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 **Staples Construction Company Inc** (contractor), hereinafter called "CONTRACTOR." For reference purposes, the date of this Agreement is date County signs.

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 2025-01.

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.

Changes to the Contract may be accomplished after execution of the Contract and without invalidating

the Contract, by Change Order.

ARTICLE 3. ADJUSTMENT FACTORS

The Contractor shall perform all work required, necessary, proper for or incidental to completing the Detailed Scope of Work called for in each individual Job Order issued pursuant to this Contract for the Unit Prices set forth in the Construction Task Catalog®. County shall pay Contractor the Job Order Price 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
	OSHPD 1 Normal Working Hours	1.1690
1.	8:00 AM to 5:00 PM Monday	
	through Friday	
	OSHPD 1 Other than Normal	1.2190
	Working Hours	
2.	Hours outside of Normal Working	
	Hours including all day Saturday,	
	Sunday and County Holidays	
	Normal Working Hours	1.1690
3.	8:00 AM to 5:00 PM Monday	
	through Friday	
	Other than Normal Working Hours	1.2190
4.	Hours outside of Normal Working	
4.	Hours including all day Saturday,	
	Sunday and County Holidays	

The Minimum Contract Value is \$25,000. Contractor will receive the opportunity to perform at least \$25,000 during the Contract term. The Maximum Contract Value is \$6,210,093 for JOC NMC 2025-01. 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 2025-01, NMC 2025-02,
- Project Manual
- Construction Task Catalog®
- Technical Specifications
- As issued, Addenda No:____

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.

CON	TRACTOR:		
Ву:	Staples Construction Company Inc. (Name of Company) Signature of Chair, President, or Vice-President	By:	Signature of Secretary, Asst. Secretary, OFO, Treasurer or Asst. Treasurer*
Date:	David Staples, President Printed Name and Title 7/15/2025	Date:	Tonya R. Staples, Secretary/Treasurer Printed Name and Title 7/15/2025
COUN	NTY OF MONTEREY:		
By:		Ву:	APPROVE AS TO FISCAL TERMS DocuSigned by: Patricia Ruiz E79EF64E57454F6
Name:	Charles Harris, MD	Name:	Rupa Shah, CPA
Title:	Natividad Medical Center CEO	Title:	Chief Deputy Auditor-Controller
Dated:		Date:	7/23/2025 1:16 PM PDT
	APPROVE AS TO FORM		APPROVE AS TO FORM & LEGALITY DocuSigned by:
By:		By:	Stary Satta
Name:	Kristen Aldrich	Name:	Stacy Saetta
Title:	NMC Purchasing Manager	Title:	Deputy County Counsel
Date:		Date:	7/23/2025 1:24 PM PDT

Docusign Envelope ID: 8161104C-FD75-4F18-A5D2-49A4B1349397

THE FINAL PREMIUM IS PREDICATED ON THE FINAL CONTRACT AMOUNT

PERFORMANCE BOND

Bond No. 800191353

Premium: \$23,575.00

(Public Contract Code Section 20129)
Division 00600

WHEREAS, the County of Monterey has awarded to Principal,

Staples Construction Company, Inc.

as Contractor, for the following project:

PROJECT NO. 2025 JOC, BID NO. NMC 2025-01; 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 Staples Construction Company, Inc. as Principal, and Atlantic Specialty 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 <u>Two Million Five Hundred Thousand Dollars (\$2,500,000.00)</u>, 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:

- 1. Complete the contract in accordance with its terms or conditions, or
- 2. 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-bonded parties have executed this instrument under their several seals this 16th day of _______, 2015, 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)	Staples Construction Company Inc.
	Principal
	By:
	Title: David Staples, President
(Corporate Seal)	Atlantic Specialty Insurance Company
(corporate sear)	Surety Surety
	By:
	Shaunna Rozelle Ostrom
'	Title: <u>Attorney-in-Fact</u>

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.

ACKNOWLEDGMENT

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

attached, and not the truthfulness, a validity of that document.		
State of California County of Orange)	
On be		issa Ann Vaccaro, Notary Public ert name and title of the officer)
subscribed to the within instrument ar his/her/their authorized capacity(ies), person(s), or the entity upon behalf of	isfactory evidence to nd acknowledged to and that by his/her. f which the person(
paragraph is true and correct.	₹Y under the laws o	of the State of California that the foregoing
WITNESS my hand and official seal.		MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY My Comm. Expires May 12, 2026
Signature Melissa Ann Vaccaro	Vaccan (Sea	My Comm. Expires may All



Bond No. 800191353

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023,

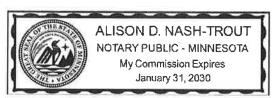


T ____

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 16th

___ day of July

2025

This Power of Attorney expires January 31, 2030 Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Bastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples Tonya R. Staples

The following persons officiated at the meeting: Chairman of the meeting: David R. Staples, aka David Staples Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Donya R. Staples

Secretary - Treasurer

Staples Construction Company, Inc. A California Corporation 1501 Eastman Ave. Ventura, CA 93003

Corporate Seal

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Bond No. 800191353

(Civil Code section 9550) Division 00610

WHEREAS, the County of Monterey has awarded to Principal,

<u>Staples Construction Company, Inc.</u> as Contractor, a contract for the following project:

PROJECT NO. JOC 2025, BID PACKAGE NO. NMC 2025-01; 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 Staples Construction Company, Inc.
as Principal, and Atlantic Specialty 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 <u>Two Million Five Hundred Thousand Dollars (\$2,500,000.00)</u>, 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 16th day of July , 2025, 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)	Staples Construction Company Inc.
	Principal
	- / /////
	By: // // //
	Title: David Staples, President
(Corporate Seal)	Atlantic Specialty Insurance Company
_	By:
	Shaunna Rozelle Ostrom
	Γitle: 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.

ACKNOWLEDGMENT

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

validity of that document.			
State of California County of Orange)		
On b		elissa Ann Vaccaro, Notary Public ert name and title of the officer)	
personally appeared Shaunna Rowho proved to me on the basis of satisfied to the within instrument a his/her/their authorized capacity(ies), person(s), or the entity upon behalf of certify under PENALTY OF PERJUIT	tisfactory evidence on the discount of the discount of the discount of the discount of which the person(to me that he/she/they executed the r/their signature(s) on the instrument (s) acted, executed the instrument	ne same in ent the t.
paragraph is true and correct. WITNESS my hand and official seal. Signature	Vaccon 1900	MELISSA ANN VAC COMM. #24019 Notary Public-Call ORANGE COUN My Comm. Expires May	942 g ifornia g NTY
Melissa Ann Vaccaro	(Sea	ai <i>)</i>	



Bond No. 800191353

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

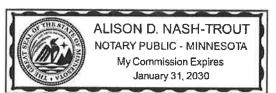
SEAL 1986 CO

e_y

Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated_ 16th

_{dav of} July

2025

This Power of Attorney expires January 31, 2030 SEAL 1986 O

Kara L.B. Barrow, Secretary

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Bastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples Tonya R. Staples

The following persons officiated at the meeting: Chairman of the meeting: David R. Staples, aka David Staples Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting

Tonya R. Staples Secretary - Treasurer

Staples Construction Company, Inc. A California Corporation

Omya R. Staples

1501 Eastman Ave.

Ventura, CA 93003

Corporate Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/15/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer	rights to the certificate holde	r in lieu of such	n endorsem	ent(s).			
PRODUCER			CONTACT NAME:	Ariana Olvera			
AssuredPartners of California Ins Ser	vices, LLC		PHONE (A/C, No, Ext)	(805) 585-6120	FAX (A/C, No):	(805) 5	85-6120
196 S. Fir Street			E-MAIL ADDRESS:	ariana.olvera@assuredpartners.com			
P.O. Box 1388				INSURER(S) AFFORDING COVERAGE			NAIC #
Ventura	CA	93002-1388	INSURER A:	Crum & Forster Specialty Ins Co			44520
INSURED			INSURER B :	Travelers Property Casualty Company of	America		25674
			INSURER C :	Navigators Specialty Ins Co			36056
Staples Construction	Co., Inc.		INSURER D :	Hudson Specialty Ins Co			25054
1501 Eastman Ave.			INSURER E :				
Ventura	CA	93003	INSURER F:				
COVERAGES	CERTIFICATE NUMBER:	25/26 GL/AU/\	WC/XS/XS	REVISION NUM	RFR·		

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.

ISR TR			ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	×	CLAIMS-MADE OCCUR						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000 \$ 50,000
								MED EXP (Any one person)	\$ 5,000
A			Υ		GLO-118978	02/01/2025	02/01/2026	PERSONAL & ADV INJURY	\$ 1,000,000
	GEN	L'LAGGRE <u>GATE</u> LIMIT APP <u>LIES</u> PER:						GENERAL AGGREGATE	\$ 2,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	\$
3		OWNED SCHEDULED AUTOS ONLY AUTOS	Υ		810-B5099811	07/12/2025	07/12/2026	BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB COCCUR						EACH OCCURRENCE	\$ 5,000,000
С	\times	EXCESS LIAB CLAIMS-MADE			LA25EXCZ07GDWIC	02/01/2025	02/01/2026	AGGREGATE	\$ 5,000,000
		DED RETENTION \$							\$
		RKERS COMPENSATION EMPLOYERS' LIABILITY						➤ PER OTH-ER	
В	ANY	DDODDIETOD/DADTNIED/EVECTITIVE TIT	N/A		UB-B5023054	08/01/2025	08/01/2026	E.L. EACH ACCIDENT	\$ 1,000,000
	(Man	idatory in NH)						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	EX	CESS LIABILITY (2ND LAYER)			HXS 1001401 05	02/01/2025	02/01/2026	EACH OCCURRENCE	\$5,000,000
								AGGREGATE	\$5,000,000

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

RE: JOB #2033 - Natividad Medical Center Joc 2025. GL/AU: Certificate Holder, its officers, agents, and employees are Additional Insured as respects to referenced project per forms (GL) CG20101219, CG20371219 and (AU) CAT4990216. Endorsements apply only as required by current written contract on

CERTIFICAT	E HOLDER		CANCELLATION
County of Monterey 1441 Constitution Blvd.			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Gonomanon Bira.		AUTHORIZED REPRESENTATIVE
	Salinas I	CA 93906	Dregor Condesson

POLICY NUMBER: GLO-118978

COMMERCIAL GENERAL LIABILITY CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE FOLICY. 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
Any person or organization you have agreed in a written contract to add as an additional insured on your policy provided the written contract is signed prior to the "bodily injury", "property damage" or "personal and advertising injury"	Locations and operations covered under this policy when required by written contract signed prior to the "bodily injury", "property damage" or "personal and advertising injury"
Information required to complete this Schedule, if not show	wn above, will be shown in the Declarations.

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf;

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

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

- 1. Required by the contract or agreement; or
- 2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

POLICY NUMBER: GLO-118978

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations		
As required by written contract signed prior to the "bodily injury" or "property damage".	As required by written contract signed prior to the "bodily injury" or "property damage" and if covered under this policy.		
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.			

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

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

- Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

 The following is added to Paragraph c. in A.1., Who Is An Insured, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

 The following is added to Paragraph B.5., Other Insurance of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. Other Insurance, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

BID FORM
Division 00300

MONTEREY COUNTY BOARD OF SUPERVISORS

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

PROJECT NO. JOB ORDER CONTRACTING

BID PACKAGE NO. NMC 2025-01

NAME OF BIDDER:	Staples Construction Company Inc.	
BUSINESS ADDRESS:	1501 Eastman Ave.	
	Ventura, CA 93003	
TELEPHONE NUMBER:	805.658.8786	
PLACE OF RESIDENCE:	Ventura	

BID FORM

PROJECT NO. 2025, JOC **BID PACKAGE NO. NMC 2025-01**

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 2025-01 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:
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:
1.2190 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:
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: 1.2190

- * 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 1. 1.1690 Normal Working Hours Adjustment Factor 2. 0.7014 Line 2. Multiply Line 1 by 60% = (0.60 x Line 1) 2. 0.7014 Line 3. OSHPD 1 3. 1.2190 Other than Normal Working Hours Adjustment Factor 4. 0.1219 Line 4. Multiply Line 3 by 10% = (0.10 x Line 3) 5. 1.1690 Line 5. Normal Working Hours Adjustment Factor 5. 1.1690 Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) 6. 0.2338 Line 7. Other than Normal Working Hours Adjustment Factor 7. 1.2190 Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 (This is the Award Criteria Figure) ACF = 1.1790			
Line 2. Multiply Line 1 by 60% = (0.60 x Line 1) 2. 0.7014 Line 3. OSHPD 1 3. 1.2190 Other than Normal Working Hours Adjustment Factor 4. 0.1219 Line 4. Multiply Line 3 by 10% = (0.10 x Line 3) 5. 1.1690 Line 5. Normal Working Hours Adjustment Factor 6. 0.2338 Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) 6. 0.2338 Line 7. Other than Normal Working Hours Adjustment Factor 7. 1.2190 Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 1.	OSHPD 1	1.1690
Line 2. Multiply Ellie 7 by 60% (666 it Ellie 7) 0.7014		Normal Working Hours Adjustment Factor	
Line 3. OSHPD 1 3. 1.2190 Other than Normal Working Hours Adjustment Factor 4. 0.1219 Line 4. Multiply Line 3 by 10% = (0.10 x Line 3) 5. 1.1690 Line 5. Normal Working Hours Adjustment Factor 5. 1.1690 Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) 6. 0.2338 Line 7. Other than Normal Working Hours Adjustment Factor 7. 1.2190 Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 2.	Multiply Line 1 by $60\% = (0.60 \text{ x Line 1})$	
Line 3. Other than Normal Working Hours Adjustment Factor Line 4. Multiply Line 3 by 10% = (0.10 x Line 3) 4. 0.1219 Line 5. Normal Working Hours Adjustment Factor 5. 1.1690 Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) 6. 0.2338 Line 7. Other than Normal Working Hours Adjustment Factor 7. 1.2190 Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790		g a	
Line 4. Multiply Line 3 by 10% = (0.10 x Line 3) 4. 0.1219 Line 5. Normal Working Hours Adjustment Factor 5. 1.1690 Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) 6. 0.2338 Line 7. Other than Normal Working Hours Adjustment Factor 7. 1.2190 Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 3.	OSHPD 1	3. 1.2190
Line 5. Normal Working Hours Adjustment Factor Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) Line 7. Other than Normal Working Hours Adjustment Factor Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790		Other than Normal Working Hours Adjustment Factor	
Line 6. Multiply Line 5 by 20% = (0.20 x Line 5) 6. 0.2338 Line 7. Other than Normal Working Hours Adjustment Factor 7. 1.2190 Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	4. 0.1219
Line 7. Other than Normal Working Hours Adjustment Factor Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 5.	Normal Working Hours Adjustment Factor	5. 1.1690
Line 8. Multiply Line 7 by 10% = (0.10 x Line 7) 8. 0.1219 Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 6.	Multiply Line 5 by 20% = (0.20 x Line 5)	6. 0.2338
Line 9. Add Lines: 2,4,6 and 8 ACF = 1.1790	Line 7.	Other than Normal Working Hours Adjustment Factor	7. 1.2190
1.1790	Line 8.	Multiply Line 7 by 10% = (0.10 x Line 7)	8. 0.1219
1.1790	Line 0	Add Lines: 2.4.6 and 8	
(This is the Award Criteria Figure)	LIIIC 7.		
		(This is the Award Criteria Figure)	

- 2. Determination of lowest bidder will be based upon the lowest Award Criteria Figure.
- 3. Specify lines 1 through 9 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
- 4. The Other Than Normal Working Hours Adjustment Factors must be greater than or equal to the Normal Working Hours Adjustment Factors.

- 5. The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the County that Work will be ordered under the Contract in a distribution consistent with the weighted percentages above. The Award Criteria Figure is only used for the purpose of determining the Bid.
- 6. When submitting Job Order Price Proposals related to specific Job Orders, the Bidder shall utilize one or more of the Adjustment Factors applicable to the Work being performed.
- 7. The Construction Task Catalog® is priced at a net value of 1.0000. The bid shall be an increase to" (e.g., 1.1000 or decrease e.g., 0.9500) to the Unit Prices listed in the Construction Task Catalog®. Bidders who submit separate Adjustment Factors for separate Unit Prices will be considered non-responsive and their bid will be rejected.
- 8. 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.
- 9. 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.
- 10. 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.
- 11. 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.
- 12. 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.
- 13. 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 - ENGINEERING OFFICES
1441 CONSTITUTION BLVD.
SALINAS, CA 93906

TELEPHONE: (831) 755-4220

14.	The names of all	persons interested in the	foregoing proposal	l as principals are as	follows
-----	------------------	---------------------------	--------------------	------------------------	---------

Staples Construction Company Inc. Name	Title
David Staples	President
Name	Title
Tonya R. Staples Name	Secretary/Treasurer 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.)

15. 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: B A
License number: 710039
Expiration date: 07/31/2027

16. 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:
 344 Salinas St., Suite 105F

 City, State, Zip:
 _Salinas, CA 93901

 Telephone:
 805.833.0067

 Fax:
 831.758.8576

- 17. 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.
- 18. 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.

19. 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	7/7/2025
Bidder's Business Name	Staples/Construction Company Inc.
By	
Principal Signature	
Principal Name (Print)	David Staples
Principal Title (Print)	President
Ву	
Principal Signature	Source R. Supe
Principal Name (Print)	Tonya R. Staples
Principal Title (Print)	Secretary/Treasurer
(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.

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

Addendum No	1	Date: July 1, 2025
Addendum No	2	Date: July 1, 2025
Addendum No.	3	Date: July 1, 2025



ENGINEERING DEPARTMENT 1441 CONSTITUTION BLVD SALINAS, CA 93906



ADDENDUM NO. 1

July 1, 2025

PROJECT: JOB ORDER CONTRACTS #NMC 2025-1/NMC 2025-2

JOB ORDER CONTRACT PROJECT BID NO: NMC 2025-01, NMC 2025-02

TO:ALL PLANHOLDERS/CONTRACTORS/INTERESTED PARTIES

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

NOTICE TO BIDDERS

1. SUBMISSION DEADLINE: Revise deadline for receipt of sealed bids to:
11:00 A.M (PST) on Thursday, July 10, 2025 at the following address, at which time they will be publicly opened and read in the Board of Supervisors Conference Room 1032.
Office of the Clerk of the Board of Supervisors.

County of Monterey
168 W. Alisal St. 2nd Floor
Salinas, CA 93901
(Mailing Address: P.O. Box 1728, Salinas, CA 93902-1728)

2. UPDATED DOCUMENTS: Technical Specification, 2024 Notice to Contractors, 2025 Project Manual

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

Dated <u>July 7</u> , 2025		
Bidder's Business Name	Staples Construction Company Inc.	
Ву	M/1.	
Bidder's Signature	// / // // // // // // // // // // // /	
Bidder's Name (Print)_	David Staples	
Bidder's Title (Print)	President	

APPROVED FOR POSTING

Brian Griffin, Project Manager III

END OF ADDENDUM 1



ENGINEERING DEPARTMENT 1441 CONSTITUTION BLVD SALINAS, CA 93906



ADDENDUM NO. 2

July 1, 2025

PROJECT: JOB ORDER CONTRACTS #NMC 2025-1/NMC 2025-2

JOB ORDER CONTRACT PROJECT BID NO: NMC 2025-01, NMC 2025-02

TO:ALL PLANHOLDERS/CONTRACTORS/INTERESTED PARTIES

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

NOTICE TO BIDDERS

- 1. MANDATORY BIDDERS MEETING: A MANDATORY BIDDERS MEETING with NMC Project Manager is scheduled for Monday, June 23, 2025, at 10:00 am at NMCs Natividad Conference Room at 1441 Constitution Blvd., Salinas, CA 93906.
- 2. UPDATED DOCUMENTS: 2025 Notice to Contractors, 2025 Project Manual

Addendum 2 Acknowled	gment (This Acknowledgment page must be included in bid package):
Dated <u>July 7</u> , 2025	
Bidder's Business Name	Staples Construction Company Inc
Ву	
Bidder's Signature	1/10000
Bidder's Name (Print) _	David Staples
Bidder's Title (Print)	President

APPROVED FOR POSTING

Brian Griffin, Project Manager III

END OF ADDENDUM 2



ENGINEERING DEPARTMENT 1441 CONSTITUTION BLVD SALINAS, CA 93906



ADDENDUM NO. 3

July 1, 2025

PROJECT: JOB ORDER CONTRACTS #NMC 2025-1/NMC 2025-2

JOB ORDER CONTRACT PROJECT BID NO: NMC 2025-01, NMC 2025-02

TO:ALL PLANHOLDERS/CONTRACTORS/INTERESTED PARTIES

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

NOTICE TO BIDDERS

1. UPDATED DOCUMENTS: Prebid Meeting Sign-in Sheet

Addendum 3 Acknowledgment (This Acknowledgment page must be included in bid package):	
DatedJuly 7, 2025	
Bidder's Business Name Staples Construction Company Inc.	
By ///////	
Bidder's Signature	
Bidder's Name (Print)	
Ridder's Title (Print) President	

APPROVED FOR POSTING

Brian Griffin, Project Manager III

END OF ADDENDUM 3



July 7, 2025

County of Monterey 168 W. Alisal St., 1st floor Salinas, CA 93901

RE: GOOD FAITH EFFORT

Dear Sir or Madam,

In order to meet the 50% local workforce requirements of the County of Monterey, Staples Construction Company, Inc. will make a good faith effort to recruit Monterey Bay Area residents by the following actions:

1. Contact local recruitment sources, including local hiring halls.

2. Advertise for qualified Monterey Bay Area residents online, in trade papers, and local newspapers.

3. Identify qualified subcontractors whose workforce includes Monterey County, Santa Cruz County, or San Benito County Area residents.

We look forward to working with you,

Sincerely,

STAPLES CONSTRUCTION COMPANY, INC.

David Staples President

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

(Public Contract Code Section 7106)
Division 00400

The undersigned declares:
am the <u>President</u> of <u>Staples Construction Company Inc.</u> the party making the Coregoing 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 hereof, 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 hereof, 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.
declare under penalty of perjury under the laws of the State of California that the foregoing is
rue and correct and that this declaration is executed onJuly 7, 2025[date], at
Ventura [city], California [state].
Signature: Print Name:

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:	7/7/2025
Bidder's Business Name:	Staples Construction Company Inc.
Ву:	////////
Print Name:	David Staples
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 Ventura 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. David Staples , being first duly sworn, deposes and says (1) that he or she is the President of Staples Construction Company 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: 7/7/2025 Bidder's Business Name: Staples Construction Company By: Print Name: David Staples Print Title: President 2025. Subscribed and sworn to me this __7th__day of ______ July Notary Public in and for the County of Ventura State of California

See Attached

My Commission expires on:

[Notary Stamp]

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Ventura Subscribed and sworn to (or affirmed) before me on this 7th day of July , 20 25, by David Staples proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. LORENA DE LOS REYES Notary Public - California Ventura County Commission # 2383145 My Comm. Expires Nov 15, 2025 Signature (Seal)

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 contractors 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. <u>Binding on Subcontractors</u>. 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 of	ı the
oroi	ct, including any subcontractor work force, measured in labor work hours, will be comp	rised
of a	alified individuals who to the best of my knowledge are, and have been for at least on	e (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 CERTIFY that I shall make a good-faith effort to employ qualified individuals who, to the pest 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 terms 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):
declare under penalty of perjury under the laws of the State of California that the foregoing certification is true and correct. Executed on (date)
Bidder's Business Name: Staples Construction Company Inc.
By: ///////
Print Name: David Staples
Print Title: President

STATEMENT OF BIDDER'S QUALIFICATIONS

1441 CONSTITUTION BLVD. SALINAS, CA 93906 PROJECT NO. JOC 2025

BID PACKAGE NO. NMC 2025-01, NMC 2025-02

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

Bidder shall have a <u>minimum of five (5) years</u> of experience with acute care healthcare facility projects under OSHPD jurisdiction. In all instances in this form, "Qualifying Project" means a project which must meet <u>all</u> of the following:

- 1. Project work took place in the following medical facility environment:
 - a. Tenant Improvement or remodel in a licensed OSHPD facility (preferably Type 1; outpatient surgery clinic, Type 3 would also be acceptable) that remained operational during your construction project.
- 2. Project work took place where infection prevention measures were required throughout construction following ICRA Class III or IV protocols.
- 3. Project had a full-time Supervisor present in the above described settings during <u>ALL</u> construction activities days, evenings, swing, weekends.
- 4. Project was completed within the last five (5) years.
- 5. Your firm's construction contract cost was at least \$100,000 as awarded (excluding change orders).

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.

David Staples, 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: Registration Refresh			
Location: 1441 Constitution Blvd., Salinas			
Owner: Natividad Medical Center			
Description of Pro	oject, Scope of Work Performed:		
Demolition of a	portion of the existing interior storefront and placeme	nt of d	louble out-swing doors on hold
0-1A	the existing fire alarm system. Remove a portion of th	e exis	ting interior wall between offices
to allow for ope	n registration area and new check-ins desks.		
73	Total Value of Original Construction Project (as bid):	\$	435,978.25
	Total Value of Change Orders:	\$	52,015.11
	Final Contract Price:	\$	487,993.36
	Original Scheduled Completion Date:		3/31/21
	Time Extensions Granted (number of calendar days):	-	180 days
	Actual Date of Completion:		9/17/21
Owner Contact (n	name and current phone number):		
Brian Griffi	n 831.783.2605		
	neer Contact (name and current phone number): er Barlow 831.236.4380		
_	ntative (name and current phone number): n 831.783.2605		
Inspector(s) on the	e Project (name and current phone number):		•

PROJECT 2				
Project Name:	Project Name: Infant Security, Building 500			
Location:	Location: 1441 Constitution Blvd., Salinas, CA			
Owner:	Owner: Natividad Medical Center			
Description of F	Project, Scope of Work Performed:			
Installation o	f Guard RFID Infant Security Stem in Peds, MIU and L&D	areas a	s specific by Kasavan Architects.	
	Total Value of Original Construction Project (as bid):	\$	135,696.62	
	Total Value of Change Orders:	\$	_ 5,380.77	
	Final Contract Price:	\$	141,077.39	
	Original Scheduled Completion Date:		3/31/22	
	Time Extensions Granted (number of calendar days):		68 Days	
	Actual Date of Completion:	_	6/6/22	
Owner Contact	(name and current phone number):			
Brian Griffi	n 831.783.2605			
Architect or Eng	gineer Contact (name and current phone number):			
Peter Kasa	van 831.424.2232			
•	rentative (name and current phone number): Tin 831.783.2605			
Brian Gri	III 051.705.2005			
Inspector(s) on Unknown	the Project (name and current phone number):			

PROJECT 3					
Project Name: Rear Security Doors at Operating Room					
Location: 1441 Constitution Blvd., Salinas, CA					
Owner: Natividad Medical Center					
Description of Pro	oject, Scope of Work Performed:		2		
Installation of	f new operating room doors with power operators.				
-					
	Total Value of Original Construction Project (as bid):	\$	142.619.98		
	Total Value of Change Orders:	\$	76,958,96		
	Final Contract Price:	\$	219,578.94		
	Original Scheduled Completion Date:		2/19/24		
	Time Extensions Granted (number of calendar days):	_	475 Days		
	Actual Date of Completion:	93	5/30/25		
Owner Contact (name and current phone number):					
Brian Griffin	831.783.2605				
× 					
Architect or Engi	neer Contact (name and current phone number):				
Christopher Barlow 831.649.4642					
(i)					
Owner's Representative (name and current phone number):					
Brian Griffi	in 831.783.2605				
S======					
	e Project (name and current phone number):				
Unknown					

BID BOND

Division 00440 (Public Contract Code Section 20129)

WHEREAS the Principal has submitted the accompanying bid dated <u>July 10th, 2025</u>, to the County of Monterey, for the following project: **PROJECT NO. JOC 2025, BID NO. NMC 2025-01** 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, THEREFO	FORE, we Staples Construction Company, Inc.	
as Principal, and	Atlantic Specialty 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 litigation expenses incurred by the County in such witness fees and investigation expenses.	judgment is recovered, the Surety shall pay all ch suit, including attorneys' fees, court costs, expert
several seals this 2nd day of	parties have executed this instrument under their July , 2025, the name and ereto affixed and these presents duly signed by its ty of its governing body.
(Corporate Seal)	Staples Construction Company Lac. Principal By: David Staples Title: President
(Corporate Seal)	Atlantic Specialty Insurance Company Surety By: Shaunna Rozelle Ostron Title: 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.

ACKNOWLEDGMENT

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

validity of that document.					
State of California County of Orange					
	a Ann Vaccaro, Notary Public name and title of the officer)				
personally appeared Shaunna Rozelle Ostrom 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 t paragraph is true and correct.	he State of California that the foregoing				
WITNESS my hand and official seal.	MELISSA ANN VACCARO COMM. #2401942 Notary Public-California ORANGE COUNTY				
Signature Melissa Ann Vaccaro (Seal)	My Comm. Expires May 12, 2026				



Bond No. CSBA-31596

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Adrian Langrell, Arturo Ayala, Ben Stong, Benjamin Wolfe, Chelsea Liberatore, Daniel Huckabay, Frank Morones, Magdalena R. Wolfe, Michael D Stong, Shaunna Rozelle Ostrom, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: unlimited and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

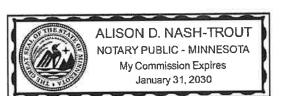
Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where 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.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA HENNEPIN COUNTY

Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 2nd

__ day of _July

2025

Kara L.B. Barrow, Secretary

This Power of Attorney expires January 31, 2030

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF STAPLES CONSTRUCTION CO., INC.

A special meeting of the Board of Directors of Staples Construction Co., Inc. was held in the conference room at 1501 Bastman Avenue, Ventura, CA on November 24, 2009.

The following directors were present:

David R. Staples, also known as David Staples

Tonya R. Staples

The following persons officiated at the meeting:

Chairman of the meeting: David R. Staples, aka David Staples

Secretary of the meeting: Tonya R. Staples

The chairman initiated a discussion regarding a corporate resolution to confirm who is authorized to execute contract documents or to execute bid submittals.

After discussion, it was decided that both David R. Staples, aka David Staples, and Tonya R. Staples would have the authority.

On motion duly made, seconded and unanimously carried, the following resolution was adopted.

RESOLVED: That David R. Staples, also known as David Staples, and/or Tonya R. Staples will be the authorized persons to execute all contract documents and bid submittals for all projects contracted for or bid upon by Staples Construction Co., Inc.

There being no further business, on motion duly made, seconded and unanimously carried, the meeting was adjourned.

Tonya R. Staples

Secretary - Treasurer

Staples Construction Company, Inc. A California Corporation 1501 Eastman Ave.

Donnya R. Staples

Ventura, CA 93003

Corporate Seal

102