CONTRACT

(Public Works Agreement Formal Bid as Authorized by Public Contract Code Section 10122) (Siskiyou County Standard Form Contract No. 25-<u>107010-01</u>)

1. **<u>SPECIAL TERMS</u>**. These special terms are incorporated below by reference and shall be furnished by the below stated Contractor in conformance with the "Greenbook" 2024 Edition.

(See Secs. 26,2) Parties: County Department of Facilities Management (Sheriff Admin Building 305 Butte St) SISKIYOU COUNTY 1312 Fairlane Road, Suite 4 Yreka, CA 96097

and

Contractor: Ray-Mac Mechanical Inc. PO Box 995 Mt. Shasta, CA 96067

(See Sec. 26) Effective Date: February 4, 2025 (See Section 3 for starting date.)

(See Sec. 2) The Scope of Work: Exhibit A attached hereto, location 305 Butte Street, Yreka

(See Sec. 3) Completion Time: Within 365 calendar days from the start date February 4, 2025, as established in the Section 3 and 5, Notice to Proceed or Specifications

(See Sec. 4) Liquidated Damages: \$250.00 per calendar day.

(See Sec. 26) Public Agency's Agent: Thomas Deany, Director of Public Works

(See Sec. 6) Contract Price: One Hundred and Forty-Four Thousand, Four Hundred, Twenty dollars and 62/100 \$144,420.62

(See Sec. 7) Federal Taxpayers I.D.: 680482523, DIR# 1000001165, License# 803028

2. <u>WORK CONTRACT, CHANGES</u>. (a) By their signatures in Section 26, effective on the date set forth in Section 26, these parties promise and agree as set forth in this contract, incorporating by these references the material ("special terms") in Section 1.

(b) Contractor shall, at his own cost and expense, and in a workmanlike manner, fully and faithfully perform and complete the work; and will furnish all materials, labor, services and transportation necessary, convenient and proper in order fairly to perform the requirements of this contract, all strictly in accordance with the Public Agency's plans, drawings and specifications and in conformance with the "Greenbook" 2024 Edition. (c) The work can be changed only with Public Agency's prior written order specifying such change and its cost agreed to by the parties; and the Public Agency shall never have to pay more than specified in Section 7 without such an order.

3. <u>TIME</u>: NOTICE TO PROCEED. Contractor shall start this work as directed in the specifications or the Notice to Proceed; (February 4, 2025) and shall complete it as specified in Section 1.

4. LIQUIDATED DAMAGES. If the Contractor fails to complete this contract and this work within the time fixed therefor, allowance being made for contingencies as provided herein, he becomes liable to the Public Agency for all its loss and damage therefrom; and because, from the nature of the case, it is and will be impracticable and extremely difficult to ascertain and fix the Public Agency's actual damage from any delay in performance hereof, it is agreed that Contractor will pay as liquidated damages to the Public Agency the reasonable sum specified in Section 1, the result of the parties' reasonable endeavor to estimate fair average compensation therefor, for each calendar day's delay in finishing said work; and if the same be not paid, Public Agency may, in addition to its other remedies, deduct the same from any money due or to become due Contractor under this contract. If the Public Agency for any cause authorizes or contributes to a delay, suspension of work or extension of time, its duration shall be added to the time allowed for completion, but it shall not be deemed a waiver nor be used to defeat any right of the Agency to damages for non-completion or delay hereunder. Pursuant to Government Code Section 4215, the Contractor shall not be assessed liquidated damages for delay in completion of the work, when such delay was caused by the failure of the Public Agency or the owner of a utility to provide for removal or relocation of existing utility facilities.

5. **INTEGRATED DOCUMENTS**. The plans, drawings and specifications or special provisions of the Public Agency's Notice Inviting Bids, Instructions to Bidders, Proposal, Information Required of Bidder, Certifications and Affidavits, required bonds, all issued addenda to such, Contractor's accepted bid for this work, and Notive to Proceed are hereby incorporated into this contract; and they are intended to cooperate, so that anything exhibited in the plans or drawings and not mentioned in the specifications or special provisions, or vice versa, is to be executed as if exhibited, mentioned and set forth in both, to the true intent and meaning thereof when taken all together; and differences of opinion concerning these shall be finally determined by Public Agency's Agent specified in Section 1.

6. **PAYMENT**. (a) For his strict and literal fulfillment of these promises and conditions, and as full compensation for all this work, the Public Agency shall pay the Contractor the sum specified in Section 1, except that in unit price contracts the payment shall be for finished quantities at unit bid prices.

(b) On or about the fifteenth of each calendar month, the Contractor shall be paid for all work satisfactorily completed through the last day of the preceding calendar month, as determined by Public Agency or its Agent, minus 5% thereof pursuant to Public Contract Code Section 9203, but not until defective work and materials have been removed, replaced, and made good.

7. **<u>PAYMENTS WITHHELD</u>**. (a) The Public Agency or its Agent may withhold any payment, or because of later discovered evidence nullify all or any certificate for payment, to such extent and period of time only as may be necessary to protect the Public Agency from loss because of:

- (1) Defective work not remedied, or uncompleted work, or
- (2) Claims filed or reasonable evidence indicating probable filing, or
- (3) Failure to properly pay subcontractors or for material or labor, or
- (4) Reasonable doubt that the work can be completed for the balance then unpaid, or
- (5) Damage to another contractor, or
- (6) Damage to the Public Agency, other than damage due to delays.

(b) The Public Agency shall use reasonable diligence to discover and report to the Contractor, as the work progresses, the materials and labor which are not satisfactory to it, so as to avoid unnecessary trouble or cost to the Contractor in making good any defective work or parts.

(c) 35 calendar days after the Public Agency files its notice of completion of the entire work, it shall issue a certificate to the Contractor and pay the balance of the contract price after deducting all amounts withheld under this contract, provided the Contractor shows that all claims for labor and materials have been paid, no claims have been presented to the Public Agency based on acts or omissions of the Contractor, and no liens or withhold notices have been filed against the work or site, and provided there are not reasonable indications of defective or missing work or of late-recorded notices of liens or claims against Contractor.

8. **INSURANCE**. (Labor Code Sections 1860-61) On signing this contract, Contractor must give Public Agency (1) a certificate of consent to self-insure issued by the Director of Industrial Relations, or (2) a certificate of Workers' Compensation insurance issued by an admitted insurer, or (3) an exact copy or duplicate thereof certified by the Director or the insurer. Contractor is aware of and complies with Labor Code Section 3700 and the Workers' Compensation Law.

9. **<u>BONDS</u>**. On signing this contract Contractor shall deliver to Public Agency for approval good and sufficient Payment and Performance Bonds with sureties, in amount(s) specified in the specifications or special provisions, guaranteeing Contractor's faithful performance of this contract and Contractor's payment for all labor and materials hereunder.

10. **FAILURE TO PERFORM**. If the Contractor at any time refuses or neglects, without fault of the Public Agency or its agent(s), to supply sufficient materials or workers to complete this agreement and work as provided herein, for a period of 10 days or more after written notice thereof by the Public Agency, the Public Agency may furnish same and deduct the reasonable expenses thereof from the contract price.

11. <u>LAWS APPLY</u>. Both parties recognize the applicability of various federal, state, and local laws and regulations, especially the Civil Rights Act of 1964, Executive Order 11246, Employment Practices Act, Fair Employment Practices Act, and Chapter 1 of Part 7 of Division 2 of the Labor Code (beginning with Section 1720, and including Sections 1725.5, 1735, 1777.5, and 1777.6 forbidding discrimination). The parties specifically stipulate that the relevant penalties and forfeitures provided in the Labor Code, especially in Sections 1775 and 1813 concerning prevailing wages and hours, as well as Section 1776 concerning certified payroll records, shall apply to this agreement.

12. **BREACH OF CONTRACT**. In the event of a Breach of any of the provisions of the Contract and the institution of any action at law respecting the same, the Parties agree that the non-prevailing party shall pay the prevailing party reasonable attorney's fees and costs as may be determined by the court.

13. <u>SUBCONTRACTORS</u>. Public Contract Code Sections 4100-4114 (The Subletting and Subcontracting Fair Practices Act) and Labor Code Section 1725.5 (requirement for licensed contractors and subcontractors to register with the Department of Industrial relations) are incorporated herein.

14. <u>WAGE RATES</u>. (a) Pursuant to Labor Code Section 1773, the Director of the Department of Industrial Relations has ascertained the general prevailing rates of wages per diem, and for holiday and overtime work, in the locality in which this work is to be performed, for each craft, classification, or type of worker needed to execute

this contract, and said rates are as specified in the call for bids for this work or are on file with the Public Agency, and are hereby incorporated herein.

(b) This schedule of wages is based on a working day of 8 hours unless otherwise specified; and the daily rate is the hourly rate multiplied by the number of hours constituting the working day. When less than that number of hours are worked, the daily wage rate is proportionately reduced, but the hourly rate remains as stated.

(c) The Contractor, and all his subcontractors, must pay at least these rates to all persons on this work, including all travel, subsistence, and fringe benefit payments provided for by applicable collective bargaining agreements. All skilled labor not listed above must be paid at least the wage scale established by collective bargaining agreement for such labor in the locality where such work is being performed. If it becomes necessary for the Contractor or any subcontractor to employ any person in a craft, classification or type of work (except executive, supervisory, administrative, clerical or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Public Agency which shall promptly determine the prevailing wage rate therefor and furnish the Contractor with the minimum rate based thereon, which shall apply from the time of the initial employment of the person affected and during the continuance of such employment.

15. <u>HOURS OF LABOR</u>. Eight hours of labor in one calendar day constitutes a legal day's work, and no worker employed at any time on this work by the Contractor or by any subcontractor shall be required or permitted to work longer thereon except as provided in Labor Code Sections 1810-1815.

16. <u>APPRENTICES</u>. Properly indentured apprentices may be employed on this work in accordance with Labor Code Sections 1777.5 and 1777.6, forbidding discrimination.

17. **PREFERENCE FOR MATERIALS**. The Public Agency desires to promote the industries and economy of Siskiyou County and the Contractor therefore promises to use the products, workers, laborers and mechanics of this County in every case where the price, fitness and quality are equal.

18. **ASSIGNMENT**. The agreement binds the heirs, successors, assigns, and representatives of the Contractor; but he cannot assign it in whole or in part, nor any monies due or to become due under it, without the prior written consent of the Public Agency and the Contractor's surety or sureties, unless they have waived notice of assignment.

19. **NO WAIVER BY PUBLIC AGENCY**. Inspection of the work and/or materials, or approval of work and/or materials inspected, or statement by any officer, agent or employee of the Public Agency indicating the work or any part thereof complies with the requirements of this contract, or acceptance of the whole or any part of said work and/or materials, or payments therefor, or any combination of these acts, shall not relieve the Contractor of his obligation to fulfill this contract as prescribed; nor shall the Public Agency be thereby estopped from bringing any action for damages or enforcement arising from the failure to comply with any of the terms and conditions hereof.

20. <u>HOLD HARMLESS & INDEMNIFICATION.</u> (a) Contractor promises to and shall defend, indemnify, save, and hold harmless the indemnitees from the liabilities as defined in this section.

(b) The indemnitees benefitted and protected by this promise are the Public Agency and its elective and appointive boards, commissions, officers, agents, and employees, together with any additional persons and entities, if any, listed in the Supplementary General Conditions.

(c) The liabilities protected against are any and all claims, demands, causes of action, damages, costs, expenses, actual attorneys' fees, losses, or liabilities arising out of or in connection with the actions defined below for personal injury, sickness, disease, emotional injury, death, property damage (including loss of use), trespass, nuisance, inverse condemnation, patent infringement, or any combination of these, regardless of whether or not such liability, claim, or damage was foreseeable at any time before the Public Agency approved the improvement plans or accepted the improvements as completed, and including the defense of any suit(s) or action(s) at law or equity concerning these.

(d) The actions causing liability are any act or omission (negligent or non-negligent) in connection with the matters covered by this contract and attributable to the Contractor, subcontractor(s), supplier(s), trucker(s), anyone for whose acts the Contractor may be liable, or any officer(s), agent(s) or employee(s) of one or more of them.

(e) The promise and agreement in this section is not conditioned or dependent on whether or not any indemnitee has prepared, supplied, or approved any plan(s), drawing(s), specification(s), or special provision(s) in connection with this work or has insurance or other indemnification covering any of these matters.

(f) Except as prohibited by Civil Code Section 2782, the Contractor's obligations under this section shall exist regardless of the existence or degree of fault of the Public Agency or any indemnitee.

(g) The Contractor's obligations under this section shall extend to claims arising after the work is completed and accepted if the claims are related to alleged acts or omissions that occurred during the course of the work. Public Agency's inspection is not a waiver of full compliance with these requirements.

(h) The Contractor and the Contractor's insurance carrier(s) shall respond within 15 days to the tender of any claim for defense and indemnity by the Public Agency, unless this time has been extended by the Public Agency.

(i) With respect to third-party claims against the Contractor, the Contractor waives all rights of any kind to express or implied indemnity against the indemnitees.

(j) Nothing in this section is intended to establish a standard of care owed to any third party or to extend to any third party the status of a third-party beneficiary.

21. **EXCAVATION**. Contractor shall comply with the provisions of Labor Code Section 6705, if applicable, by submitting to Public Agency a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during trench excavation.

22. <u>**RECORD RETENTION AND AUDITING**</u>. Except for materials and records delivered to Public Agency, Contractor shall maintain and retain, for a period of at least five years after Contractor's receipt of the final payment under this contract, all records relating to this contract or to the work, including without limitation estimates, bids, shop drawings, submittals, subcontracts, personnel and payroll records, job reports and diaries, receipts, invoices, cancelled checks and financial records. Upon request by Public Agency, at no additional charge, Contractor shall promptly make such records available to Public Agency, or to authorized representatives of the state and federal governments, at a convenient location within Siskiyou County designated by Public Agency, and without restriction or limitation on their use.

23. <u>VENUE</u>. Any litigation involving this contract or relating to the work shall be brought in Siskiyou County, and Contractor hereby waives the removal provisions of Code of Civil Procedure Section 394.

24. **ENDORSEMENTS**. Contractor shall not in its capacity as a contractor with Siskiyou County publicly endorse or oppose the use of any particular brand name or commercial product without the prior approval of the Board of Supervisors. In its County contractor capacity, Contractor shall not publicly attribute qualities or lack of qualities to a particular brand name or commercial product in the absence of a well-established and widely-accepted scientific basis for such claims or without the prior approval of the Board of Supervisors. In its County contractor shall not participate or appear in any commercially-produced advertisements designed to promote a particular brand name or commercial product, even if Contractor is not publicly endorsing a product, as long as the Contractor's presence in the advertisement can reasonably be interpreted as an endorsement of the product by or on behalf of Siskiyou County. Notwithstanding the foregoing, Contractor may express its views on products to other contractors, the Board of Supervisors, or others who may be authorized by the Board of Supervisors or by law to receive such views.

25. <u>USE OF PRIVATE PROPERTY</u>. Contractor shall not use private property for any purpose in connection with the work absent a prior, written agreement with the affected property owner(s).

26. **<u>TERMINATION.</u>** (a) Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

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

///

///

///

///

///

///

///

(b). Termination by Public Agency for default of Contractor: Should contractor default in the performance of this Contract or materially breach any of its provisions, Public Agency, at its option, may terminate this Contract by giving written notification to Contractor.

(c). Termination for Convenience of County: Public Agency shall have the right to terminate all or any part of this Contract for its convenience by providing a notice in writing to Contractor that the Contract is terminated. Upon termination, Contractor shall be reimbursed for its reasonable and necessary costs resulting therefrom which are substantiated by evidence satisfactory to Public Agency. Contractor shall receive no payment for or profit on unperformed work. Public Agency shall be entitled to immediate possession of any plans and work upon termination.

(d.) Contractor's indemnity obligations shall survive the termination or cancellation of this contract.

27. SIGNATURES & ACKNOWLEDGEMENT.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date:	Nancy Ogren, CHAIR Board of Supervisors County of Siskiyou State of California
ATTEST: LAURA BYNUM Clerk, Board of Supervisors	
By: Deputy	
Date: 1/17/2025 Date: 1/14/2025	CONTRACTOR: <u>Ray-Mac Mechanical Inc.</u> Genese McDowell, Via President Genese McDowell, Vice President David McDowell, Interim Via President David McDowell, Interim Vice President

License No.:803028

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

APPROVED AS TO ACCOUNTING FORM: FUND ORGANIZATION ACCOUNT ACTIVITY CODE (if applicable) 4201 108010 761010 NTE \$144,420.62

(Form approved by County Counsel)

Exhibit A

December 13th, 2024

Dear Amanda

Thank you for allowing Ray-Mac Mechanical to bid on the installation of new high efficiency Heat Pump system and associated components for the Siskiyou County Sheriffs building located in Yreka, CA. Below is a description of the work to be performed for the installation of the equipment. Our price is based on California Prevailing Wage rates for Plumbers and Pipe-Fitters. *The pricing set forth in this letter is provided by Ray-Mac Mechanical, Inc. as an approved contractor under RFP #22-107010-06.*

less

Install the following:

- (2) 10 Ton Trane/Mitsubishi High Efficiency Heat Pumps.
- (4) 5 Ton Trane/Mitsubishi High Efficiency Air Handlers.
- (4) 10Kw Electric Heat Strip kits.
- (4) AHU Filter Boxes.
- (1) New 225 amp main circuit breaker and feeders to new sub panel.
- (1) New 225 amp sub panel in mechanical room.
- (2) New 60 amp disconnects for Heat Pumps on roof.
- (1) New Trane/Mitsubishi Central Controller.

Price Includes:

- Demo and removal of (4) old diesel fired furnaces.
- Demo and Removal of old diesel tank and pump.
- Cap Underground diesel lines.
- Cap old flue penetrations.
- Demo and remove old 200 amp panel in mechanical room.
- Demo and remove old 175 amp main circuit breaker.
- Demo and remove all associated power for furnaces and fuel pump.
- Demo and removal of (4) AC condensing units.
- Disposal and evacuation of old equipment.
- Crane for setting equipment and materials.
- Start-up, commissioning, and training.

<u>Warranty</u>

We guarantee our workmanship for 1 year.

December 31, 2024

1-Year Parts (This can be extended to 10 years upon system verification from Trane/Mitsubishi at no additional cost).

7-Years Compressors.

Does not include:

Permits, fees, or any items not listed above.

Payment:

Partial Billing at time of equipment delivery, 100% upon completion

Pricing

The price for the above is \$142,870.62

*If Bond is required, please add an additional \$1,550.00

*Price valid for 30 days. Equipment and material costs schedule to change after that.

Please feel free to call me regarding this estimate. Thank-you

Sean Fryer

Ray-Mac Mechanical Inc.

ing alla dia

December 31, 2024

NAME: PHASE: 3 Phase

MAIN DEVICE:

MAIN BUSS:

VOLTS: 120/208 Y

WIRE: 4 Wire

Panel M MLO 225A

LOCATION: Mechanical Room ENCLOSURE: Nema 1 Surface RATING: 10K AIC

Cct #	DESCRIPTION	VA	Amp/Pol	PHAS	Amp/Pol	VA	DESCRIPTION	Cct#
			e	E	e			
1		6000		А	50/2	3750	ALL 1 Hard Chuine	2
3	HP-1	6000	60/3	В	50/2	3750	AH-1 Heat Strips	4
5		6000		С	50/2	3750		6
7		6000		А	50/2	3750	AH-2 Heat Strips	8
9	HP-2	6000	60/3	В	50/2	3750		10
11		6000	6000 C	C		3750	AH-3 Heat Strips	12
13	Spare	0	20/1	А	50/2	3750	ALL A LL of Chains	14
15	Spare	0	20/1	В		3750	AH-4 Heat Strips	16
17	Spare	0	20/1	С	20/1	900	Heat tape	18
19	Spare	0	20/1	А	20/1	540	Room #6 Exhaust fan	20
21	Spare	0	20/1	В	20/1	540	Lights & GP receptacle	22
23		1440	20/2	С	20/1	900	Rear Floor Heat	24
25	AH-1, AH-2	1440	20/2	А	20/1	0	Spare	26
27		1440	20/2	В	20/1	0	Spare	28
29	AH-3, AH-4	1440	20/2	С	20/1	900	Front Floor Heat	30

CONNECTED LOAD TOTALS - WATTS AMPS

PHASE A:	25230	210.25		
PHASE B:	25230	210.25	TOTAL	7554
			WATTS:	0
PHASE C:	25080	209	TOTAL	211.8
			AMPS:	86

60699-10-52

Doci	usign Envelope ID: 14B7C5FB-23C7-4E	EB-A397-4	498BE728C12B	6	0699-10-52			_		
A	CORD [®] C	ERTIF	FICATE OF LIA	BILI		JRANC	E			(MM/DD/YYYY) 01/2024
		MATTED								
C B	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.									
If	MPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject his certificate does not confer rights	t to the te	rms and conditions of th	ne polio	certain po	olicies may i				
-	DUCER Becky Huddle Insurance Agen				CT Jared Hu					
	729 Sunrise Ave Ste 504	-,			_{b, Ext):} 916-78			FAX	916-7	89-2545
	Roseville CA 95661			E-MAIL	ss staff.rhu	ddle@farm	ersagency.co	om		
										NAIC #
				INSURE			SURANCE CO	MPANY	,	21687
INSU	JRED RAY MAC MECHANICAL, INC.			INSURE	RB:					
	PO BOX 995			INSURE	RC:					
	MOUNT SHASTA CA 96067			INSURE	RD:					
				INSURE	RE:					
				INSURE	RF:					
		-	E NUMBER:				REVISION NU			
IN C E	HIS IS TO CERTIFY THAT THE POLICIES NDICATED. NOTWITHSTANDING ANY R ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH	EQUIREME PERTAIN, POLICIES.	INT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIES REDUCED BY I	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH D HEREIN IS SU	H RESPE	ст то	WHICH THIS
INSR LTR	I YPE OF INSURANCE	ADDL SUBF	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMI	rs	
							EACH OCCURREN	CE FD	\$	
	CLAIMS-MADE OCCUR						DAMAGE TO RENT PREMISES (Ea occ	urrence)	\$	
							MED EXP (Any one	person)	\$	
	<u> </u>						PERSONAL & ADV		\$	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREC		\$	
							PRODUCTS - COM	P/OP AGG	\$ \$	
		~~~					COMBINED SINGLE			00.000
A	ANY AUTO		606991052		5/1/2024	5/1/2025	(Ea accident) BODILY INJURY (P		\$ 1,00	,000
<b> </b> ^			000331032		5/1/2024	5/1/2025	BODILY INJURY (P			
	HIRED AUTOS						PROPERTY DAMAG	,	\$	
	AUTOS ONLY AUTOS ONLY						(Per accident)		\$	
	UMBRELLA LIAB OCCUR						EACH OCCURREN	CE.	\$	
	EXCESS LIAB CLAIMS-MADE	╎┖──┘┞──┘					AGGREGATE		\$	
	DED RETENTION \$	-							\$	
	WORKERS COMPENSATION						PER STATUTE	OTH- ER	Ţ.	
	AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDE		\$	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA		\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POL	LICY LIMIT	\$	
30 I RE:	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) 30 DAY NOTICE OF CANCELATION RE: Siskiyou Co Jail									
Siskiyou County, and any others as required by written contract are included as additional insureds. See attached endorsements.										
	CERTIFICATE HOLDER				CELLATION					
Siskiyou County 1312 Fairlane Road Suite 4 Yreka, CA 96097			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
				AUTHORIZED REPRESENTATIVE						

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.





### **BUSINESS AUTO EXTENSIONS**

This endorsement modifies insurance provided under the following:

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

### A. Section II - Liability Coverage is amended as follows:

1. The following is added to Paragraph A.1. Who Is An Insured:

### **Blanket Additional Insured**

Each person or organization with whom you agree, by virtue of a written contract or agreement, to provide insurance is an "insured", but only with respect to their legal liability for acts or omissions of a person for whom Liability Coverage is afforded under this policy:

- (1) Provided that the contract or agreement is signed and executed by you prior to the "bodily injury" or "property damage" loss; and
- (2) The contract or agreement is in effect during the policy period.

### **B.** Section IV - Business Auto Conditions is amended as follows:

1. The following is added to Paragraph A.5. Transfer Of Rights Of Recovery Against Other To Us:

### Blanket Waiver Of Subrogation

We waive our right of recovery that we may have against a person or organization, but only to the extent that this is required of you by a written contract or agreement that is signed and executed prior to any "accident" or "loss". This waiver applies only to the person or organization designated in such contract or agreement.

2. The following is added to Paragraph **B.5. Other Insurance**:

### Primary And Noncontributory

This insurance will be primary and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance;
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured;
- (3) This contract or agreement is signed and executed by you prior to when the "bodily injury" or "property damage" occurs; and
- (4) This written contract or agreement is in effect during the policy period.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

ACORD

CERTIFICATE	OF	LIABILITY	INSURANCE

DATE (MM/DD/YYYY) 9/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the If SUBROGATION IS WAIVED, subject to the terms and conditions of the this certificate does not confer rights to the certificate holder in lieu of s	he policy, certain r	olicies mav	NAL INSURED pro	ovisions or b sement. A st	e endorsed. tatement on			
PRODUCER	1		lisk Management					
Polley Insurance and Risk Management, An Alliant Company	CONTACT NAME:         Polley Insurance and Risk Management           PHONE (A/C, No, Ext):         916-984-3000							
12150 Tributary Point Dr., Suite 200	E-MAIL ADDRESS: certificates@pollevinsurance.com							
Gold River CA 95670	INSURER(S) AFFORDING COVERAGE NAIC #							
INSURER A : Gemini Insurance Company 10833								
INSURED Ray Mac Mechanical, Inc.	INSURER B : Everest	Premier Insu	rance Comp		16045			
P.O. Box 995	INSURER C :							
Mt. Shasta CA 96067	INSURER D :							
	INSURER E :							
	INSURER F :							
COVERAGES CERTIFICATE NUMBER: 1492953843			REVISION NUME	BER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HA INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORD EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE INSR [] THE SEMENTIAL CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER	DOCUMENT WITH	RESPECT TO 1				
LTR TYPE OF INSURANCE INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS				
A X COMMERCIAL GENERAL LIABILITY VCGP031355	3/1/2024	3/1/2025	EACH OCCURRENCE		,000			
CLAIMS-MADE X OCCUR			DAMAGE TO RENTED PREMISES (Ea occurre	ence) \$ 100,0	00			
			MED EXP (Any one per	rson) \$ exclud	ded			
			PERSONAL & ADV INJ	INJURY \$ 1,000,000				
			GENERAL AGGREGAT	TE \$ 2,000	,000			
			PRODUCTS - COMP/O		,000			
AUTOMOBILE LIABILITY			COMBINED SINGLE LI	S				
ANY AUTO			(Ea accident)					
OWNED SCHEDULED			BODILY INJURY (Per p					
AUTOS ONLY AUTOS HIRED NON-OWNED			BODILY INJURY (Per accident) \$ PROPERTY DAMAGE					
AUTOS ONLY AUTOS ONLY			(Per accident)	\$				
UMBRELLA LIAB				\$				
			EACH OCCURRENCE	<u> </u>				
DED RETENTION S			AGGREGATE	\$				
B WORKERS COMPENSATION 7600026264241	10/1/2024	10/1/2025	X PER STATUTE	S OTH- ER				
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	10/1/2024	10/1/2025						
OFFICER/MEMBEREXCLUDED?			E.L. EACH ACCIDENT	\$ 1,000,				
If yes, describe under DESCRIPTION OF OPERATIONS below			E.L. DISEASE - EA EMP					
			E.L. DISEASE - POLICY	r LIMIT \$ 1,000,	000			
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule Re: Project: Siskiyou Co Jail	e, may be attached if more	space is require	d)					
			·····					
CERTIFICATE HOLDER	CANCELLATION							
Siskiyou County 1312 Fairlane Road Suite 4	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Yreka CA 96097	AUTHORIZED REPRESENTATIVE							
	J.M.M. Theres							
	© 198	88-2015 ACC	RD CORPORATI	ON. All right	s reserved.			

The ACORD name and logo are registered marks of ACORD