

**From:** Mike Vila

**Sent:** Thursday, July 3, 2025 8:14:28 PM

**To:** Monica Nino <monica.nino@cao.cccounty.us>; Eric Angstadt <eric.angstadt@cao.cccounty.us>

**Cc:** john\_gioia@bos.cccounty.us <john\_gioia@bos.cccounty.us>; supervisorandersen@bos.cccounty.us <supervisorandersen@bos.cccounty.us>; supervisor\_burgis@bos.cccounty.us <supervisor\_burgis@bos.cccounty.us>; ken.carlson@bos.cccounty.us <ken.carlson@bos.cccounty.us>; district5@bos.cccounty.us <district5@bos.cccounty.us>

**Subject:** Board of Supervisors Meeting 07.08.2025 - Public Comment - Pull Consent Item C.127

Hi Monica,

I respectfully request that the Board of Supervisors pull **File #25-2737, Consent Item C.127** from the Consent Calendar for discussion and strike this item and DO NOT Approve it.

**Public Comment on Consent Item C.127:**

Per the attached, the County's Job Order Contracting (JOC) program was bid on April 9, 2024, with Board authorization to solicit JOCs with maximum values of **\$5,750,000 each**. On July 29, 2024, **JOC 026 and JOC 027** were awarded to **Aztec and Mark Scott Construction (MSC)** in amounts not to exceed **\$3,000,000** each—well below the original maximum. What was not mentioned in the text is that **JOC 025** was also awarded to **MVP Construction**, with the **lowest bid coefficient** submitted among all contractors—representing the **lowest cost to taxpayers** if utilized.

Since July 29, 2024, **MVP has not received a single job order**, despite having the most competitive pricing. In contrast, both MSC and Aztec, despite already hitting their contract limits year after year, are again being considered for early contract increases, without MVP having been assigned a single project. This demonstrates a **clear disparity** in how the JOC contracts are being administered.



The attached bid tabulations confirm MVP's low bid. Had the County issued work based on the lowest coefficient, taxpayers would have already realized substantial cost savings.

Moreover, this issue is not just inequitable—it is **a direct breach of contract**. As shown in the attached **Division G – Supplemental Terms, Page 10**, the JOC agreement sets forth six clear selection criteria for assigning job orders, including:

1. Rotational selection among all Contractors
  - b) Evaluation of past/current performance
  - c) **Balancing workload among Contractors**
  - d) **Managing workload within bonding limitations**
  - e) **Price, relative to the County's cost estimate**
  - f) Contractor responsiveness

Through a Public Records Act request, MVP obtained internal communications and documents showing that **none of these criteria are followed** in actual practice. County staff have confirmed that there is **no formal rotation, no balancing of workload, and no consideration of price** when assigning job orders. Yet the County continues to reward the same firms with additional work and payment limit increases—while the lowest-cost contractor is completely ignored.

This conduct violates the terms of the contract, undermines public trust, and results in **wasteful spending of taxpayer dollars**.

More concerning, it raises the question: ***Is it the County's intent to disregard its own procurement laws and contractual obligations?***

MVP has participated in the JOC program since 2020. Our past performance has been **exemplary**, with **zero issues**, and we have **consistently saved the County money** by suggesting cost-saving design changes. Despite this, the County continues to show clear bias and favoritism toward a select group of contractors. As a result, qualified firms are no longer bidding—evident in recent rounds where only **three bidders** participated, even though the program originally had **five JOC contractors**.

I respectfully urge the Board to:



1. **Reject the proposed increases** to MSC and Aztec's JOC limits under this item; and
2. **Direct Public Works to follow the selection criteria** outlined in the contract and issue work based on pricing, rotation, and fairness.

It is time for the County to restore integrity, transparency, and accountability to the JOC program. The current approach harms public confidence and misuses limited public funds.

As it stands this program has been running like this for more than just a few years, which has resulted in less contractors bidding on the JOC contract and the county wonders why they don't get more competitive bidders as noted in their own emails provided via Public Records Requests.

I realize being a whistleblower on this puts me at risk and with major repercussions and retaliation which we are already facing from the Capital Projects Division inside the Public Works Department.

Please do the right thing. These 2 other contractors have already received enough work and there needs to be a fair balance of work shared among all awarded contractors.

Sincerely,

Thank you,

Mike Vila

*Owner/President*

**M V P Construction LLC**

925.586.1478

"Woman Business Enterprise"

*License #1047890*

[www.mvpcllc.com](http://www.mvpcllc.com)

428 N. Buchanan Circle #15



Pacheco, CA 94553







## DIVISION G. SUPPLEMENTARY GENERAL CONDITIONS

### SUPPLEMENTARY GENERAL CONDITIONS - 1

The following shall modify, delete, and/or add to Division F, General Conditions. Where any section, article, paragraph, or subparagraph in the General Conditions is supplemented by one of the following paragraphs, the provisions of such section, article, paragraph, or subparagraph shall remain in effect and the supplemental provisions shall be considered as added thereto. Where any section, article, paragraph, or subparagraph in the General Conditions is amended, voided, or superseded by and of the following paragraphs, the provisions of such section, article, paragraph, or subparagraph not so amended, voided, or superseded shall remain in effect.

#### 1. SECTION 1. Definitions-

Replace the following:

“Adjustment Factor - The Contractor’s competitively bid adjustment to the Unit Prices as listed in the Construction Task Catalog®. Contractors must bid three sets of Adjustments Factors, one set for projects located within General Facilities, one set for projects located within Detention Facilities and one set for project located within OSHPD/HCAi Facilities. Each set will include an Adjustment Factor for work accomplished during Normal Working Hours, and one for work to be performed during Other than Normal Working Hours. The total number of Adjustment Factors is six.”

Add the following:

“Award Criteria Figure - The amount determined in the Award Criteria Figure Calculation section of the Bid Form, which is used for the purposes of determining the lowest Bid.”

Replace the following:

“Construction Task Catalog® or CTC - A comprehensive listing of construction related tasks, together with a specific unit of measurement and a published Unit Price for each listed task.

Detailed Scope of Work - The Detailed Scope of Work is the complete description of services or work that the Contractor is obligated to complete under an individual Job Order. The Detailed Scope of Work will include documentation for a given Project. Documentation may include a narrative description of the Work, specifications, partial design documents, or full design documents, depending on the complexity of the specific Project.”

Add the following:

“Detention Facilities Normal Working Hours – Work performed during Normal Working Hours between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays within a secured area Detention Facility and/ or Juvenile Justice Center.

Detention Facilities Other than Normal Working Hours - Work performed during hours where the majority of shift work takes place outside the hours of Normal Working Hours, 5:00 PM to 8:00 AM, Saturdays, Sundays and County Holidays within a secured area Detention Facility and/ or Juvenile Justice Center.”

Replace the following:

“Job Order - A written order issued by the County that describes the Work to be accomplished under this Contract. The County may issue any number of Job Orders under this Contract. The County shall have the sole discretion to determine the number of Job Orders issued, but the number is limited by the amount of time allowed under this Contract, the Maximum Contract Value, and the Minimum Contract Value. The County will be responsible for the development of each Job Order as well as the supervision and acceptance of the Work covered by the Job Order. Each Job Order will include a Detailed Scope of Work, a lump sum, firm fixed Job Order Price, a Job Order Completion Time for the Work, and any special conditions that might apply to that specific Job Order, such as liquidated damages.”

Add the following:

“Job Order Price Proposal - A price proposal prepared by the Contractor that includes the Pre-priced Tasks, Non Pre-priced Tasks, quantities and appropriate Adjustment Factors required to complete the Detailed Scope of Work.”

Replace the following:

“Job Order Proposal or Job Order Proposal Package - The Contractor’s offer to do work. It refers to the documents prepared by the Contractor quoting a firm, fixed Job Order Price to achieve a specific Detailed Scope of Work, as requested by the County. The Job Order Proposal will contain shop drawings and sketches, permits and submittals as necessary, a detailed Job Order Price Proposal comprised of line items from the Construction Task Catalog®, supporting documentation for any Non Pre-priced Tasks, a construction schedule, a list of subcontractors or Suppliers, and other documentation as may be required by the County prior to the issuance of an individual Job Order.”

Replace Job Order Sum (in General Conditions, Division F-2) with the following:

“Job Order Price - The sum stated in the approved Job Order including authorized adjustments, which is the total amount payable by the County to the Contractor for the performance of the Work under the Job Order.

Replace Job Order Time (in General Conditions, Division F-2) with the following:

Job Order Completion Time - The time as stated in Job Order to complete the Detailed Scope of Work so that it is ready for final acceptance as evidenced by the County's issuance of a notice of completion.

Replace the following:

Joint Scope Meeting - Meeting at the Project site attended by the County and the Contractor to jointly scope out the requirements of the Project prior to the finalization of the Detailed Scope of Work. Discussions and decisions at the meeting may become part of the Detailed Scope of Work.

Maximum Contract Value - The maximum total dollar value of work that the County may order during the term of the Contract.

Minimum Contract Value - The minimum total dollar value of work that the County may order and that the Contractor has the opportunity to perform during the term of the Contract.

Normal Work Hours - Hours where the majority of shift work takes place - i.e., between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays.”

Add the following:

“OSHPD/HCAi Normal Working Hours – Work performed during Normal Working Hours between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays within a Hospital and/or In-Patient Medical Facility.

OSHPD/HCAi Other than Normal Working Hours – Work performed during Other than Normal Working Hours where the majority of shift work takes place outside the hours of Normal Working Hours, 5:00 PM to 8:00 AM, Saturdays, Sundays and County Holidays within a Hospital and/or In-Patient Medical Facility.”

Replace the following:

“Other than Normal Working Hours - Hours where the majority of shift work takes place outside the hours of Normal Working Hours, 5:00 PM to 8:00 AM, Saturdays, Sundays and County Holidays.”

Add the following:

“Pre-priced Task - A task described in, and for which a Unit Price is set forth in, the Construction Task Catalog®.”

Replace the following:

“Project - The actual construction job consisting of collective improvements that is part of any individual Job Order, or a series of related Job Orders.

Supplemental Job Order (SJO) - A secondary written agreement entered into after the issuance of the Job Order that alters or amends the Job Order. Changes in the Work requested are accomplished by the issuance of a Supplemental Job Order. Changes such as extensions of time, assessment of liquidated damages, adjustment for net credits, and minor additive changes to the Detailed Scope of Work that may be accomplished by issuance of a Supplemental Job Order to the original Job Order.

Technical Specifications - A body of documents, consisting of Volumes 1-3, containing instructions and requirements that complement the Detailed Scope of Work for individual Job Orders and describe the manner of performing the Work or the quantities, qualities, standards of workmanship, and types of materials to be furnished.

Unit Price - The price published in the Construction Task Catalog® for a specific repair, refurbishing, remodeling, or a specific construction or construction related work task. The Unit Prices are fixed for the duration of the Contract. Each Unit Price includes the labor, equipment, material, and all other costs to accomplish the specific Pre-priced Task.

Work – The performance by the Contractor of all his/her responsibilities and obligations set forth in the Contract Documents for completion of individual Job Orders. Work shall include, but not be limited to, the furnishing and installing of all labor, use of tools, materials, articles, supplies, and equipment as specified, designated, or required by the Contract.”

All defined terms are to be capitalized throughout the documents. Job Order Completion Time and Job Order Price replace Job Order Time and Job Order Amount. Maximum Contract Value and Minimum Contract Value replace Maximum Contract Amount and Minimum Contract Amount.

2. SECTION 2. Governing Laws & Regulations.

Add the following:

**D. Federally Required Contract Provisions**

1. **Remedies.** In the event Contractor breaches any term or provision of this Contract, County has the right to pursue all available remedies at law or equity, including recovery of damages, specific performance of this Contract, and termination of this Contract. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
2. **Termination for Cause and Convenience.** If County terminates this Contract for convenience, County shall pay Contractor for services provided prior to the date of termination. If County terminates this Contract due to Contractor's breach, County may settle the Contract by negotiated agreement, pursuant to Section 34 (Disputes) of Division F, or a combination of these methods.

### **3. Contract Work Hours and Safety Standards Act.**

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such work week.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management Agency or County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. *Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

### **4. Rights to Inventions.**

- a. *General.* If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to Federal Emergency Management Agency (FEMA).

Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by

b. Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

c. The Contractor agrees to include paragraphs (a) and (b) above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

**5. Clean Air Act; Federal Water Pollution Control Act.**

a. The Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

b. The Contractor shall report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**6. Debarment and Suspension Clause.** The Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto as Appendix A (44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

8. **Procurement of Recovered Materials.** In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired –

1. Competitively within a timeframe providing for compliance with the Contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPS's Comprehensive Procurement Guidelines website,

The Contractor shall comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **Access to Records.** The following access to records requirements apply to this Contract:

1. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits

or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. **Contract Changes.** This Contract may be modified or amended only by a written document executed by Contractor and County, provided, that the payment provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, and provided further that such administrative amendment may not increase the payment limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
11. **Department of Homeland Security Seal, Logo, Flags.** The Contractor may not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
12. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
13. **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
14. **Program Fraud and False or Fraudulent Statement or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

3. **SECTION 7. Time of Work and Damages.**

Replace the following:

"A. The County will designate the starting day of an individual Job Order on which the Contractor shall immediately begin and thereafter diligently prosecute the Work to completion. The Contractor obligates himself to complete the Work on or before the date, or within the number of calendar days, set forth by the Job Order Completion Time, subject only to such adjustment of time as may be set forth in Division F or pursuant to Section 22."

"D. Written requests for Job Order time extensions, along with adequate justification, shall be submitted to the County not later than ten (10) calendar days following the delay."



4. SECTION 11. Scope of Work and Procedures for Ordering Work, Pre Job Order Meeting.

Replace the following:

“C. Description of Work:

1. Work shall be performed only as authorized by Job Orders issued in accordance with the procedures for ordering work. The Contractor shall furnish to the County the construction services and supplies specified in the Job Orders in a total amount not to exceed the Maximum Contract Value. The County will give the contractor the opportunity to perform at least the Minimum Contract Value.

“D. Procedure for Ordering Work:

1. As the need exists for performance by the Contractor on work to be completed under the terms of this Contract, the County will notify the Contractor of a Project by scheduling a Joint Scope Meeting and issuing a Notice of Joint Scope Meeting.
2. The Contractor shall respond by obtaining from the County the scope of the requirement and collect any documents, visiting the proposed site with the County staff, and participating in a Joint Scope Meeting which will at a minimum include establishment of the following:
  - a) Job Order number and title
  - b) Existing site conditions including the presence of hazardous materials
  - c) Methods and alternatives for accomplishing work including value engineering
  - d) Definition and refinement of requirements
  - e) General Scope of Work
  - f) Requirements for design drawings, sketches, submittals, technical data, catalog cuts, samples, shop drawings, etc.
  - g) Tentative construction schedule (bar chart or critical path method schedule)
  - h) Preliminary quantity estimates
  - i) Staging areas, site access and protocol for admission
  - j) Special conditions regarding unique facility operations and hours of operation
  - k) Safety requirements
  - l) Proposal due date
  - m) Mandatory Subcontracting Minimum
  - n) Outreach Program or SBE Program requirements
  - o) Liquidated damages
3. Upon completion of the joint scoping process, the County will issue a Request for Proposal and a draft Detailed Scope of Work, which will require the Contractor to prepare a Job Order Proposal for the work under consideration. When an acceptable Detailed Scope of Work has been prepared, the County will issue a Request for Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and

the County, will be the basis on which the Contractor will develop his/her Job Order Proposal and the County will evaluate the Job Order Proposal. The Contractor does not have the right to refuse to perform any task or any work in connection with a particular Project.”

Add the following:

“4. The County may award an individual Job Order to any selected Contractor. Selection of the Contractor and award of the Job Order will be in compliance with established County procedures and based on one or more of the following criteria:

- a) Rotational selection among all Contractors, unless otherwise determined by the County.
  - b) Evaluation of past and current performance on Job Orders of a similar nature and type of work, project size, construction management challenges, schedule performance, design management requirements, etc.
  - c) Balancing of workload (Job Order dollar volume and construction backlog) among Contractors.
  - d) Management of Job Order dollar volume within bonding limitations of the Contractor.
  - e) Price, as it relates to the County’s independent cost estimate.
  - f) Contractor’s responsiveness to the County on Job Orders.
- Other appropriate criteria as deemed in the best interest of the County.”

Replace the following:

“E. Proposal Development:

1. The Contractor will prepare Job Order Proposals in accordance with the following:
  - a) Pre-priced Tasks: For Pre-priced Tasks, the Contractor shall identify the task and quantities required from the CTC. The Unit Price set forth in the CTC shall serve as the base price for the purpose of the operation of this provision. The Contractor's Job Order Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the Job Order Proposal shall include, but not be limited to, design drawings, calculations, catalog cuts, specifications, and architectural renderings, subcontractor list, required Outreach Program and construction schedule.
  - b) Non Pre-priced Tasks: Non Pre-priced Tasks, if any, shall be separately identified and submitted in the Job Order Proposal. A Non Pre-priced Task is a Task that is not set forth in the CTC. Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:

- 1) Complete specifications and technical data, including task content, catalog cuts, specifications, support drawings, job cost data, quality control and inspection requirements.
- 2) Work schedule.
- 3) Costing data shall include a cost analysis report, establishing the basis for selecting the approach proposed for accomplishment of the requirements. Unless otherwise directed by the County and if the Contractor will perform the work with its own forces, costing data will be submitted demonstrating that the Contractor sought and received three quotes and to the extent possible used Pre-priced Tasks for labor and equipment from the CTC. The Contractor shall provide an installed Unit Price (or demolition price if appropriate), which shall include all costs required to accomplish the Non Pre-priced Task. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The County may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- 4) The Contractor's Job Order Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the tasks proposed are reasonable for the work to be performed. Documentation to be submitted with the proposal shall include, but not be limited to:
  - a) Job Order Price Proposal
  - b) Other requested Documents"

Replace the following:

- 5) Contractor's Job Order Proposal shall be submitted by the date indicated on the RFP. All incomplete Job Order Proposals shall be rejected. The Job Order Price shall be the value of the approved Job Order Price Proposal. The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks. The time allowed for preparation of the Contractor's Job Order Proposal will depend on the complexity and urgency of the Job Order. On complex Job Orders, such as Job Orders requiring engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents and the proposal and so reflected in the proposal due date entered on the RFP. In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal may be required quickly, and the due date will be so indicated on the RFP or the Contractor may be directed to begin work immediately with the paperwork to follow."
- 6) Three calendar days after the submission of the Job Order Proposal, the requested outreach program documentation will be due.

Add the following:

- 7) The Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing. All costs are included in the contractor's Adjustment Factor.
- 8) Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefore. If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid without mark-up. The cost of expediting services or equipment use fees are not reimbursable."
- 9) The Contractor may choose the means and methods of construction; subject however, to the County's right to reject any means and methods proposed by the Contractor that will constitute or create a hazard to the work, or to persons or property, will not produce finished Work in accordance with the terms of the Contract, or unnecessarily increases the price of the Job Order when alternative means and methods are available."

F. Review Of Job Order Proposal and Issuance Of Job Order:

Replace the following:

- "3. The County reserves the right to reject a Job Order Proposal for any reason. The County also reserves the right not to issue a Job Order if that is determined to be in the County's best interests to do so or if the proposed cost exceeds the County's estimate. In these instances, the Contractor has no claim to recoup expenses incurred in preparing the Job Order Proposal or any other expenses. The County may pursue the performance of any work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, and the costs to review the Job Order Proposal with the County.
- "4. By submitting a signed Job Order Proposal to the County, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Request for

Proposal for the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced and Non Pre-priced tasks and quantities in the Job Order Proposal and apply the appropriate Adjustment Factor(s) prior to delivering it to the County. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

- “5. Each Job Order issued to the Contractor shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time which shall dictate the obligations of the Contractor. The Job Order Proposal does not govern the obligations of the Contractor or define the Scope of Work. All clauses of this Contract shall be applicable to each Job Order. Job Orders will be written on an appropriate form. The Job Order, signed by a duly authorized agent, constitutes the County's acceptance of the Contractor's price to complete the Detailed Scope of Work and compliance with the County's Outreach Program or SBE Program requirements. A signed copy will be provided to the Contractor.
- “6. In the event that immediate emergency response is necessary, the Contractor shall be required to conform to alternative procedures as established by the County. This alternative procedure may be more burdensome to the Contractor than the procedure described in this section. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Request for Proposal, Detailed Scope of Work, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures.”

G. Computer And Communications Equipment Requirements:

Replace the following:

- “1. The Contractor must maintain in an operational condition, a computer system capable of operating the JOC Management System supplied by the County. The Contractor may include the cost of the system in its Adjustment Factor. The computer system must consist of at a minimum:
- “a. Computer system capable of running high speed internet and propriety eGordian® JOC Software.
  - b. High Speed Internet Connection with individual email accounts for each of the Contractor’s Project Managers.
- “2. Job Order Contracting Software  
See Attachment 1 for Job Order Contracting System License and Fee Agreement

The Owner selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Information Management System (“JOC IMS”), construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this

Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a 1% JOC System License Fee to obtain access to the **Gordian JOC Solution™**. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of this Contract. The Contractor shall include the JOC System License Fee in the Adjustment Factors.

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, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the County 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 provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the County 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.

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. The Contractor License Fee shall be included in the Contractor's overhead costs, shall not be included as an additional line item cost in Job Order 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. 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. The Contractor shall remit the Contractor License Fees as follows:

Payments Made Payable to:	The Gordian Group, Inc.
Mail Checks to:	P.O. Box 751959
	Charlotte, NC 28275-1959

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, this JOC System License shall take precedence.”

5. SECTION 12. Conduct of Work.

Replace the following:

- “C. The Contractor shall personally superintend the Work and shall maintain a competent superintendent or foreman at all times until the Work is accepted by the County. This person shall be acceptable to the County and shall have a cell phone at which he or she can be reached at all times. This superintendent shall be empowered to act in all matters pertaining to the Work. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall participate in County requested job meetings at the project side at times requested by the County during Normal Working Hours. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the County of a substitute Superintendent. At all times, the Contractor shall provide at least one Superintendent for every four Job Orders. Whenever, in the sole discretion of the County, the Contractor is not providing a sufficient level of supervision, the County may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day’s work; and develop a site specific quality control program, all at no cost to the County. In the event the County’s personnel are required to provide direction or supervision of the work in the field because the Contractor has not provided

sufficient supervision, the Contractor shall reimburse the County \$125 per hour for such effort.”

6. SECTION 16. Interpretation of Contract Requirements.

Replace the following:

“B. Conflicts in the Contract Documents: In case of discrepancies or conflicts in information or requirements within the Contract Documents or between different parts of the Contract Documents, the following order of precedence shall apply with item number one (1) representing the highest precedence:

1. Agreement
2. Addenda (later takes precedence over earlier)
3. Job Orders (Including Detailed Scopes of Work and Requests for Proposals)
4. Project Manual
5. The Construction Task Catalog®
6. Technical Specifications

7. SECTION 22. Changes in Work.

Add the following:

“D. The County reserves the right to cancel any Job Order in its entirety. The County will issue a Cancellation Notice when canceling any Job Order.

“E. Should any Job Order work item be deleted, the Job Order Price shall be reduced by the amount in the accepted Job Order Price Proposal for that work item. As necessary, the amount shall be calculated by using the appropriate pre-set Unit Price associated with the item in the CTC, multiplied by the quantity to be deleted, multiplied by the appropriate Adjustment Factor. The result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

“F. If the County issues written notice of cancellation of the Work after the Work commences or after Contractor has ordered acceptable materials that cannot be cancelled, payment will be made to Contractor for the direct costs of the Work actually performed.



- “G. If part of such Work becomes unnecessary due to actual site conditions, payment will be made to Contractor for only the direct costs of such Work actually performed.
- “H. Contractor will not be compensated for costs incurred after receipt of the County’s written notice cancelling or deleting the Work item or Job Order.
- I. Materials ordered by Contractor prior to the County's issuance of a notice of deletion or cancellation, and paid for by the County, shall become the property of the County and the County will pay for the actual cost of any further handling of such material. If the material is returnable to the vendor, and if the County so directs, the material shall be returned, and Contractor will be paid only for the actual charges made by the vendor for returning the material including restocking charges.”

8. SECTION 28. Progress Payments, Final Payments and Waiver to Claims.

Add the following:

“The County will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, the County may make partial, monthly payments based on a percentage of the work completed.

Before submitting an Application for Payment (Final or Partial) the Contractor shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.”

10. SECTION 34 “Disputes”

Add the following:

“Contractor and Public Agency shall make good faith attempts to resolve any and all disputes that may from time to time arise during the performance of the work covered by this contract. If the Contractor considers any work demanded of him to be outside the requirements of the contract, or if he considers any instruction, meaning, requirement, ruling, or decision of the Public Agency or Architect to be unauthorized, he shall within seven calendar days after such demand is made, or instruction is given, file a written protest with the Public Agency stating clearly and in detail his objections, and reasons therefore. The Contractor shall promptly comply with the work demanded of him even though a written protest has been filed. If a written protest is not issued within seven calendar days, the Contractor shall waive his right of further claims on the specific issue.

The County Capital Projects Division Manager will review the Contractor's written protest and provide a decision. If after receiving the decision the Contractor still considers the work demanded of him to be outside the requirements of the contract, he shall, within seven calendar days after receiving the County Capital Projects Division Manager, notify the Public Agency in writing that a claim will be filed. Within 30 calendar days of receiving the County Capital Projects Division Manager's decision, the Contractor shall

submit his claim and all arguments, justification, cost or estimates, schedule analysis, and detailed documentation supporting his position.

If notice is not given within the seven calendar days referenced above, the Contractor shall be deemed to have concurred with the County Capital Projects Division Manager's decision and no further protest or claim will be considered with respect to that issue. No claim, arguments, justification, cost estimates, schedule analysis or documentation in support of the Contractor's position will be accepted after the 30 days referenced above."

## SUPPLEMENTARY GENERAL CONDITIONS - 2

These Supplementary Conditions apply to FEMA funded County projects and job orders. The County anticipates that most projects performed through the Job Order Contracting program will not be FEMA funded.

### SUPPLEMENTARY CONDITIONS – FEMA FUNDED PROJECT

The Agreement/Contract (collectively, “Contract”) may be funded in whole or in part by federal grant funding received by Contra Costa County (“County”) from the Federal Emergency Management Agency (“FEMA”), which is part of the United States Department of Homeland Security (“DHS”). Therefore, Consultant/Contractor (collectively, “Contractor”) must comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to, the contractual provision set forth in Title 2 of the Code of Federal Regulations, Part 200, in connection with Contractor’s performance of the work or services covered by the Contract (the “Project”). All such federal laws and regulations shall be deemed to be inserted in the Contract and the Contract shall be read and enforced as though such federal laws and regulations were included therein.

Anything to the contrary herein notwithstanding, all FEMA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Contract. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County request that would cause County to be in violation of these FEMA terms and conditions or any other federal law or regulation applicable to the receipt of FEMA grants. If any provision of the Contract shall be such as to effect noncompliance with any FEMA requirement, such provision shall not be deemed to form a part thereof, but the balance of the Contract shall remain in full force and effect.

In addition, Contractor agrees to the following specific provisions:

#### 1.1 Debarment

- .1 Contractor and any prospective lower tier participant (subcontractor, subconsultant, supplier) certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .2 County will ensure Contractor and any lower tier participant are not debarred by checking the government’s Excluded Parties List System prior to executing a contract.

#### 1.2 Cost Plus Percentage Not Allowed

- .1 Notwithstanding any provisions in the agreement to the contrary, Contractor and any prospective lower tier participant are prohibited from using cost plus percentage contracts. This includes, but is not limited to, the use of percentages for change orders or mark-ups on subcontractors or materials. Cost plus fixed fee,

either lump sum or unit price, is authorized.

### 1.3 Additional Federal Contracting Requirements

- .1 Contractor must comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41CFR chapter 60).
- .2 Contractor must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.
- .3 Contractor must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients of federal funding from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).
- .4 Contractor must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. Implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
- .5 Contractor must comply with Title VIII of the Civil Rights Act of 1968, which prohibits Contractors from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).
- .6 Contractor must comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).
- .7 Contractor must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
  - a. This project is a public work in the State of California, funded in whole or in part with public funds. Therefore, the higher of the two applicable prevailing wage rates, federal or state, will be enforced.
- .8 Contractor must comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of

Labor regulations (29 CFR Part 5).

- .9 Contractor must provide reporting as specified in the plans, specifications and deliverables section of the contract.
- .10 County shall have patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- .11 County shall have copyrights and rights respective to any data which arises or is developed in the course of or under such contract.
- .12 The City, County, State, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- .13 Contractor must maintain records for three years after grantees or subgrantees make final payments and all other pending matters are closed.
- .14 Contractor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)
- .15 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- .16 Contractor must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).
- .17 County is entitled to exercise all administrative, contractual, or other legal remedies permitted by law to enforce Contractor's compliance with the terms of the Contract.
- .18 Contractor must acknowledge its use of federal funding when issuing requests for proposals, bid invitations, and other documents describing the Project in connection with performing the Contract.

- .19 If Contractor collects PII (Personally Identifiable Information) in connection with the Project, Contractor is required to have a publicly-available privacy policy that describes what PII they collect, how they use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.
- .20 Contractor must comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), which is adopted at 2 C.F.R Part 3001, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- .21 Contractor must comply with the requirements of 31 U.S.C. § 3729 which sets forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.
- .22 Contractor must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- .23 Contractor must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (“LEP”) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation.
- .24 Contractor must comply with 31 U.S.C. §1352, which provides that none of the funds provided under an award may be expended by Contractor to pay any person to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.
- .25 Unless otherwise provided by law, Contractor is subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. Contractor is subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.
- .26 Contractor must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

- .27 Contractor must comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104). This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007. Full text of the award term is located at 2 CFR § 175.15.
- .28 Contractor must comply with the Rehabilitation Act of 1973, including all sections, that prohibits discrimination on the basis of disability. The standards for deciding if employment discrimination exists under the Rehabilitation Act are the same as those used in Title I of the Americans with Disabilities Act.
- .29 Contractor must maintain the currency of the information in the Universal Identifier and System of Award Management (SAM) until submission of the final financial report required under the award or receive final payment, whichever is later, as required by 2 C.F.R. Part 25.
- .30 Contractor must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.
- .31 Contractor must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.
- .32 Contractor must obtain DHS’s approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
- .33 Contractor must acknowledge and agree—and require any subcontractors, successors, transferees, and assignees to acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Additionally:
  - a. Contractor must cooperate with any compliance review or complaint investigation conducted by DHS;
  - b. Contractor must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance;
  - c. Contractor must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports;
  - d. Contractor must comply with all other special reporting, data collection, and

- evaluation requirements, as prescribed by law or detailed in program guidance;
- e. if, during the past three years, Contractor has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, Contractor must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS awarding office (FEMA) and the DHS Office of Civil Rights and Civil Liberties; and
  - f. in the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against Contractor, or Contractor settles a case or matter alleging such discrimination, Contractor must forward a copy of the complaint and findings to the DHS Component and/or awarding office (FEMA).
- .34 Contractor and any prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- .35 Small and Minority Businesses: The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

The United States has the right to seek judicial enforcement of these obligations.



## SUPPLEMENTARY GENERAL CONDITIONS - 3

In cases where a Job Order is funded wholly or partially with federal funds, Contractor will comply with all applicable provisions of federal law.

## SUPPLEMENTARY CONDITIONS – FEDERALLY FUNDED JOB ORDERS

Refer to the following links for federal guidelines:

[https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?gp=&SID=e2fb8faf658f113bf606a3e6d7808e16&mc=true&tpl=/ecfrbrowse/Title02/2tab_02.tpl)

<https://www.acquisition.gov/?q=browsefar>

Contractor shall comply with all federal regulations relating to the performance of Work funded in whole, or in part, with federal funds. In addition, Contractor agrees to flow-down all applicable clauses to lower-tier subcontractors including, but not limited to the following:

### **1. FEDERAL REQUIREMENTS ON ALL PURCHASES**

- 1.1. Security Requirements (applicable if access to classified material is involved) FAR 52.204-2
- 1.2. Equal Employment Opportunity - Executive Order 11246 as amended by Executive Order 11375 and supplemented by 41CFR part 60
- 1.3. Copeland Anti-kickback Act (for construction and repair) 18 USC 874 as supplemented by Department of Labor regulations 29 CFR part 3
- 1.4. Davis-Bacon Act, as amended 40 USC 276a to a-7 and supplemented by Department of Labor regulations 29 CFR part 5
- 1.5. Contract Work Hours and Safety Standards Act 40 USC 327-333 and supplemented by Department of Labor regulations 29 CFR part 5.
- 1.6. Rights to Inventions Made under a Contract or Agreement - 37 CFR part 401
- 1.7. Preference for Privately Owned U.S.-Flag Commercial Vessels - FAR 52.247-64
- 1.8. Hazardous Material Identification and Material Safety Data policy (when applicable) FAR 52.223-3 17.9 Filing of Patent Applications – Classified Subject Matter FAR 52.227-10
- 1.9. Patents Rights – Ownership by Contractor and Government FAR 52.227-11 and 52.227.13
- 1.10. Rights in Data – General FAR 52.227-14
- 1.11. Authorization and Consent Patents and Copyrights 52.227-1
- 1.12. Notice and Assistance Regarding Patent and Copyright Infringements FAR 52.227.2
- 1.13. Buy American Act – Supplies FAR 52.225-3
- 1.14. Government Property FAR 52.245-5
- 1.15. Notice of Radioactive Materials FAR 52.223-7
- 1.16. Privacy Act FAR 52.224-2

### **2. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$2,500**

- 2.1. Restrictions on Certain Foreign Purchases FAR 52.225-13
- 2.2. McNamara –O’Hara Service Contracts Act 41 U.S.C. 351 et seq.

- 3. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$10,000**
  - 3.1. Prohibition of Segregated Facilities FAR 52.222-21
  - 3.2. Equal Opportunity FAR 52.222-26
  - 3.3. Affirmative Action for Workers with Disabilities FAR 52.222-36
  - 3.4. Walsh-Healy Public Contracts Act FAR 52.222.20
- 4. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$25,000**
  - 4.1. Affirmative Action for Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-35
  - 4.2. Employment Reports on Special Disabled Veterans and Vietnam of the Vietnam Era FAR 52.222-37
  - 4.3. Debarment and Suspension FAR 52.209-6
- 5. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$100,000**
  - 5.1. Anti-kickback procedures FAR 52.203-7
  - 5.2. Restrictions on Subcontractor Sales to the Government FAR 52-203.6
  - 5.3. Audit and Records Negotiation (if document was entered by negotiation) FAR52.215.2
  - 5.4. Integrity of Unit Prices FAR 52.215-14
  - 5.5. Contract Work Hours and Safety Standards Act FAR 522.222-4
  - 5.6. Clean Air and Water FAR 52.223-2
  - 5.7. Clean Air Act (42 U.S.C. 7401 et seq.)
  - 5.8. Federal Water Pollution Control Act 33 U.S.C. 1251, et seq.
  - 5.9. Drug-Free Workplace FAR 52.223-6
  - 5.10. Byrd Anti-Lobbying Amendment 31 U.S.C. 1352
  - 5.11. Utilization of Small Business Concerns FAR 52.219-8
  - 5.12. Preference for US Flag Carriers FAR 52.247-63
  - 5.13. Toxic Chemical Release Reporting 52.223-14
- 6. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$500,000**
  - 6.1. Cost Accounting Standards – Educational Institutions FAR 52.230-5
  - 6.2. Administration of Cost Accounting Standards FAR 52.230-6
- 7. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$550,000**
  - 7.1. Price Reduction for Defective Cost or Pricing Data FAR 52.215-10
  - 7.2. Subcontractor Cost or Pricing Data FAR 52.215-12
  - 7.3. Subcontractor Cost or Pricing Data – Modifications FAR 52.215-13
- 8. FEDERAL REQUIREMENTS ON PURCHASES GREATER THAN \$650,000**
  - 8.1. Small Business and Small Disadvantaged Business Subcontracting Plans FAR 52.219-9
  - 8.2. Liquidated Damages – Subcontracting Plan FAR 52.219-16
- 9. AFFIRMATIVE ACTION**

Contractor shall not maintain or provide racially segregated facilities for employees at any establishment under his control. Contractor agrees to adhere to the principles set forth in Executive Orders 13672 and 11375, Section 503 of the Rehabilitation Act of 1973, and USC 2012 (Disabled Veterans and Veterans of the Vietnam Era), and to undertake specifically: to maintain employment policies and practices that affirmatively promote equality of

opportunity for minority group persons and women; to take affirmative steps to hire and promote women and minority group persons at all job levels and in all aspects of employment; to communicate this policy in both English and Spanish to all persons concerned within his company, and to discuss with TTUS the policies and practices relating to Contractor's Affirmative Action program.

**10. FEDERAL EQUAL OPPORTUNITY**

Contractor and any Subcontractors shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime Contractors and Subcontractors to employ and advance in employment qualified individuals with disabilities.

END OF SUPPLEMENTARY CONDITIONS



**DIVISION C. PROPOSAL (BID FORM) FOR JOB ORDER CONTRACTS 025, 026, 027 & 028**

BIDS WILL BE RECEIVED UNTIL THE 22<sup>nd</sup> day of May, 2024 at 2:00pm in the Public Works Department Office located at 255 Glacier Drive, Conference Room G, Martinez, CA 94553-4825.

(1) TO THE DIRECTOR OF PUBLIC WORKS, WARREN LAI, PUBLIC WORKS DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**JOB ORDER CONTRACTS 025, 026, 027 & 028**

Authorization No.: W4011C

in strict conformity with the Specifications, and other contract documents on file at the Office of the Clerk of the Board of Supervisors, First Floor, Administration Building, 1025 Escobar Street, Martinez, California, 94553, for the following sums; namely:

**SCOPE OF BIDS**

The undersigned, doing business under the name of

Aztec Consultants, declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of Contra Costa, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The Adjustment Factor shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. 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. The Award Criteria Figure, carried out to four (4) decimal places, will be used to determine the low bidder. 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).

**ADJUSTMENT FACTORS**

Shall include all of the work:

**General Facilities Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays in General Facilities, 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:

1.1335

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

**General Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours, where the majority of shift work takes place outside of Normal Working Hours between 5:00 PM to 8:00 AM and any time on Saturdays, Sundays and County Holidays in General Facilities, 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:

1.1425

**Detention Facilities\*\* Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays within Detention Facilities and/or Juvenile Justice Centers, 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:

1.1450

**Detention Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours where the majority of shift work takes place outside the hours of Normal Working Hours between 5:00 PM and 8:00 AM and any time on Saturdays, Sundays and County Holidays, in Detention Facilities and/or Juvenile Justice Centers, 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:

1.1575

**OSHPD/HCAi Facilities\*\* Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays in OSHPD/HCAi Facilities defined as Hospital and/or In-Patient Medical Facilities, 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:

1.1625

**OSHPD/HCAi Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours, where the majority of shift work takes place outside the hours of Normal Working Hours between 5:00 PM and 8:00 AM, and any time on Saturdays, Sundays and County Holidays in OSHPD/HCAi Facilities defined as Hospital and/or In-Patient Medical Facilities, 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:

1.1775

\* Bids will be rejected, as non-responsive if the 'Other than Normal Working Hours' Adjustment Factors are not greater than the 'Normal Working Hours' Adjustment Factors.

\*\* Bids will be rejected as non-responsive if the Detention Facilities and OSHPD/HCAi Facilities Adjustment Factors are not equal to or greater than the General Facilities Adjustment Factors. Detention Facilities Adjustment Factors apply when Work is performed within a secured area Detention Facilities and Juvenile Justice Centers. OSHPD/HCAi Facilities Adjustment Factors apply when Work is performed within a Hospital and/or In-Patient Medical Facility. General Facilities Adjustment Factors apply for all other locations.

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

**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. Carry out all Lines to the 4<sup>th</sup> decimal place. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Line 1.	General Facilities Normal Working Hours Adjustment Factor	1. 1.1335
Line 2.	Multiply Line 1 by 50% = (0.50 x Line 1)	2. 0.5667
Line 3.	General Facilities Other than Normal Working Hours Adjustment Factor	3. 1.1425
Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	4. 0.1142
Line 5.	Detention Facilities Normal Working Hours Adjustment Factor	5. 1.1450
Line 6.	Multiply Line 5 by 15% = (0.15 x Line 5)	6. 0.1717
Line 7.	Detention Facilities Other than Normal Working Hours Adjustment Factor	7. 1.1575
Line 8.	Multiply Line 7 by 5% = (0.05 x Line 7)	8. 0.0579
Line 9.	OSHPD/HCAi Facilities Normal Working Hours Adjustment Factor	9. 1.1625
Line 10.	Multiply Line 9 by 15% = (0.15 x Line 9)	10. 0.1744
Line 11	OSHPD/HCAi Facilities Other than Normal Working Hours Adjustment Factor	11. 1.1775
Line 12	Multiply Line 11 by 5% = (0.05 x Line 11)	12. 0.0589
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 (This is the Award Criteria Figure)	ACF = 1.1438

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

The bidder shall set forth for each Line, in clearly legible figures, the Adjustment Factors, the weighted Adjustment Factors and an Award Criteria Figure (the Sum of the weighted Adjustment Factors) in the respective spaces provided for this purpose. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive.

In case of a discrepancy between the Adjustment Factors and the Award Criteria Figure (summation of weighted Adjustment Factors), the Adjustment Factors will prevail. The Owner will correct and revise the total Award Criteria Figure accordingly.

(2) It is understood that this bid is based upon a Contract Term of 365 calendar days from and after the starting date as established by the Notice to Proceed issued for the first Job Order issued under this Contract. Completion of the work for Job Orders will be defined in calendar days from and after the starting date as established by the Job Order Notice to Proceed.

(3) It is understood, with due allowances made for unavoidable delays, that if the Contractor should fail to complete the Job Order Work within the stipulated time, then, he/she shall be liable to the Public Agency in the amount as detailed in Section 5 of Division D of the Specifications for each calendar day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(4) The undersigned is familiar with the Construction Task Catalog®, Technical Specifications, Contract Specifications, and other Contract Documents.

(5) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(6) The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner 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.

(7) 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.

(8) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder.



DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028

(9) Attachments are: (BIDDERS: Please ensure the following attachments are included in your proposal.)

- a) A list of the names and locations of the place of business of the subcontractors.
- b) Non-collusion Affidavit form.
- c) Bid security as required in the Notice to Contractors.

\_\_\_ Cash    X Bidder's Bond    \_\_\_ Cashier's Check    \_\_\_ Certified Check

(10) The following addenda are hereby acknowledged as being included in the bid:

Addendum # 1    dated 5/1/24  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_

(11) Firm AZTEL CONSULTANTS

By E. Frank Duarte  
Print Name

[Signature]  
Signature

Title President

Address 2021 Omega Road, Ste. 200 San Ramon, CA 94583

Phone: (925) 837-1050 Fax: (925) 837-1652

Federal Taxpayers I.D. or Social Security No. 680262823

Dated this 22nd day of May, 2024.

Please be  
sure to  
sign.

**NOTE:** Have you read the Division E Outreach Program and Mandatory Subcontractor Minimum requirements for this project? Have you registered with the Department of Industrial Relations?

- (12) Licensed in accordance with an act providing for the registration of Contractors: Classification and License No. A&B 659133, Expiration Date 11/30/2024.
- (13) Department of Industrial Relations Public Works Contractor Registration Number 1000000090.
- (14) Representations made herein are made under penalty of perjury.
- (15) Please refer to Division B, Section 9. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

**\*\*\* PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-6 AND INCLUDE THE ATTACHMENTS NOTED IN SECTION (9) ABOVE WHEN SUBMITTING YOUR BID \*\*\***

JKA:sl

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY

DIVISION C - 5

BIDDER AND SUBMITTED WITH BID

State of California }  
County of Contra Costa } ss

E. Frank Duarte, being first duly sworn, deposes and says that he or she is President of Aztec Consultants the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: 5/22/24  
Signed: [Signature]

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

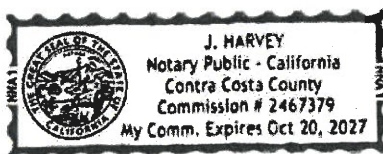
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
 ) ss.  
County of Contra Costa )

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dated: 5/22/24  
[NOTARIAL SEAL]



[Signature]  
Notary Public



## BID BOND

**KNOW ALL MEN BY THESE PRESENTS**, that we, the undersigned

Aztec Consultants, Inc. as Principal, and  
(name of contractor)

Great American Insurance Company as Surety,  
(name of surety)

are hereby held and firmly bound unto The County of Contra Costa as Owner  
(name of owner)

in the penal sum of Ten Percent of the Total Amount Bid-----

Dollars (\$ 10%----- ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this 21st day of May, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to The County of Contra Costa a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the \_\_\_\_\_

CONTRA COSTA COUNTY JOB ORDER CONTRACTS - 025, 026, 027 & 028

### **NOW, THEREFORE,**

- (a) If said Bid shall be rejected or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.


Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation, as herein stated.

The Surety, for value received hereby stipulated and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive a notice of any such extension.

*IN WITNESS WHEREOF*, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.


ATTEST:

\_\_\_\_\_  
(SEAL)

Aztec Consultants, Inc.  
Principal  
BY:   
E. Frank Duarte, President

ATTEST:

  
Monica M. Davey  
(SEAL)

Great American Insurance Company  
Surety  
BY:   
Laura L. Plaisant Attorney-in-Fact

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Contra Costa

On May 22, 2024 before me, J. Harvey, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared E. Frank Duarte

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 J. Harvey  
Signature of Notary Public

## 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 the form to another document.

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: \_\_\_\_\_ Number of Pages: 1

Signer(s) Other Than Named Above: Great American Insurance Company

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

Signer's Name: E. Frank Duarte

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
Aztec Consultants, Inc.

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: \_\_\_\_\_



**CALIFORNIA ACKNOWLEDGMENT****CIVIL CODE § 1189**

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

State of California

County of Contra CostaOn May 21, 2024

Date

before me, Shawndrae N. Johnston, Notary Public

Here Insert Name and Title of the Officer

personally appeared Laura L. Plaisant

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 and/or Stamp Above

Signature

Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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

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

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

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

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

# 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 SIX

No. 0 22216

## 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
MARK C. JOHNSON	JEFF PREVOST	ALL
JAMES P. VAWTER	LAURA L. PLAISANT	\$100,000,000
ROBERT J. SIMMONS, JR.	CATHY D. GAGNON	

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 13TH day of JULY, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



*My L C. B.*

Assistant Secretary

*Mark V. Vicario*

Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 13TH day of JULY

2023, before me personally appeared MARK VICARIO, 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.

MARK VICARIO (877-377-2405)



SUSAN A KOHORST  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2025

*Susan A Kohorst*

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

21st

day of

May

2024



*My L C. B.*

Assistant Secretary

PROPOSAL FOR JOB ORDER CONTRACTS 025, 026, 027 & 028

<b>SUBCONTRACTORS</b>
HAZARD CONCRETE 127 MONTE SERENO PLACE ALAMO, CA 94507
ELEVATOR TECHNOLOGY 2050 ARROYO VISTA WAY EL DORADO HILLS, CA 95762
SUNRISE GRADING & PAVING 588 LOTT DRIVE BRENTWOOD, CA 94513
COX COMMERCIAL FLOORING, INC 1124 WILLOW PASS COURT CONCORD, CA 94520
GATEWAY LANDSCAPE CONSTRUCTION 6735 SIERRA COURT, STE. A DUBLIN, CA 94568





Contra Costa County  
**Public Works**  
D e p a r t m e n t

Warren Lai, Director

Deputy Directors  
Stephen Kowalewski, Chief  
Allison Knapp  
Carrie Ricci  
Joe Yee

---

**PROJECT TITLE: JOB ORDER CONTRACTS – JOCs 025, 026, 027 & 028**

BID OPENING DATE: May 22, 2024

TIME: 2:00 P.M.

ARCHITECT'S BASE BID ESTIMATE: \$3,000,000

PROJECT NO.: **000-2402/W4011C**

	NAME OF PLAN HOLDER	AWARD CRITERIA FIGURE
1	Aztec Consultants	1.1438 2nd Place
2	MVP Construction, LLC.	1.1390 1st Place
3	Mark Scott Construction, Inc.	1.1470 3rd Place
4		
5		

---

*"Accredited by the American Public Works Association"*  
255 Glacier Drive, Martinez, CA 94553-4825  
TEL: (925) 957-2480 • FAX: (925) 228-2437  
[www.cccpublicworks.org](http://www.cccpublicworks.org)



**DIVISION C. PROPOSAL (BID FORM) FOR JOB ORDER CONTRACTS 025, 026, 027 & 028**

BIDS WILL BE RECEIVED UNTIL THE 22<sup>nd</sup> day of May, 2024 at 2:00pm in the Public Works Department Office located at 255 Glacier Drive, Conference Room G, Martinez, CA 94553-4825.

(1) TO THE DIRECTOR OF PUBLIC WORKS, WARREN LAI, PUBLIC WORKS DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**JOB ORDER CONTRACTS 025, 026, 027 & 028**

Authorization No.: W4011C

in strict conformity with the Specifications, and other contract documents on file at the Office of the Clerk of the Board of Supervisors, First Floor, Administration Building, 1025 Escobar Street, Martinez, California, 94553, for the following sums; namely:

**SCOPE OF BIDS**

The undersigned, doing business under the name of

Mark Scott Construction Inc.

\_\_\_\_\_, declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of Contra Costa, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The Adjustment Factor shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. 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. The Award Criteria Figure, carried out to four (4) decimal places, will be used to determine the low bidder. 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).

**ADJUSTMENT FACTORS**

Shall include all of the work:

**General Facilities Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays in General Facilities, 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:

1.1050

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

**General Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours, where the majority of shift work takes places outside of Normal Working Hours between 5:00 PM to 8:00 AM and any time on Saturdays, Sundays and County Holidays in General Facilities, 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:

1.1200

---

**Detention Facilities\*\* Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays within Detention Facilities and/or Juvenile Justice Centers, 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:

1.1400

---

**Detention Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours where the majority of shift work takes place outside the hours of Normal Working Hours between 5:00 PM and 8:00 AM and any time on Saturdays, Sundays and County Holidays, in Detention Facilities and/or Juvenile Justice Centers, 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:

1.1450

---

**OSHPD/HCAi Facilities\*\* Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays in OSHPD/HCAi Facilities defined as Hospital and/or In-Patient Medical Facilities, 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:

1.2700

---

**OSHPD/HCAi Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours, where the majority of shift work takes place outside the hours of Normal Working Hours between 5:00 PM and 8:00 AM, and any time on Saturdays, Sundays and County Holidays in OSHPD/HCAi Facilities defined as Hospital and/or In-Patient Medical Facilities, 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:

1.2750

---

\* Bids will be rejected, as non-responsive if the 'Other than Normal Working Hours' Adjustment Factors are not greater than the 'Normal Working Hours' Adjustment Factors.

\*\* Bids will be rejected as non-responsive if the Detention Facilities and OSHPD/HCAi Facilities Adjustment Factors are not equal to or greater than the General Facilities Adjustment Factors. Detention Facilities Adjustment Factors apply when Work is performed within a secured area Detention Facilities and Juvenile Justice Centers. OSHPD/HCAi Facilities Adjustment Factors apply when Work is performed within a Hospital and/or In-Patient Medical Facility. General Facilities Adjustment Factors apply for all other locations.

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

**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. Carry out all Lines to the 4<sup>th</sup> decimal place. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Line 1.	General Facilities Normal Working Hours Adjustment Factor	1. 1.1050
Line 2.	Multiply Line 1 by 50% = (0.50 x Line 1)	2. 0.5525
Line 3.	General Facilities Other than Normal Working Hours Adjustment Factor	3. 1.1200
Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	4. 0.1120
Line 5.	Detention Facilities Normal Working Hours Adjustment Factor	5. 1.1400
Line 6.	Multiply Line 5 by 15% = (0.15 x Line 5)	6. 0.1710
Line 7.	Detention Facilities Other than Normal Working Hours Adjustment Factor	7. 1.1450
Line 8.	Multiply Line 7 by 5% = (0.05 x Line 7)	8. 0.0573
Line 9.	OSHPD/HCAi Facilities Normal Working Hours Adjustment Factor	9. 1.2700
Line 10.	Multiply Line 9 by 15% = (0.15 x Line 9)	10. 0.1905
Line 11.	OSHPD/HCAi Facilities Other than Normal Working Hours Adjustment Factor	11. 1.2750
Line 12.	Multiply Line 11 by 5% = (0.05 x Line 11)	12. 0.0638
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 (This is the Award Criteria Figure)	ACF = 1.1470

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

The bidder shall set forth for each Line, in clearly legible figures, the Adjustment Factors, the weighted Adjustment Factors and an Award Criteria Figure (the Sum of the weighted Adjustment Factors) in the respective spaces provided for this purpose. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive.

In case of a discrepancy between the Adjustment Factors and the Award Criteria Figure (summation of weighted Adjustment Factors), the Adjustment Factors will prevail. The Owner will correct and revise the total Award Criteria Figure accordingly.

(2) It is understood that this bid is based upon a Contract Term of 365 calendar days from and after the starting date as established by the Notice to Proceed issued for the first Job Order issued under this Contract. Completion of the work for Job Orders will be defined in calendar days from and after the starting date as established by the Job Order Notice to Proceed.

(3) It is understood, with due allowances made for unavoidable delays, that if the Contractor should fail to complete the Job Order Work within the stipulated time, then, he/she shall be liable to the Public Agency in the amount as detailed in Section 5 of Division D of the Specifications for each calendar day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(4) The undersigned is familiar with the Construction Task Catalog®, Technical Specifications, Contract Specifications, and other Contract Documents.

(5) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(6) The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner 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.

(7) 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.

(8) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder.

DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028

(9) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

- a) A list of the names and locations of the place of business of the subcontractors.
- b) Non-collusion Affidavit form.
- c) Bid security as required in the Notice to Contractors.

\_\_\_ Cash \_\_\_ Bidder's Bond \_\_\_ Cashier's Check \_\_\_ Certified Check

(10) The following addenda are hereby acknowledged as being included in the bid:

Addendum # 1 dated 05/01/2024  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_  
Addendum # \_\_\_\_\_ dated \_\_\_\_\_

(11) Firm Mark Scott Construction Inc.

By Mark Scott  
Print Name

  
Signature

Title President

Address 2835 Contra Costa Blvd, Pleasant Hill, CA 94523

Phone: (925)944-0502 Fax: (866)936-3604

Federal Taxpayers I.D. or Social Security No. 68-0293061

Dated this 22nd day of May, 2024.

← Please be  
sure to  
sign.

**NOTE:** Have you  
read the Division E  
Outreach Program  
and Mandatory  
Subcontractor  
Minimum  
requirements for this  
project? Have you  
registered with the  
Department of  
Industrial Relations?

- (12) Licensed in accordance with an act providing for the registration of Contractors: Classification and License No. 682814, Expiration Date 12/31/25.
- (13) Department of Industrial Relations Public Works Contractor Registration Number 1000003418.
- (14) Representations made herein are made under penalty of perjury.
- (15) Please refer to Division B, Section 9. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

**\*\*\* PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-6 AND INCLUDE THE ATTACHMENTS NOTED IN SECTION (9) ABOVE WHEN SUBMITTING YOUR BID \*\*\***

JKA:sl

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY

DIVISION C - 5



BIDDER AND SUBMITTED WITH BID

State of California  
County of Contra Costa } ss

Mark Scott, being first duly sworn, deposes and says that he or she is President of Mark Scott Construction Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: 5.22.24

Signed: [Signature]

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )  
 ) ss.

County of \_\_\_\_\_ )

On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dated: \_\_\_\_\_

[NOTARIAL SEAL]

SEE ATTACHED  
\_\_\_\_\_  
Notary Public



# CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of CONTRA COSTA

On May 22, 2024  
Date

before me,

TROY BRINCAT, Notary Public

Here Insert Name and Title of the Officer

personally appeared

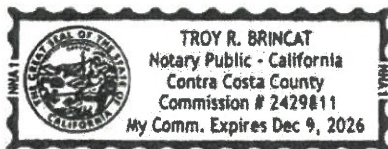
MARK SCOTT

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 and/or Stamp Above

Signature

[Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: BIDDER AND SUBMITTED WITH BID

Document Date: May 22, 2024

Number of Pages: ONE (1)

Signer(s) Other Than Named Above: NONE

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

Signer's Name: MARK SCOTT

☒ Corporate Officer – Title(s): PRESIDENT

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing: MARK SCOTT

LOW SHELTER, INC.

Signer's Name:

☐ Corporate Officer – Title(s):

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other:

Signer is Representing:

## BID BOND

### Travelers Casualty and Surety Company of America

KNOWN ALL BY THESE PRESENTS, That we, Mark Scott Construction, Inc.,  
as Principal, and Travelers Casualty and Surety Company of America, as Surety, are  
held and firmly bound unto The County of Contra Costa, as  
Obligee, in the sum of Three Hundred Thousand and Zero Cents  
Dollars ( \$300,000.00 ) for the payment of which we bind ourselves, and our  
successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a  
contract for 2024 JOC  
("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid,  
and Principal enters into a contract with Obligee in conformance with the terms of the  
bid and provides such bond or bonds as may be specified in the bidding or contract  
documents, then this obligation shall be void; otherwise Principal and Surety will pay to  
Obligee the difference between the amount of Principal's bid and the amount for which  
Obligee shall in good faith contract with another person or entity to perform the work  
covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed  
the penal sum of this bond.

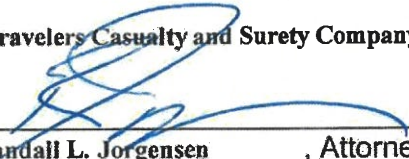
Signed this 17th day of May, 2024.

Mark Scott Construction, Inc.

(Principal)

By: 

Travelers Casualty and Surety Company of America

By:   
Randall L. Jorgensen, Attorney-in-Fact



**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Randall L. Jorgensen** of **SACRAMENTO**, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By: \_\_\_\_\_

Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **May**, 2024



Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California

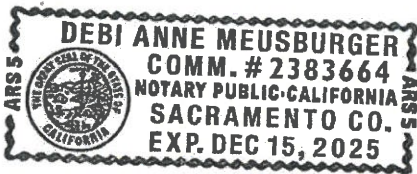
County of Sacramento

On 5/17/24  
Date

before me, Debi Anne Meusbarger, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Randall L. Jorgenson  
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

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

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

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

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

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: \_\_\_\_\_

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

M V P CONSTRUCTION LLC  
(Bidder)

**DIVISION C. PROPOSAL (BID FORM) FOR JOB ORDER CONTRACTS 025, 026, 027 & 028**

BIDS WILL BE RECEIVED UNTIL THE 22<sup>nd</sup> day of May, 2024 at 2:00pm in the Public Works Department Office located at 255 Glacier Drive, Conference Room G, Martinez, CA 94553-4825.

(1) TO THE DIRECTOR OF PUBLIC WORKS, WARREN LAI, PUBLIC WORKS DEPARTMENT:

The undersigned hereby proposes and agrees to furnish any and all required labor, material, transportation, and services for

**JOB ORDER CONTRACTS 025, 026, 027 & 028**

Authorization No.: W4011C

in strict conformity with the Specifications, and other contract documents on file at the Office of the Clerk of the Board of Supervisors, First Floor, Administration Building, 1025 Escobar Street, Martinez, California, 94553, for the following sums; namely:

**SCOPE OF BIDS**

The undersigned, doing business under the name of

M V P CONSTRUCTION LLC

, declares that the only persons or parties interested in this Proposal as Principals are those named herein; that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed Work, the annexed proposed form of Agreement, and the Contract Documents therein referred to; that he proposes, and agrees if this Proposal is accepted, that he will contract with the County of Contra Costa, in the form of the copy of the Agreement annexed hereto, and do all the Work and furnish all the materials specified in the Contract Documents for the following amount(s). The Adjustment Factor shall include all labor, materials, equipment, supervision, overhead, profit, and incidentals necessary to complete the Work in accordance with the Contract Documents. 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. The Award Criteria Figure, carried out to four (4) decimal places, will be used to determine the low bidder. 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).

**ADJUSTMENT FACTORS**

Shall include all of the work:

**General Facilities Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays in General Facilities, 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:

1.1200

DIVISION C. **PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

**General Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours, where the majority of shift work takes places outside of Normal Working Hours between 5:00 PM to 8:00 AM and any time on Saturdays, Sundays and County Holidays in General Facilities, 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:

1.1400

**Detention Facilities\*\* Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays within Detention Facilities and/or Juvenile Justice Centers, 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:

1.1500

**Detention Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours where the majority of shift work takes place outside the hours of Normal Working Hours between 5:00 PM and 8:00 AM and any time on Saturdays, Sundays and County Holidays, in Detention Facilities and/or Juvenile Justice Centers, 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:

1.1600

**OSHPD/HCAi Facilities\*\* Normal Working Hours:** Work performed during Normal Working Hours, between the hours of 8:00 AM and 5:00 PM, Monday through Friday excluding County Holidays in OSHPD/HCAi Facilities defined as Hospital and/or In-Patient Medical Facilities, 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:

1.1700

**OSHPD/HCAi Facilities Other than Normal Working Hours\*:** Work performed during Other Than Normal Working Hours, where the majority of shift work takes place outside the hours of Normal Working Hours between 5:00 PM and 8:00 AM, and any time on Saturdays, Sundays and County Holidays in OSHPD/HCAi Facilities defined as Hospital and/or In-Patient Medical Facilities, 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:

1.1800

\* Bids will be rejected, as non-responsive if the 'Other than Normal Working Hours' Adjustment Factors are not greater than the 'Normal Working Hours' Adjustment Factors.

\*\* Bids will be rejected as non-responsive if the Detention Facilities and OSHPD/HCAi Facilities Adjustment Factors are not equal to or greater than the General Facilities Adjustment Factors. Detention Facilities Adjustment Factors apply when Work is performed within a secured area Detention Facilities and Juvenile Justice Centers. OSHPD/HCAi Facilities Adjustment Factors apply when Work is performed within a Hospital and/or In-Patient Medical Facility. General Facilities Adjustment Factors apply for all other locations.

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

**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. Carry out all Lines to the 4<sup>th</sup> decimal place. The Contractor shall perform the Tasks required by each individual Job Order using the following Adjustment Factors:

Line 1.	General Facilities Normal Working Hours Adjustment Factor	1. 1.1200
Line 2.	Multiply Line 1 by 50% = (0.50 x Line 1)	2. .5600
Line 3.	General Facilities Other than Normal Working Hours Adjustment Factor	3. 1.1400
Line 4.	Multiply Line 3 by 10% = (0.10 x Line 3)	4. .1140
Line 5.	Detention Facilities Normal Working Hours Adjustment Factor	5. 1.1500
Line 6.	Multiply Line 5 by 15% = (0.15 x Line 5)	6. .1725
Line 7.	Detention Facilities Other than Normal Working Hours Adjustment Factor	7. 1.1600
Line 8.	Multiply Line 7 by 5% = (0.05 x Line 7)	8. .0580
Line 9.	OSHPD/HCAi Facilities Normal Working Hours Adjustment Factor	9. 1.1700
Line 10.	Multiply Line 9 by 15% = (0.15 x Line 9)	10. .1755
Line 11.	OSHPD/HCAi Facilities Other than Normal Working Hours Adjustment Factor	11. 1.1800
Line 12.	Multiply Line 11 by 5% = (0.05 x Line 11)	12. .0590
Line 13.	Add Lines 2, 4, 6, 8, 10 and 12 (This is the Award Criteria Figure)	ACF = 1.1390

**DIVISION C. PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

The bidder shall set forth for each Line, in clearly legible figures, the Adjustment Factors, the weighted Adjustment Factors and an Award Criteria Figure (the Sum of the weighted Adjustment Factors) in the respective spaces provided for this purpose. Failure to submit all Adjustment Factors will result in the Bid being deemed non-responsive.

In case of a discrepancy between the Adjustment Factors and the Award Criteria Figure (summation of weighted Adjustment Factors), the Adjustment Factors will prevail. The Owner will correct and revise the total Award Criteria Figure accordingly.

(2) It is understood that this bid is based upon a Contract Term of 365 calendar days from and after the starting date as established by the Notice to Proceed issued for the first Job Order issued under this Contract. Completion of the work for Job Orders will be defined in calendar days from and after the starting date as established by the Job Order Notice to Proceed.

(3) It is understood, with due allowances made for unavoidable delays, that if the Contractor should fail to complete the Job Order Work within the stipulated time, then, he/she shall be liable to the Public Agency in the amount as detailed in Section 5 of Division D of the Specifications for each calendar day said work remains uncompleted beyond the time for completion, as and for liquidated damages and not as a penalty; it being agreed and expressly stipulated that it would be impractical and difficult to fix the actual amount of damage.

(4) The undersigned is familiar with the Construction Task Catalog®, Technical Specifications, Contract Specifications, and other Contract Documents.

(5) The undersigned has checked carefully all of the above figures and understands that the Board of Supervisors will not be responsible for any errors or omissions on the part of the undersigned in making up this bid.

(6) The weighted multipliers above are for the purpose of calculating an Award Criteria Figure only. No assurances are made by the Owner 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.

(7) 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.

(8) The undersigned hereby certifies that this bid is genuine and not sham or collusive, or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for himself/herself an advantage over any other bidder.



DIVISION C. **PROPOSAL (BID FORM) for JOB ORDER CONTRACTS 025, 026, 027 & 028**

(9) Attachments are: **(BIDDERS: Please ensure the following attachments are included in your proposal.)**

- a) A list of the names and locations of the place of business of the subcontractors.
- b) Non-collusion Affidavit form.
- c) Bid security as required in the Notice to Contractors.

\_\_\_ Cash    X Bidder's Bond    \_\_\_ Cashier's Check    \_\_\_ Certified Check

(10) The following addenda are hereby acknowledged as being included in the bid:

Addendum # 001                      dated 05.01.2024  
Addendum # \_\_\_\_\_              dated \_\_\_\_\_  
Addendum # \_\_\_\_\_              dated \_\_\_\_\_

(11) Firm M V P CONSTRUCTION LLC

By Michael Vila  
Print Name

  
Signature

Title President

Address 428 N. Buchanan Circle #15    Pacheco, CA 94553

Phone: 925-586-1478                      Fax: N/A

Federal Taxpayers I.D. or Social Security No. 83-1082895

Dated this 16th                      day of May                      , 2024.

**Please be  
sure to  
sign.**

**NOTE:** Have you  
read the Division E  
Outreach Program  
and Mandatory  
Subcontractor  
Minimum  
requirements for this  
project? **Have you  
registered with the  
Department of  
Industrial Relations?**

- (12) Licensed in accordance with an act providing for the registration of Contractors:  
Classification and License No. A, B 1047890                      , Expiration Date 12/31/2024.
- (13) Department of Industrial Relations Public Works Contractor Registration Number 1000428932.
- (14) Representations made herein are made under penalty of perjury.
- (15) Please refer to Division B, Section 9. Any alterations to this Bid Form (other than providing the required information), additions not called for, etc., may be grounds for rejection of your proposal.

**\*\*\* PLEASE BE SURE TO FILL-OUT AND INCLUDE PAGES C-1 THRU C-6 AND  
INCLUDE THE ATTACHMENTS NOTED IN SECTION (9) ABOVE WHEN  
SUBMITTING YOUR BID \*\*\***

JKA:sl

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY

DIVISION C - 5

BIDDER AND SUBMITTED WITH BID

State of California

County of Contra Costa

} ss

Michael Vila, being first duly sworn, deposes and says that he or she is President of MVP CONSTRUCTION LLC the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly, or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Dated: 5/16/2024

Signed: [Signature]

NOTE: THIS FORM MUST BE NOTARIZED

CERTIFICATE OF ACKNOWLEDGMENT

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

State of California )

) ss,

County of Contra Costa

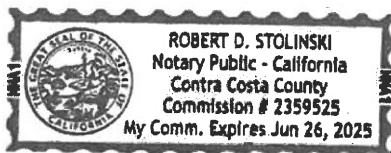
On the date written below, before me, the undersigned Notary Public, personally appeared the person(s) signing above for Contractor, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Dated: 5/16/24

[NOTARIAL SEAL]

[Signature]  
Notary Public



# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

MVP Construction LLC  
2410 Saybrook Place  
Martinez, CA 94553

**SURETY:**

(Name, legal status and principal place of business)

Markel Insurance Company  
3131 Camino del Rio North, Ste 1450  
San Diego, CA 92108

**OWNER:**

(Name, legal status and address)

The County of Contra Costa  
255 Glacier Drive, Martinez, CA 94553

**BOND AMOUNT:** Ten Percent of Amount Bid (10% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Job Order Contracts 025,026,027,028

Contra Costa County, CA

Project #, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of May, 2024

(Witness)

\*see attached notary acknowledgment

(Witness)

MVP Construction, LLC

(Principal)

President

(Title)

Markel Insurance Company

(Surety)

(Title) Richard Hallett, Attorney-in-Fact

(Seal)

(Seal)



Init.

AIA Document A310<sup>™</sup> – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA<sup>®</sup> Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA<sup>®</sup> Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.**

## ACKNOWLEDGMENT

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

State of California  
County of San Diego )

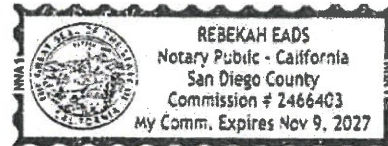
On MAY 08 2024 before me, Rebekah Eads, Notary Public  
(insert name and title of the officer)

personally appeared Richard Hallett,  
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  (Seal)



# JOINT LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That SureTec Insurance Company, a Corporation duly organized and existing under the laws of the State of Texas and having its principal office in the County of Harris, Texas and Markel Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the state of Illinois, and having its principal administrative office in Glen Allen, Virginia, does by these presents make, constitute and appoint:

Frederick M. Liebel, Elisabeth Georgeson, Lauran M. Graham, Brianna Stevenson,  
Ray Canto, Richard Hallett, Leona Evangelista, Rebekah Eads

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on their own behalf, individually as a surety or jointly, as co-sureties, and as their act and deed any and all bonds and other undertaking in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

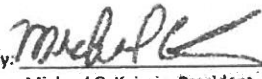
Thirty Million and 00/100 Dollars (\$30,000,000.00)

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolutions adopted by the Board of Directors of SureTec Insurance Company and Markel Insurance Company:

"RESOLVED, That the President, any Senior Vice President, Vice President, Assistant Vice President, Secretary, Assistant Secretary, Treasurer or Assistant Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the SureTec Insurance Company and Markel Insurance Company, as the case may be, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Markel Insurance Company and SureTec Insurance Company have caused their official seal to be hereunto affixed and these presents to be signed by their duly authorized officers on the 27th day of January, 2023.

SureTec Insurance Company

By:   
Michael C. Keimig, President



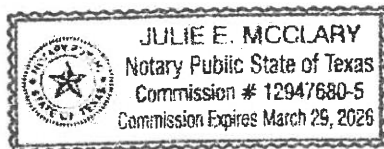
Markel Insurance Company

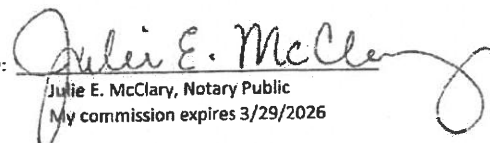
By:   
Lindey Jennings, Vice President

State of Texas  
County of Harris:

On this 27th day of January, 2023 A. D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICERS OF THE COMPANIES, to me personally known to be the individuals and officers described in, who executed the preceding instrument, and they acknowledged the execution of same, and being by me duly sworn, disposed and said that they are the officers of the said companies aforesaid, and that the seals affixed to the proceeding instrument are the Corporate Seals of said Companies, and the said Corporate Seals and their signatures as officers were duly affixed and subscribed to the said instrument by the authority and direction of the said companies, and that Resolutions adopted by the Board of Directors of said Companies referred to in the preceding instrument is now in force.

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



By:   
Julie E. McClary, Notary Public  
My commission expires 3/29/2026

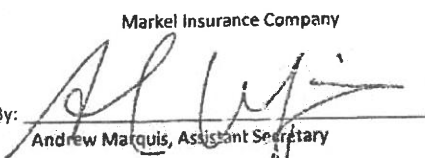
We, the undersigned Officers of SureTec Insurance Company and Markel Insurance Company do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, we have hereunto set our hands, and affixed the Seals of said Companies, on the 8th day of May, 2024.

SureTec Insurance Company

By:   
M. Brent Beaty, Assistant Secretary

Markel Insurance Company

By:   
Andrew Marquis, Assistant Secretary

Home



CONTRACTORS STATE LICENSE BOARD



## ▼ Contractor's License Detail for License # 1047890

**DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.**

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 1/5/2023 12:23:17 PM

### Business Information

MVP CONSTRUCTION LLC  
2410 SAYBROOK PLACE  
MARTINEZ, CA 94553  
Business Phone Number: (925) 586-1478

Entity Ltd Liability  
Issue Date 12/13/2018  
Expire Date 12/31/2024

### License Status

This license is current and active.

All information below should be reviewed.

### Classifications

B - GENERAL BUILDING

### Bonding Information

#### Contractor's Bond

This license filed a Contractor's Bond with HUDSON INSURANCE COMPANY.

Bond Number: 30045430

Bond Amount: \$25,000

Effective Date: 01/01/2023

Contractor's Bond History

#### LLC EMPLOYEE/WORKER BOND

This license filed a LLC Employee/Worker Bond with SURETEC INSURANCE COMPANY.

Bond Number: 3400205

Bond Amount: \$100,000

Effective Date: 12/03/2018

#### Bond of Qualifying Individual

The qualifying individual MICHAEL ANTHONY VILA certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.  
Effective Date: 12/13/2018

### Workers' Compensation

This license has workers compensation insurance with the INSURANCE COMPANY OF THE WEST

Policy Number: WLVS06437200

Effective Date: 02/22/2022

Expire Date: 02/22/2023

Workers' Compensation History