses incurred by the County in such suit, including attorneys' fees, court costs, expert witness fees and investigation expenses.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this 24th day of September, 2013, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Corporate Seal)

California Plus Engineering, Inc.

Principal
By: _____
Title: Ray Fald
President

(Corporate Seal)

Great American Insurance Company

Surety
By: _____
Title: Sandra R. Black
Attorney-in-Fact

Attach: 1) A Copy of authorization for signature for Principal, and 2) An original or certified copy of unrevoked appointment, Power of Attorney, Attorney-in-Fact Certificate bylaws or other instrument entitling or authorizing person executing bond on behalf of Surety to do so.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Sacramento }

On 9-24-13 before me, E. Johnson, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Sandra R. Black
Name(s) of Signer(s)

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

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

Witness my hand and official seal.



Place Notary Seal Above

Signature E. Johnson
Signature of Notary Public E. Johnson

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sandra R. Black

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:
Great American
Insurance Company

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Signer Is Representing:

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 TWO

No. 0 14215

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.

Name	Address	Limit of Power
SHARON J. RUSCONI	BOTH OF SACRAMENTO, CALIFORNIA	BOTH \$75,000,000.00

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 20TH day of DECEMBER, 2011
Attest GREAT AMERICAN INSURANCE COMPANY



Steph L. C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of DECEMBER, 2011, 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.



**KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-16**

Karen L. Grosheim

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

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

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

CERTIFICATION

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

Signed and sealed this 24th day of September, 2013.



Steph L. C. B.

Assistant Secretary

Q2 winner

Calc #01
\$
02

Award Criteria Figure Formula

Award Criteria Figure Formula percentages are for Bid purposes only.
The County is not obligated to issue Job Orders in the stated percentages.

Line 1.	OSHPD 1 Normal Working Hours Adjustment Factor	1. 1. <u>3500</u>
Line 2.	Multiply Line 1 by 60% = (0.60 x Line 1)	2. 0. <u>8100</u>
Line 3.	OSHPD 1 Other than Normal Working Hours Adjustment Factor	3. 1. <u>3700</u>
Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	4. 0. <u>1370</u>
Line 5.	Normal Working Hours Adjustment Factor	5. 1. <u>2000</u>
Line 6.	Multiply Line 5 by 20% = (0.20 x Line 5)	6. 0. <u>2400</u>
Line 7.	Other than Normal Working Hours Adjustment Factor	7. 1. <u>2200</u>
Line 8.	Multiply Line 7 by 10% = (0.10 x Line 7)	8. 0. <u>1220</u>
Line 9.	Add Lines: 2,4,6 and 8 (This is the Award Criteria Figure)	ACF = 1. <u>3090</u>

2. Determination of lowest bidder will be based upon the lowest Award Criteria Figure.

3. The undersigned has checked all above figures carefully and understands that the County will not be responsible for any errors and omissions on the part of the undersigned in making this bid.

4. It is understood that the County reserves the right to reject any and all bids or waive any informalities or irregularities in any bids or in the bidding.

5. This bid shall remain valid and will not be withdrawn by the undersigned bidder for a period

BID SUMMARY SHEET: BOARD OF SUPERVISORS, COUNTY OF MONTEREY

Project: Job Order Contract Project No. NMC 2013-02
 Department: County of Monterey – Natividad Medical Center
 Authority: Ordinance No. 1862 as amended by Ordinance No. 2628

	<u>Bidders:</u>	<u>Award Criteria Figure</u>
1	AUSONIO 11420 A Commercial Parkway Castroville, CA 95012-3214	1.2553
2	California Plus Engineering, Inc. 202 Germaine Ave. Santa Cruz, CA 95056	1.3090
3		
4		
5		

Certification: I certify that bids listed above were opened, examined, and declared by me at 2:00 p.m. on September 26, 2013, in the Closed Session Conference Room, 1st Floor, Monterey County Government Center, Salinas, CA

Lew C. Bauman, Purchasing Agent
 By:  Deputy Purchasing Agent

Date: September 26, 2013

To: Natividad Medical Center
Attention: Brian Griffin

**Subject: JOC FACILITIES-Natividad Medical Center Bid Nos. NMC 2013-01 & 2013-02
California Plus Engineering, Inc. Addendum 01 Acknowledgement**

Please accept our acknowledgements of Addendum 01, which were omitted from the above bid packets.

We request that this submittal within 24 hours of the bid opening be accepted and both bids be determined responsive.

Sincerely,



Rey Fard, P.E., President



ADDENDUM NO. 1

SEPTEMBER 23, 2013

TO THE PROJECT MANUAL FOR THE
PROJECT NO. NATIVIDAD MEDICAL CENTER JOC BID NO. NMC 2013-01 & NMC 2013-02

TO: ALL CONTRACTORS/INTERESTED PARTIES

THIS ADDENDUM IS ISSUED TO ADVISE OF THE FOLLOWING CHANGES TO THE NOTICE TO CONTRACTORS/PROJECT MANUAL/SPECIFICATIONS, PRESCRIBED FORMS, AND/OR DRAWINGS:

PROJECT MANUAL AND DRAWINGS:

Changes to Project Manual/Specifications are provided herewith for all bidders.

Article 5 (Administration of Job Orders), Section 5.15 (Job Order Contracting System License) delete entire text and replace with the revised Article 5 below

PART II. CONDUCT OF WORK

Article 5. Administration of Job Orders

5.15. Job Order Contracting System License. The County of Monterey selected The Gordian Group's ("Gordian") Job Order Contracting ("JOC") Solution (Gordian JOC Solution™) for their JOC program. The Gordian JOC Solution includes Gordian's proprietary eGordian® JOC applications ("JOC Applications") and construction cost data ("Construction Task Catalog®"), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by the County of Monterey. The Contractor shall be required to agree to Gordian's JOC System License and pay a JOC System License Fee to obtain access to Gordian's JOC System. Contractor's use, in whole or in part, of Gordian's JOC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the County of Monterey is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License:

Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the County of Monterey, whichever is shorter, a non exclusive right, privilege, and license to Gordian's proprietary JOC System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the County of Monterey under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog, training materials and other Gordian proprietary materials provided to the Contractor. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the County of Monterey expires or terminates, or the Contractor fails to pay the JOC System License Fee specified in this Contract, this JOC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.

Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this

Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the County of Monterey, this JOC System License shall take precedence.

In consideration for a non-exclusive, non-transferable, license to the Gordian JOC Solution, the Contractor shall pay Gordian a license fee ("Contractor License Fee") equal to one percent (1%) of the value of each Job Order, Purchase Order or other similar purchasing document ("Purchase Order") issued to the Contractor by the County of Monterey. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Price Proposals, and shall be payable to Gordian within ten (10) days of Contractor's receipt of each Purchase Order issued to the Contractor by the County of Monterey. Gordian is hereby declared to be an intended third-party beneficiary of this Agreement. In the event any court action is brought to enforce payment of the Contractor License Fee by any party or third-party beneficiary of this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and collection costs.

Make Checks Payable to: The Gordian Group, Inc.

Mail Checks to: P.O. Box 751959

Charlotte, NC 28275-1959

QUESTIONS RECEIVED (Q) & ANSWERS (A):

1. Q: What dollar budgets have been set aside for Job Order Contracts for the term of the Job Order Contract (fully Funded)?

A: Job Order Contracts are indefinite quantity contracts. At the time of bid no specific projects are being identified, but the maximum amount for the contract has been set by limit of the law at \$4,430,000.

2. Q: Please consider revising the bonding specification to be \$100,000 at the time of bid submittal with proof of capacity to the limits fo the contract.

A: The \$2 Million bond threshold was determined in order to provide for Job Order Contracting Efficiency, maintaining control of performance of the contractor, as well as limiting potential risk to the County.

Addendum 1 Acknowledgment (*This Acknowledgment page must be included in bid package*):

Dated

September 26, 2013

Bidder's Business Name California Plus Engineering, Inc

By
Bidder's Signature 

Bidder's Name (Print) Rey Fard, P.E.

Bidder's Title (Print) President.

APPROVED FOR POSTING


Brian Griffin, Project Manager

END OF ADDENDUM 1



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SEPTEMBER 23, 2013

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Dated

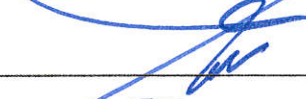
September 26, 2013

Bidder's Business Name

California Plus Engineering, Inc.

By

Bidder's Signature



Bidder's Name (Print)

Rey Fard, P.E.

Bidder's Title (Print)

President

APPROVED FOR POSTING

Brian Griffin, Project Manager



END OF ADDENDUM 1

2013 Withholding Exemption Certificate**590**

This form can only be used to certify exemption from nonresident withholding under California Revenue and Taxation Code (R&TC) Section 18662. Do not use this form for exemption from wage withholding.

File this form with your withholding agent. (Please type or print)

Withholding agent's name
County of Monterey

Payee's name

California Plus Engineering, Inc.

Payee's SSN or ITIN FEIN
 CA corp. no. CA SOS file no
7 7 0 5 8 3 6 6 7

Address (number and street, PO Box, or PMB no.)
1560 W. Hacienda Ave.

Apt. no./ Ste. no.

City
Campbell,

State ZIP Code
CA 9 5 0 0 8

Read the following carefully and check the box that applies to the payee.

I certify that for the reasons checked below, the payee named on this form is exempt from the California income tax withholding requirement on payment(s) made to the entity or individual.

Individuals — Certification of Residency:

I am a resident of California and I reside at the address shown above. If I become a nonresident at any time, I will promptly notify the withholding agent. See instructions for General Information D, Who is a Resident, for the definition of a resident.

Corporations:

The above-named corporation has a permanent place of business in California at the address shown above or is qualified through the California Secretary of State (SOS) to do business in California. The corporation will file a California tax return and withhold on payments of California source income to nonresidents when required. If this corporation ceases to have a permanent place of business in California or ceases to do any of the above, I will promptly notify the withholding agent. See instructions for General Information F, What is a Permanent Place of Business, for the definition of permanent place of business.

Partnerships or limited liability companies (LLC):

The above-named partnership or LLC has a permanent place of business in California at the address shown above or is registered with the California SOS, and is subject to the laws of California. The partnership or LLC will file a California tax return and will withhold on foreign and domestic nonresident partners or members when required. If the partnership or LLC ceases to do any of the above, I will promptly inform the withholding agent. For withholding purposes, a limited liability partnership (LLP) is treated like any other partnership.

Tax-Exempt Entities:

The above-named entity is exempt from tax under California Revenue and Taxation Code (R&TC) Section 23701 _____ (insert letter) or Internal Revenue Code Section 501(c) _____ (insert number). The tax-exempt entity will withhold on payments of California source income to nonresidents when required. If this entity ceases to be exempt from tax, I will promptly notify the withholding agent. Individuals cannot be tax-exempt entities.

Insurance Companies, Individual Retirement Arrangements (IRAs), or Qualified Pension/Profit Sharing Plans:

The above-named entity is an insurance company, IRA, or a federally qualified pension or profit-sharing plan.

California Trusts:

At least one trustee and one noncontingent beneficiary of the above-named trust is a California resident. The trust will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required. If the trustee becomes a nonresident at any time, I will promptly notify the withholding agent.

Estates — Certification of Residency of Deceased Person:

I am the executor of the above-named person's estate. The decedent was a California resident at the time of death. The estate will file a California fiduciary tax return and will withhold on foreign and domestic nonresident beneficiaries when required.

Nonmilitary Spouse of a Military Servicemember:

I am a nonmilitary spouse of a military servicemember and I meet the Military Spouse Residency Relief Act (MSRRA) requirements. See instructions for General Information E, MSRRA.

CERTIFICATE: Please complete and sign below.

Under penalties of perjury, I hereby certify that the information provided in this document is, to the best of my knowledge, true and correct. If conditions change, I will promptly notify the withholding agent.

Payee's name and title (type or print) Rey Fard, President Daytime telephone no. 408-674-1779

Payee's signature  Date 10/09/2013