DATE	November 2, 2026
TIME	12:00 pm
LOCATION	CAPK Administrative Office Executive Conference Room #382 1300 18th Street, Third Floor Bakersfield, CA 93301

Special Executive Committee Agenda

I. Call to Order

II. Roll Call

Maritza Jimenez (Chair)	Gina Martinez (Secretary)	Curtis Floyd
Denise Boshers (Vice Chair)	Fred Plane (Treasurer)	

III. Public Forum

The public may address the Committee on items not on the agenda but under the jurisdiction of the Committee. Speakers are limited to 3 minutes. If more than one person wishes to address the same topic, the total group time for the topic will be 10 minutes. Please state your name before making your presentation.

IV. New Business

a. Selection of Homekey+ General Contractor and Authority to Execute Construction Contract with Colombo Construction Company – Emilio Wagner, Chief Facilities & Technology Officer – ***Action Item (p. 2-392)***

b. Authorization to Sign the 2027 Low Income Home Energy Assistance Program (LIHEAP) Contract with Resolution from the Department of Community Services and Development – ***Action Item (p. 393-551)***

V. Next Scheduled Meeting

Executive Committee
12:00 pm
Wednesday, December 16
CAPK Board Room
1300 18th St., Suite 300
Bakersfield, CA 93301

VI. Adjournment

This is to certify that this Agenda Notice was posted in the lobby of the CAPK Administrative Office at 1300 18th St., Suite 200 Bakersfield, CA and online at www.capk.org on October 29, 2026. Kim Simmonds, Executive Assistant.

MEMORANDUM

To: Executive Committee

From: Emilio Wagner, Chief Facilities and Technology Officer

Date: November 2, 2026

Subject: *Agenda Item IV(a)*: Selection of Homekey+ General Contractor and authority to execute Construction Contract with Colombo Construction Company – **Action Item**

Background

As the board is aware, staff have been progressing through the various requirements as joint grantee under the California Department of Housing and Community Development (HCD) Homekey+ award for the Ramkabir Permanent Supportive Housing Project.

The Executive Committee approved the Development Agreement between CAPK and the City in October 2026, on the condition that CAPK addresses the insurance exposure created by the indemnity provision, specifically related to General Commercial, Non-Owned Premises, Contractual Liability and Environmental Liability insurance, which specifically covers known preexisting asbestos and other hazardous materials.

The Development Agreement is scheduled for City Council consideration on November 4, 2026. Under the Development Agreement, CAPK is responsible for procurement and construction, and the first capital disbursement of $1,060,000 (10%) is released on award and execution of the construction contract.

RFP Process

Request for Proposals OPS 2026-006 was issued on August 10, 2026. Staff contacted 55 general contractors directly and posted the RFP to the Kern County Builders' Exchange Online Planroom. A job walk was held on August 18, 2026. Six addenda were issued, including two sets of responses to bidder questions. Proposals were due October 7, 2026 at 2:00 p.m. Four proposals were received on time. One proposal was received after the deadline and was not accepted. Proposals are valid through December 6, 2026.

Proposer	Total Base Proposal	Proposed Substantial Completion
Colombo Construction Company, Inc.	$8,379,670	July 8, 2027
Proffitt Construction, Inc,. dba Superior Construction	$9,715,465	September 10, 2027 (final inspection)
S.C. Anderson, Inc.	$10,296,473	November 2, 2027
Vortex Construction	$10,991,640	Not stated; punch list through October 8, 2027

Evaluation

Price was worth 60 points and was scored by formula: 60 × (lowest proposal ÷ proposer's proposal). The remaining 40 points were scored independently by the evaluation committee of Emilio Wagner, Stephen Pelz, John Paul Lake, and Paul Archer. Each non-price score below is the average of the three evaluators. Criteria include: schedule certainty, relevant experience, price, technical approach, key personnel, and small, local, and veteran business participation.

Proposer	Sched. (15)	Exp. (10)	Price (60)	Tech. (5)	Pers. (5)	Part. (5)	Total (100)	Rank
Colombo Construction	**13.00**	**7.50**	**60.00**	**3.95**	**4.00**	**4.45**	**92.90**	**1**
Superior Construction	10.75	8.38	51.75	3.75	2.00	4.05	80.68	2
Vortex Construction	9.75	9.25	45.74	4.75	2.95	4.75	77.19	3
S.C. Anderson	5.75	7.00	48.83	3.13	3.70	4.50	72.91	4

Colombo submitted the lowest price, $1,335,795 (15.9%) below the next proposal. It also submitted a detailed critical-path schedule with certificate of occupancy milestones for each building, and a Substantial Completion Date of July 8, 2027, which is 65 days ahead of the contract date. Its surety, Travelers, provides bonding capacity of $50,000,000 single and $100,000,000 aggregate. Evaluators identified PG&E service and electrical switchgear lead times as the main risks to Colombo's early finish. Colombo's price is $341,980 (3.9%) below the architect's construction budget of $8,721,650.

Funding

Construction is funded within the HCD-approved development budget (Standard Agreement, Exhibit E).

Item	Amount
Total Rehabilitation Costs (Exhibit E)	$9,119,464
Construction Hard Cost Contingency (Exhibit E)	$672,175
HCD Construction Budget	**$9,791,639**
Colombo contract amount	$8,379,670
PG&E Service	$200,000
Insurance Cost (Builders Risk, Pollution, and Owners Interest GL)	$128,798
Communication Infrastructure and Hardware	$95,000
Remaining for unforeseen issues or owner requested changes	**$999,826**

Insurance

To meet the Executive Committee's condition for indemnity, staff has worked with INSURICA to place project-specific insurance owned by CAPK, in addition to the contractor's own insurance. Current quotes are summarized below. INSURICA is still reviewing the exclusions and endorsements on the liability quotes.

Coverage	Carrier	Limits	Estimated Premium	Term / Notes
Builder's Risk	Via INSURICA	$12,174,731	$63,231	Nov 2, 202 to Sep 11, 2027. Excludes earthquakes and floods. $100,000 water damage deductible.
Owner's Interest General Liability	Colony	$1M per occurrence; $2M aggregate	$13,812	12 months
Site Pollution Liability	Ascot	Pre-existing and new conditions	$40,100	12 months
Total (1-year Pollution Term)			**$117,143**	**Plus, surplus lines taxes and fees on the liability policies**

Insurance is an eligible Homekey+ expense. Staff proposes to fund the premiums from the Soft Cost Contingency ($383,750) and is confirming with HCD whether the reallocation requires a budget modification. If not approved by HCD, insurance will be covered by the available contingency under the City HHAP-4 award.

Asbestos abatement. The buildings contain asbestos and lead-based paint that will be abated as part of the construction work. The owner's pollution policy does not cover the contractors' own work and does not pay for abatement. CAPK and the City must be named as additional insureds on the asbestos abatement Contractor's Pollution Liability policy. This must be done by endorsement, not by certificate alone. Colombo must also carry Contractor's Pollution Liability or be named as an additional insured on the abatement subcontractor's policy, and the requirement must flow down to every trade that may disturb existing materials, including demolition, roofing, plumbing, and stucco.

Contract changes. The RFP did not require Contractor's Pollution Liability, and the construction contract requires general liability of $1,000,000 per occurrence and $2,000,000 aggregate. Outside counsel advised that CAPK cannot change the contract terms between the close of proposals and award. These requirements will be added by change order after award, at a cost to be negotiated with Colombo.

Binding before contract execution. CAPK will bind the builder's risk, owner's interest, general liability, excess, and site pollution policies before executing the construction contract or issuing a Notice to Proceed. The following are required to bind:

- Colombo's general liability carrier, limits, and copies of its general liability and excess policies, so Colony can confirm there is no subsidence or wildfire exclusion.
- A signed Owner's Edge application with the demolition method and duration.
- Executed Development Agreement with the City. The pollution policy covers CAPK's indemnity of the City only if the agreement is signed before construction starts.

Before the Notice to Proceed, Colombo must also provide its payment and performance bonds, certificates of insurance, and additional insured endorsements naming CAPK and the City, including the Contractor's Pollution Liability endorsements.

Schedule and Next Steps

Date	Action
October 30, 2026	Signed Development Agreement delivered to the City
November 4, 2026	City Council consideration of the Development Agreement

Date	Action
Following Approval	Notice of award to Colombo; Colombo insurance documents to INSURICA
Before Contract Execution	Bind owner insurance; insurance change order with Colombo
Contract Execution	Milestone 1 disbursement of $1,060,000 requested from the City
Notice to Proceed	After bonds, contractor insurance, and endorsements are received
September 11, 2027	Contract Substantial Completion (Colombo proposes July 8, 2027)
December 13, 2027	HCD full occupancy and capital expenditure deadline

Recommendation

Staff recommends that the Executive Committee authorize the Chief Executive Officer to execute a construction contract with Colombo Construction Company, Inc. in the amount of $8,379,670. Staff further recommends that the Executive Committee authorize the Chief Executive Officer to bind the project insurance described above before the contract is executed, and to execute any necessary change orders not to exceed the funded development budget.

Attachments

1. *Evaluation Scoring Summary*
2. *Colombo Construction Company, Inc. Proposal*
3. *Request for Proposals OPS 2026-006 and Addenda Nos. 1–6*
4. *INSURICA Insurance Quotes*

Evaluation Summary — RFP OPS 2026-006

Non-price criteria = average of all evaluators who scored that proposer. Price = formula score from 'Price Score'. Award recommendation goes to the responsible proposer with the highest total points (RFP Section IX.C).

Proposer	1. Schedule (15)	2. Experience (10)	3. Price (60)	4. Technical (5)	5. Personnel (5)	6. Participation (5)	Total (100)	Rank	Evaluators scoring	Responsiveness status
Colombo Construction Company, Inc.	13.00	7.50	60.00	3.95	4.00	4.45	**92.90**	**1**	4	Responsive
S.C. Anderson, Inc.	5.75	7.00	48.83	3.13	3.70	4.50	**72.91**	**4**	4	Responsive
Proffitt Construction, Inc. dba Superior Construction	10.75	8.38	51.75	3.75	2.00	4.05	**80.68**	**2**	4	Responsive
Vortex Construction	9.75	9.25	45.74	4.75	2.95	4.75	**77.19**	**3**	4	Responsive

Total and Rank stay blank until every criterion has at least one score. A proposer marked Non-responsive shows N/R and is not ranked.

Committee consensus notes:

Community Action Partnership of Kern
Ramkabir Permanent Supportive Housing Project
Proposal

Prepared By

COLOMBO
CONSTRUCTION COMPANY, INC.

Project Name	Ramkabir Permanent Supportive Housing Project RFP OPS 2026-006
Client	Community Action Partnership of Kern (CAPK) ATTN: Liz G Vargas - Procurement 1300 18th Street, Ste 200 Bakersfield, CA 93301
Date	Wednesday, October 7, 2026
General Contractor	Colombo Construction Company, Inc. 3211 Rio Mirada Drive Bakersfield, CA 93308 (661) 316-0100
Primary Contact for General Contractor	Jonny Frank Director of Project Development Architect, NCARB, AIA (661) 303-7129

COLOMBO
CONSTRUCTION COMPANY, INC.

October 7, 2026

Community Action Partnership of Kern
Attn: Liz G Vargas - Procurement
1300 18th Street, Ste 200
Bakersfield, CA 93301

Re: Ramkabir Permanent Supportive Housing Project
901 Union Avenue
Bakersfield, CA 93307
RFP Number: OPS 2026-006

Dear Liz and Selection Committee:

On behalf of Colombo Construction Company, Inc. (Colombo), I am pleased to present our proposal for the Ramkabir Permanent Supportive Housing Project for Community Action Partnership of Kern (CAPK). We appreciate the opportunity to participate in this important project and understand the significance of transforming the existing property at 901 Union Avenue into permanent supportive housing that will serve the Kern County community.

Colombo was established in 1948 and has built its reputation on collaborative partnerships with owners, design teams, consultants, and trade partners. We believe successful projects are built on open communication, mutual support, accountability, and a shared commitment to achieving the Owner's goals. Our approach is to become an extension of the Owner's team, providing the experience, resources, and leadership necessary to successfully navigate the challenges of construction.

We understand that the project presents the unique challenges associated with the rehabilitation and adaptive reuse of an existing facility. Successful delivery will require careful planning, coordination, constructability review, cost control, and proactive management of existing conditions. Our project team will work closely with CAPK and the design team to identify potential issues early, develop practical solutions, and maintain alignment throughout the project.

Most importantly, Colombo understands that the Homekey+ Program creates a fixed completion deadline that cannot be extended for ordinary delays. We recognize that schedule is the governing constraint of this project and will make schedule management a priority from the outset. Our team will actively manage critical activities, procurement, subcontractor performance, inspections, approvals, and project decisions to maintain progress toward the required completion date. We will provide CAPK with clear and timely information regarding schedule, cost, and potential risks so that issues can be addressed before they impact the project.

Cost, quality, and communication will remain equally important throughout construction. Colombo will maintain close control of the project budget through detailed estimating, subcontractor coordination, procurement management, and proactive change management. Quality will be managed throughout the construction process through field oversight, coordination, inspections, and accountability. Consistent communication with CAPK and the project team will allow potential challenges to be identified early and resolved collaboratively.

The proposed Colombo team is well suited to CAPK because it combines experienced estimating, project management, and field leadership with a strong understanding of complex construction. Our team brings the ability to manage multiple scopes concurrently, coordinate numerous trade partners, maintain cost and schedule accountability, and remain directly engaged with CAPK and the design team throughout the project. This

COLOMBO
CONSTRUCTION COMPANY, INC.

combination of experience and hands-on leadership will be particularly valuable in managing the coordination, existing conditions, and schedule demands associated with the project.

Colombo is an active community partner with extensive experience completing projects throughout Kern County. Our familiarity with the local construction market, subcontractor community, and construction environment, combined with our experience in commercial, institutional, renovation, and complex construction projects, provides a strong foundation for successfully delivering the project.

We value the relationships we establish with our clients, and those relationships continue long after a project is completed. Colombo is committed to earning CAPK's trust through our responsiveness, accountability, and dedication to the successful completion of the Ramkabir Permanent Supportive Housing Project. We look forward to the opportunity to work with CAPK, the City of Bakersfield, the design team, and project stakeholders to deliver a high-quality facility that meets the needs of the community and the requirements of the Homekey+ Program.

Thank you for your consideration of Colombo Construction Company, Inc.

Sincerely,

Jonny Frank
Director of Project Development, Architect, NCARB, AIA
T 661-316-0100 | C 661-303-7129 | E jfrank@colomboconstruction.com

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- Key Project Personnel
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Section A

Evaluation Criterion

- Schedule Certainty
- Relevant Project Experience
- Price
- Technical Approach
- Key Project Personnel
- Small, Woman, Local, & Veteran Outreach

SCHEDULE CERTAINTY

Evaluation Criterion #1 (15 Points)

Colombo Construction has developed a comprehensive CPM baseline schedule that reflects our understanding of the project scope, required sequencing, site conditions, and the Owner's schedule requirements. Our proposed schedule demonstrates a realistic and achievable approach to completing the project well in advance of the Contract Completion Dates. The CPM schedule is provided on the following pages for reference and details the planned sequence, durations, milestones, and completion dates for the project.

Colombo's CPM schedule establishes Substantial Completion on July 8, 2027, which is 65 days ahead of the Contract Substantial Completion Date of September 11, 2027. The schedule establishes Final Completion on August 10, 2027, which is 62 days ahead of the Contract Final Completion Date of October 11, 2027. This schedule approach provides the Owner with meaningful schedule contingency and allows the project team to absorb unforeseen conditions, procurement impacts, permitting delays, weather, or other schedule risks without jeopardizing the contractual completion dates.

CPM Baseline and Sequencing. The baseline schedule is organized around a logical sequence of preconstruction, permitting, procurement, construction, inspections, commissioning, and closeout activities. Activity durations and relationships have been developed to reflect realistic production and trade sequencing based on Colombo's experience with similar projects. The referenced CPM schedule identifies the critical and near-critical activities that will require focused management throughout the project.

Crew Loading and Production. The schedule incorporates realistic crew loading and production rates for the anticipated scope of work. Colombo will coordinate subcontractor manpower and trade sequencing to maintain planned production while minimizing trade stacking and inefficiencies. Actual production will be routinely compared against the baseline schedule, allowing the project team to adjust manpower, sequencing, or work activities when necessary to maintain the planned completion dates.

Long-Lead Procurement. Long-lead materials and equipment will be identified early and incorporated into the schedule, including submittal, review, fabrication, delivery, and installation activities. Schedule-sensitive procurement will be prioritized to reduce the potential for material availability to impact the critical path.

Abatement and Existing Conditions. Where applicable, abatement activities and work associated with existing conditions are incorporated into the construction sequence and coordinated with affected trades. This approach allows activities that could otherwise constrain construction to be addressed early and minimizes the potential for disruption to downstream work.

Permitting and Inspections. Required permitting, agency reviews, inspections, and approvals are incorporated into the CPM schedule. Colombo will proactively coordinate with the Owner, design team, permitting agencies, and inspectors to maintain timely reviews and approvals and prevent administrative requirements from becoming schedule constraints.

Colombo's proposed schedule is intentionally structured to provide schedule certainty rather than simply targeting the contractual completion dates. As demonstrated in the referenced CPM schedule, Colombo has planned for Substantial Completion 65 days early and Final Completion 62 days early. This provides a meaningful schedule buffer while maintaining a realistic construction sequence and demonstrates Colombo's commitment to proactively managing the critical path, addressing emerging risks, and protecting the Owner's required completion dates.

SCHEDULE CERTAINTY

Evaluation Criterion #1 (15 Points)

Schedule Advantage

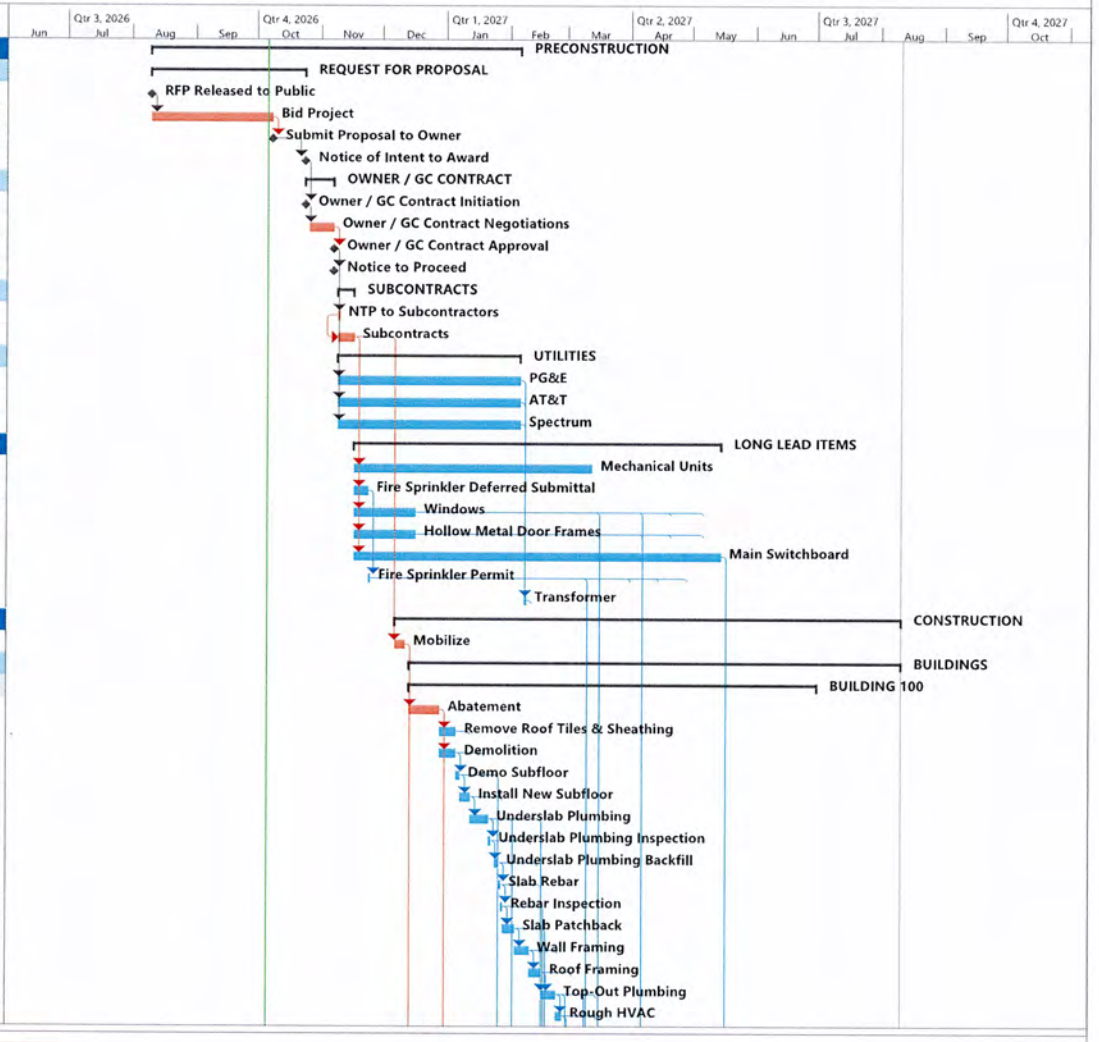
Milestone	Contract Date	Colombo Schedule	Schedule Advantage
Substantial Completion	September 11, 2027	July 8, 2027	65 days early
Final Completion	October 11, 2027	August 10, 2027	62 days early

RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
1	**PRECONSTRUCTION**		**124 days**	**Mon 8/10/26**	**Fri 2/5/27**
2	**REQUEST FOR PROPOSAL**		**54 days**	**Mon 8/10/26**	**Fri 10/23/26**
3	RFP Released to Public	Owner	0 days	Mon 8/10/26	Mon 8/10/26
4	Bid Project	GC	42 days	Mon 8/10/26	Wed 10/7/26
5	Submit Proposal to Owner	GC	0 days	Wed 10/7/26	Wed 10/7/26
6	Notice of Intent to Award	Owner	0 days	Fri 10/23/26	Fri 10/23/26
7	**OWNER / GC CONTRACT**		**10 days**	**Fri 10/23/26**	**Fri 11/6/26**
8	Owner / GC Contract Initiation	Owner	0 days	Fri 10/23/26	Fri 10/23/26
9	Owner / GC Contract Negotiations	Owner + GC	10 days	Mon 10/26/26	Fri 11/6/26
10	Owner / GC Contract Approval	Owner	0 days	Fri 11/6/26	Fri 11/6/26
11	Notice to Proceed	Owner	0 days	Fri 11/6/26	Fri 11/6/26
12	**SUBCONTRACTS**		**5 days**	**Mon 11/9/26**	**Mon 11/16/26**
13	NTP to Subcontractors	GC	1 day	Mon 11/9/26	Mon 11/9/26
14	Subcontracts	GC	5 days	Mon 11/9/26	Mon 11/16/26
15	**UTILITIES**		**60 days**	**Mon 11/9/26**	**Fri 2/5/27**
16	PG&E	Owner	60 days	Mon 11/9/26	Fri 2/5/27
17	AT&T	Owner	60 days	Mon 11/9/26	Fri 2/5/27
18	Spectrum	Owner	60 days	Mon 11/9/26	Fri 2/5/27
19	**LONG LEAD ITEMS**		**125 days**	**Tue 11/17/26**	**Fri 5/14/27**
20	Mechanical Units	HVAC	80 days	Tue 11/17/26	Fri 3/12/27
21	Fire Sprinkler Deferred Submittal	Fire Suppression	5 days	Tue 11/17/26	Mon 11/23/26
22	Windows	Windows	20 days	Tue 11/17/26	Wed 12/16/26
23	Hollow Metal Door Frames	DFH	20 days	Tue 11/17/26	Wed 12/16/26
24	Main Switchboard	Electrical	125 days	Tue 11/17/26	Fri 5/14/27
25	Fire Sprinkler Permit	Building Dept.	1 day	Tue 11/24/26	Tue 11/24/26
26	Transformer	PG&E	1 day	Mon 2/8/27	Mon 2/8/27
27	**CONSTRUCTION**		**173 days**	**Mon 12/7/26**	**Tue 8/10/27**
28	Mobilize	GC	5 days	Mon 12/7/26	Fri 12/11/26
29	**BUILDINGS**		**168 days**	**Mon 12/14/26**	**Tue 8/10/27**
30	**BUILDING 100**		**140 days**	**Mon 12/14/26**	**Wed 6/30/27**
31	Abatement	Demolition	10 days	Mon 12/14/26	Mon 12/28/26
32	Remove Roof Tiles & Sheathing	Roofing	5 days	Tue 12/29/26	Tue 1/5/27
33	Demolition	Demolition	5 days	Tue 12/29/26	Tue 1/5/27
34	Demo Subfloor	Rough Carpentry	2 days	Wed 1/6/27	Thu 1/7/27
35	Install New Subfloor	Rough Carpentry	3 days	Fri 1/8/27	Tue 1/12/27
36	Underslab Plumbing	Plumbing	7 days	Wed 1/13/27	Thu 1/21/27
37	Underslab Plumbing Inspection	Building Dept.	1 day	Fri 1/22/27	Fri 1/22/27
38	Underslab Plumbing Backfill	Plumbing	2 days	Mon 1/25/27	Tue 1/26/27
39	Slab Rebar	Concrete	1 day	Wed 1/27/27	Wed 1/27/27
40	Rebar Inspection	Building Dept.	1 day	Thu 1/28/27	Thu 1/28/27
41	Slab Patchback	Concrete	4 days	Fri 1/29/27	Wed 2/3/27
42	Wall Framing	Rough Carpentry	5 days	Thu 2/4/27	Wed 2/10/27
43	Roof Framing	Rough Carpentry	4 days	Thu 2/11/27	Tue 2/16/27
44	Top-Out Plumbing	Plumbing	5 days	Wed 2/17/27	Tue 2/23/27
45	Rough HVAC	HVAC	3 days	Wed 2/24/27	Fri 2/26/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

Date: Tue 10/6/26
File: B26-058 Preliminary Schedule

COLOMBO CONSTRUCTION COMPANY

Job No.: B26-036
Page: 1

RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
46	Roofing Felt & Battens	Roofing	3 days	Mon 3/1/27	Wed 3/3/27
47	Rough Electrical / Data	Electrical	8 days	Mon 3/1/27	Wed 3/10/27
48	Load Roof Tiles	Roofing	2 days	Thu 3/4/27	Fri 3/5/27
49	Roof Tile Installation	Roofing	5 days	Mon 3/8/27	Fri 3/12/27
50	Fire Sprinkler Branch Lines and Drops	Fire Suppression	2 days	Thu 3/11/27	Fri 3/12/27
51	Fire Sprinkler Inspection	Fire Department	1 day	Mon 3/15/27	Mon 3/15/27
52	BPME Inspection	Building Dept.	1 day	Tue 3/16/27	Tue 3/16/27
53	Hollow Metal Door Frames	DFH	2 days	Wed 3/17/27	Thu 3/18/27
54	Windows	Windows	2 days	Wed 3/17/27	Thu 3/18/27
55	Exterior Lath	Plaster	4 days	Fri 3/19/27	Wed 3/24/27
56	Wall & Roof Insulation / Title 24	Insulation	2 days	Thu 3/25/27	Fri 3/26/27
57	Insulation Inspection	Building Dept.	1 day	Mon 3/29/27	Mon 3/29/27
58	Shower Units	Plumbing	2 days	Tue 3/30/27	Wed 3/31/27
59	Install Drywall	Drywall	4 days	Thu 4/1/27	Tue 4/6/27
60	Interior / Exterior Lath Inspection	Building Dept.	1 day	Wed 4/7/27	Wed 4/7/27
61	Tape / Top / Texture	Drywall	8 days	Wed 4/7/27	Fri 4/16/27
62	Plaster Scratch Coat	Plaster	1 day	Thu 4/8/27	Thu 4/8/27
63	Scratch Coat Cure Time	Plaster	2 days	Fri 4/9/27	Mon 4/12/27
64	Cultured Stone	Masonry	5 days	Tue 4/13/27	Mon 4/19/27
65	Interior Doors & Frames	DFH	5 days	Mon 4/19/27	Fri 4/23/27
66	Paint Interiors	Painting	4 days	Mon 4/26/27	Thu 4/29/27
67	Paint Doors & Frames	Painting	4 days	Mon 4/26/27	Thu 4/29/27
68	Install Casework	Casework	3 days	Fri 4/30/27	Tue 5/4/27
69	Ceramic Tile	Tile	5 days	Fri 4/30/27	Thu 5/6/27
70	Install Countertops	Tile	2 days	Wed 5/5/27	Thu 5/6/27
71	Finish Electrical	Electrical	3 days	Fri 5/7/27	Tue 5/11/27
72	Finish Plumbing	Plumbing	3 days	Fri 5/7/27	Tue 5/11/27
73	Finish HVAC	HVAC	2 days	Wed 5/12/27	Thu 5/13/27
74	Plaster Brown Coat	Plaster	2 days	Fri 5/21/27	Mon 5/24/27
75	Energize Building	Electrical	1 day	Mon 5/24/27	Mon 5/24/27
76	Brown Coat Cure Time	Plaster	5 days	Tue 5/25/27	Tue 6/1/27
77	Acclimate Building	HVAC	3 days	Tue 5/25/27	Thu 5/27/27
78	Install Flooring	Flooring	5 days	Fri 5/28/27	Fri 6/4/27
79	Paint Exterior Exposed Wood	Painting	2 days	Wed 6/2/27	Thu 6/3/27
80	Plaster Color Coat	Plaster	2 days	Fri 6/4/27	Mon 6/7/27
81	Install Wood Base	DFH	2 days	Mon 6/7/27	Tue 6/8/27
82	Wrought Iron Railing	Misc. Metals	4 days	Tue 6/8/27	Fri 6/11/27
83	Rain Gutters	Rain Gutter	4 days	Tue 6/8/27	Fri 6/11/27
84	Fire Sprinkler Finish	Fire Suppression	1 day	Tue 6/8/27	Tue 6/8/27
85	Exterior Building Lighting	Electrical	1 day	Tue 6/8/27	Tue 6/8/27
86	Final Inspections	Building Dept.	1 day	Wed 6/9/27	Wed 6/9/27
87	Install Interior Doors & Hardware	DFH	2 days	Wed 6/9/27	Thu 6/10/27
88	Substantial Completion / C of O	Building Dept.	1 day	Thu 6/10/27	Thu 6/10/27
89	Restroom Accessories	Specialties	1 day	Fri 6/11/27	Fri 6/11/27
90	Pre-Punch List Walk	GC	2 days	Mon 6/14/27	Tue 6/15/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

Date: Tue 10/6/26
File: B26-058 Preliminary Schedule

COLOMBO CONSTRUCTION COMPANY

Job No.: B26-036
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RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
91	Pre-Punch List Corrections	GC	2 days	Wed 6/16/27	Thu 6/17/27
92	Janitorial Rough Cleaning	Janitorial	3 days	Fri 6/18/27	Tue 6/22/27
93	Punch List Walk	Owner	1 day	Fri 6/18/27	Fri 6/18/27
94	Punch List Corrections	All Trades	5 days	Mon 6/21/27	Fri 6/25/27
95	FF&E Installation	FF&E	3 days	Wed 6/23/27	Fri 6/25/27
96	Final Punch List Acceptance Walk	Owner	1 day	Mon 6/28/27	Mon 6/28/27
97	Janitorial Final Cleaning	Janitorial	2 days	Mon 6/28/27	Tue 6/29/27
98	Final Completion	GC	1 day	Wed 6/30/27	Wed 6/30/27
99	**BUILDING 200**		**138 days**	**Tue 12/29/26**	**Tue 7/13/27**
100	Abatement	Demolition	10 days	Tue 12/29/26	Tue 1/12/27
101	Remove Roof Tiles & Sheathing	Demolition	5 days	Wed 1/13/27	Tue 1/19/27
102	Demolition	Demolition	5 days	Wed 1/20/27	Tue 1/26/27
103	Demo Subfloor	Rough Carpentry	2 days	Wed 1/27/27	Thu 1/28/27
104	Install New Subfloor	Rough Carpentry	3 days	Fri 1/29/27	Tue 2/2/27
105	Underslab Plumbing	Plumbing	7 days	Wed 2/3/27	Thu 2/11/27
106	Underslab Plumbing Inspection	Building Dept.	1 day	Fri 2/12/27	Fri 2/12/27
107	Underslab Plumbing Backfill	Plumbing	2 days	Mon 2/15/27	Tue 2/16/27
108	Slab Rebar	Concrete	1 day	Wed 2/17/27	Wed 2/17/27
109	Rebar Inspection	Building Dept.	1 day	Thu 2/18/27	Thu 2/18/27
110	Slab Patchback	Concrete	4 days	Fri 2/19/27	Wed 2/24/27
111	Wall Framing	Rough Carpentry	5 days	Thu 2/25/27	Wed 3/3/27
112	Roof Framing	Rough Carpentry	4 days	Thu 3/4/27	Tue 3/9/27
113	Top-Out Plumbing	Plumbing	5 days	Wed 3/10/27	Tue 3/16/27
114	Rough HVAC	HVAC	3 days	Wed 3/17/27	Fri 3/19/27
115	Roofing Felt & Battens	Roofing	3 days	Mon 3/22/27	Wed 3/24/27
116	Rough Electrical / Data	Electrical	8 days	Mon 3/22/27	Wed 3/31/27
117	Load Roof Tiles	Roofing	2 days	Thu 3/25/27	Fri 3/26/27
118	Roof Tile Installation	Roofing	5 days	Mon 3/29/27	Fri 4/2/27
119	Fire Sprinkler Branch Lines and Drops	Fire Suppression	2 days	Thu 4/1/27	Fri 4/2/27
120	Fire Sprinkler Inspection	Fire Department	1 day	Mon 4/5/27	Mon 4/5/27
121	BPME Inspection	Building Dept.	1 day	Tue 4/6/27	Tue 4/6/27
122	Hollow Metal Door Frames	DFH	2 days	Wed 4/7/27	Thu 4/8/27
123	Windows	Windows	2 days	Wed 4/7/27	Thu 4/8/27
124	Exterior Lath	Plaster	4 days	Fri 4/9/27	Wed 4/14/27
125	Wall & Roof Insulation / Title 24	Insulation	2 days	Thu 4/15/27	Fri 4/16/27
126	Insulation Inspection	Building Dept.	1 day	Mon 4/19/27	Mon 4/19/27
127	Shower Units	Plumbing	2 days	Tue 4/20/27	Wed 4/21/27
128	Install Drywall	Drywall	4 days	Thu 4/22/27	Tue 4/27/27
129	Interior / Exterior Lath Inspection	Building Dept.	1 day	Wed 4/28/27	Wed 4/28/27
130	Tape / Top / Texture	Drywall	8 days	Wed 4/28/27	Fri 5/7/27
131	Plaster Scratch Coat	Plaster	1 day	Thu 4/29/27	Thu 4/29/27
132	Scratch Coat Cure Time	Plaster	2 days	Fri 4/30/27	Mon 5/3/27
133	Cultured Stone	Masonry	5 days	Tue 5/4/27	Mon 5/10/27
134	Interior Doors & Frames	DFH	5 days	Mon 5/10/27	Fri 5/14/27
135	Paint Interiors	Painting	4 days	Mon 5/17/27	Thu 5/20/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

Date: Tue 10/6/26
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COLOMBO CONSTRUCTION COMPANY

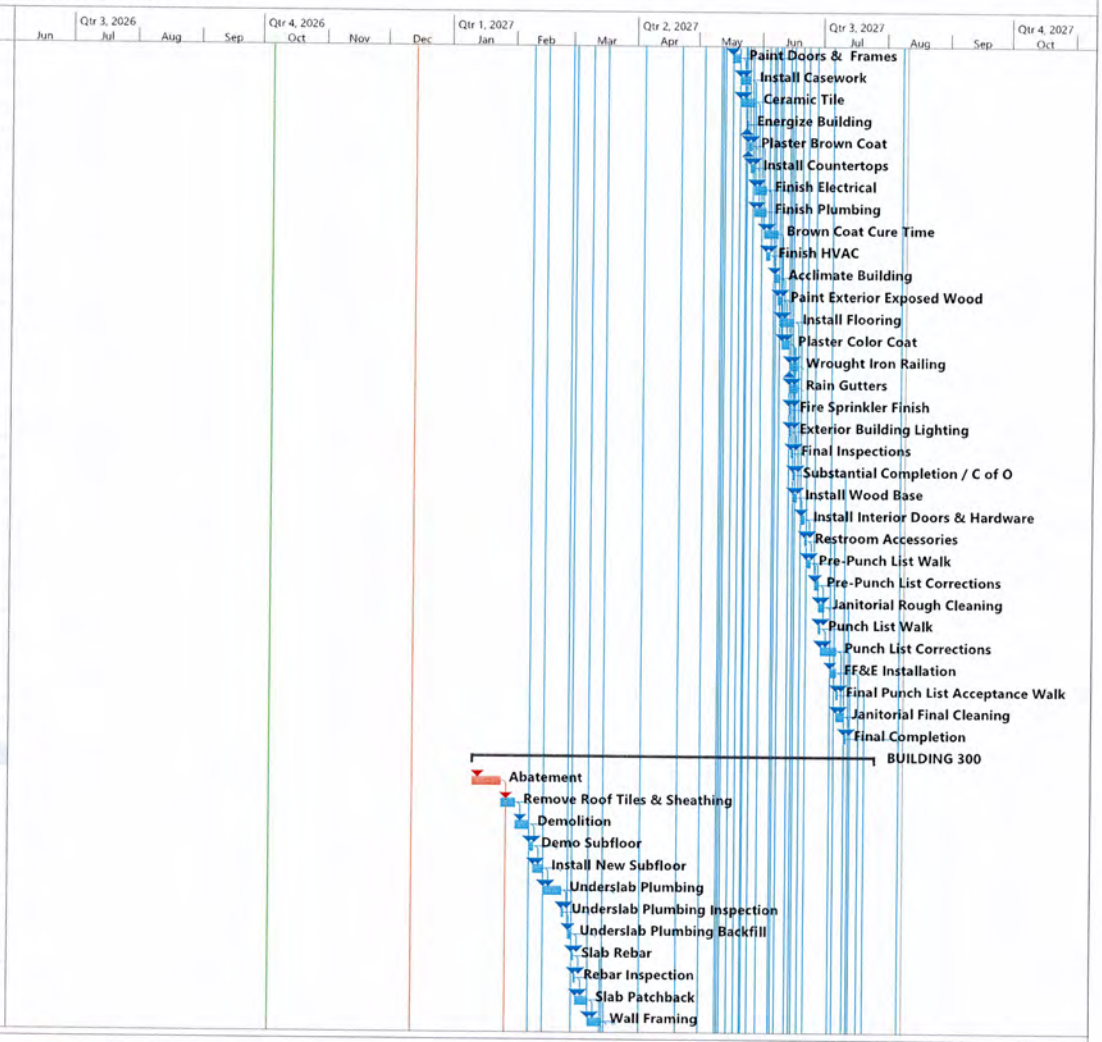
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RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
136	Paint Doors & Frames	Painting	4 days	Mon 5/17/27	Thu 5/20/27
137	Install Casework	Casework	3 days	Fri 5/21/27	Tue 5/25/27
138	Ceramic Tile	Tile	5 days	Fri 5/21/27	Thu 5/27/27
139	Energize Building	Electrical	1 day	Mon 5/24/27	Mon 5/24/27
140	Plaster Brown Coat	Plaster	2 days	Tue 5/25/27	Wed 5/26/27
141	Install Countertops	Tile	2 days	Wed 5/26/27	Thu 5/27/27
142	Finish Electrical	Electrical	3 days	Fri 5/28/27	Wed 6/2/27
143	Finish Plumbing	Plumbing	3 days	Fri 5/28/27	Wed 6/2/27
144	Brown Coat Cure Time	Plaster	5 days	Wed 6/2/27	Tue 6/8/27
145	Finish HVAC	HVAC	2 days	Thu 6/3/27	Fri 6/4/27
146	Acclimate Building	HVAC	3 days	Mon 6/7/27	Wed 6/9/27
147	Paint Exterior Exposed Wood	Painting	2 days	Wed 6/9/27	Thu 6/10/27
148	Install Flooring	Flooring	5 days	Thu 6/10/27	Wed 6/16/27
149	Plaster Color Coat	Plaster	2 days	Fri 6/11/27	Mon 6/14/27
150	Wrought Iron Railing	Misc. Metals	4 days	Tue 6/15/27	Fri 6/18/27
151	Rain Gutters	Rain Gutter	4 days	Tue 6/15/27	Fri 6/18/27
152	Fire Sprinkler Finish	Fire Suppression	1 day	Tue 6/15/27	Tue 6/15/27
153	Exterior Building Lighting	Electrical	1 day	Tue 6/15/27	Tue 6/15/27
154	Final Inspections	Building Dept.	1 day	Wed 6/16/27	Wed 6/16/27
155	Substantial Completion / C of O	Building Dept.	1 day	Thu 6/17/27	Thu 6/17/27
156	Install Wood Base	DFH	2 days	Thu 6/17/27	Fri 6/18/27
157	Install Interior Doors & Hardware	DFH	2 days	Mon 6/21/27	Tue 6/22/27
158	Restroom Accessories	Specialties	1 day	Wed 6/23/27	Wed 6/23/27
159	Pre-Punch List Walk	GC	2 days	Thu 6/24/27	Fri 6/25/27
160	Pre-Punch List Corrections	GC	2 days	Mon 6/28/27	Tue 6/29/27
161	Janitorial Rough Cleaning	Janitorial	3 days	Wed 6/30/27	Fri 7/2/27
162	Punch List Walk	Owner	1 day	Wed 6/30/27	Wed 6/30/27
163	Punch List Corrections	All Trades	5 days	Thu 7/1/27	Thu 7/8/27
164	FF&E Installation	FF&E	3 days	Tue 7/6/27	Thu 7/8/27
165	Final Punch List Acceptance Walk	Owner	1 day	Fri 7/9/27	Fri 7/9/27
166	Janitorial Final Cleaning	Janitorial	2 days	Fri 7/9/27	Mon 7/12/27
167	Final Completion	GC	1 day	Tue 7/13/27	Tue 7/13/27
168	**BUILDING 300**		**138 days**	**Wed 1/13/27**	**Tue 7/27/27**
169	Abatement	Demolition	10 days	Wed 1/13/27	Tue 1/26/27
170	Remove Roof Tiles & Sheathing	Roofing	5 days	Wed 1/27/27	Tue 2/2/27
171	Demolition	Demolition	5 days	Wed 2/3/27	Tue 2/9/27
172	Demo Subfloor	Rough Carpentry	2 days	Wed 2/10/27	Thu 2/11/27
173	Install New Subfloor	Rough Carpentry	3 days	Fri 2/12/27	Tue 2/16/27
174	Underslab Plumbing	Plumbing	7 days	Wed 2/17/27	Thu 2/25/27
175	Underslab Plumbing Inspection	Building Dept.	1 day	Fri 2/26/27	Fri 2/26/27
176	Underslab Plumbing Backfill	Plumbing	2 days	Mon 3/1/27	Tue 3/2/27
177	Slab Rebar	Concrete	1 day	Wed 3/3/27	Wed 3/3/27
178	Rebar Inspection	Building Dept.	1 day	Thu 3/4/27	Thu 3/4/27
179	Slab Patchback	Concrete	4 days	Fri 3/5/27	Wed 3/10/27
180	Wall Framing	Rough Carpentry	5 days	Thu 3/11/27	Wed 3/17/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

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COLOMBO CONSTRUCTION COMPANY

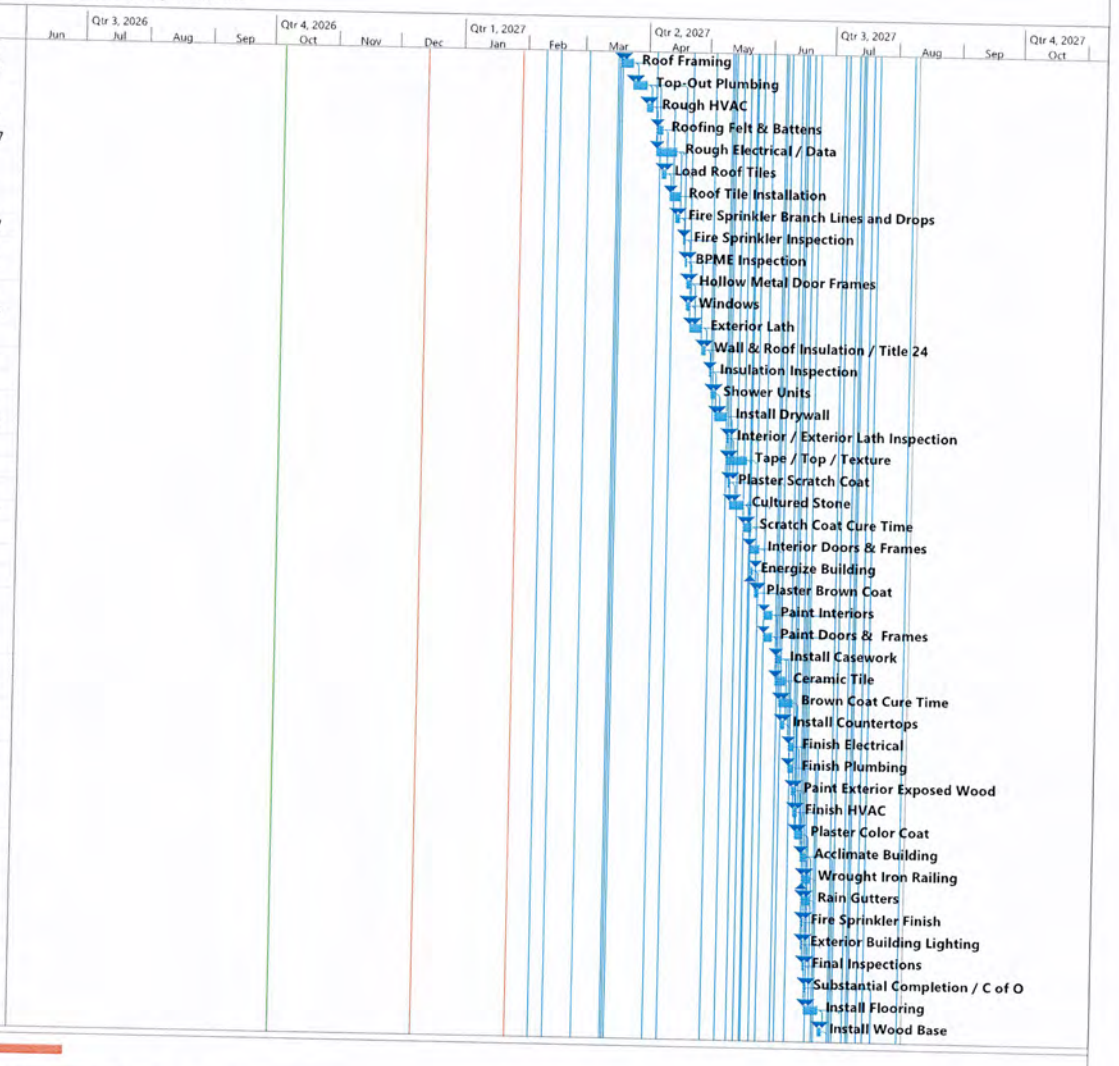
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RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
181	Roof Framing	Rough Carpentry	4 days	Thu 3/18/27	Tue 3/23/27
182	Top-Out Plumbing	Plumbing	5 days	Wed 3/24/27	Tue 3/30/27
183	Rough HVAC	HVAC	3 days	Wed 3/31/27	Fri 4/2/27
184	Roofing Felt & Battens	Roofing	3 days	Mon 4/5/27	Wed 4/7/27
185	Rough Electrical / Data	Electrical	8 days	Mon 4/5/27	Wed 4/14/27
186	Load Roof Tiles	Roofing	2 days	Thu 4/8/27	Fri 4/9/27
187	Roof Tile Installation	Roofing	5 days	Mon 4/12/27	Fri 4/16/27
188	Fire Sprinkler Branch Lines and Drops	Fire Suppression	2 days	Thu 4/15/27	Fri 4/16/27
189	Fire Sprinkler Inspection	Fire Department	1 day	Mon 4/19/27	Mon 4/19/27
190	BPME Inspection	Building Dept.	1 day	Tue 4/20/27	Tue 4/20/27
191	Hollow Metal Door Frames	DFH	2 days	Wed 4/21/27	Thu 4/22/27
192	Windows	Windows	2 days	Wed 4/21/27	Thu 4/22/27
193	Exterior Lath	Plaster	4 days	Fri 4/23/27	Wed 4/28/27
194	Wall & Roof Insulation / Title 24	Insulation	2 days	Thu 4/29/27	Fri 4/30/27
195	Insulation Inspection	Building Dept.	1 day	Mon 5/3/27	Mon 5/3/27
196	Shower Units	Plumbing	2 days	Tue 5/4/27	Wed 5/5/27
197	Install Drywall	Drywall	4 days	Thu 5/6/27	Tue 5/11/27
198	Interior / Exterior Lath Inspection	Building Dept.	1 day	Wed 5/12/27	Wed 5/12/27
199	Tape / Top / Texture	Drywall	8 days	Wed 5/12/27	Fri 5/21/27
200	Plaster Scratch Coat	Plaster	1 day	Thu 5/13/27	Thu 5/13/27
201	Cultured Stone	Masonry	5 days	Fri 5/14/27	Thu 5/20/27
202	Scratch Coat Cure Time	Plaster	2 days	Fri 5/21/27	Mon 5/24/27
203	Interior Doors & Frames	DFH	5 days	Mon 5/24/27	Fri 5/28/27
204	Energize Building	Electrical	1 day	Tue 5/25/27	Tue 5/25/27
205	Plaster Brown Coat	Plaster	2 days	Thu 5/27/27	Fri 5/28/27
206	Paint Interiors	Painting	4 days	Tue 6/1/27	Fri 6/4/27
207	Paint Doors & Frames	Painting	4 days	Tue 6/1/27	Fri 6/4/27
208	Install Casework	Casework	3 days	Mon 6/7/27	Wed 6/9/27
209	Ceramic Tile	Tile	5 days	Mon 6/7/27	Fri 6/11/27
210	Brown Coat Cure Time	Plaster	5 days	Wed 6/9/27	Tue 6/15/27
211	Install Countertops	Tile	2 days	Thu 6/10/27	Fri 6/11/27
212	Finish Electrical	Electrical	3 days	Mon 6/14/27	Wed 6/16/27
213	Finish Plumbing	Plumbing	3 days	Mon 6/14/27	Wed 6/16/27
214	Paint Exterior Exposed Wood	Painting	2 days	Wed 6/16/27	Thu 6/17/27
215	Finish HVAC	HVAC	2 days	Thu 6/17/27	Fri 6/18/27
216	Plaster Color Coat	Plaster	2 days	Fri 6/18/27	Mon 6/21/27
217	Acclimate Building	HVAC	3 days	Mon 6/21/27	Wed 6/23/27
218	Wrought Iron Railing	Misc. Metals	4 days	Tue 6/22/27	Fri 6/25/27
219	Rain Gutters	Rain Gutter	4 days	Tue 6/22/27	Fri 6/25/27
220	Fire Sprinkler Finish	Fire Suppression	1 day	Tue 6/22/27	Tue 6/22/27
221	Exterior Building Lighting	Electrical	1 day	Tue 6/22/27	Tue 6/22/27
222	Final Inspections	Building Dept.	1 day	Wed 6/23/27	Wed 6/23/27
223	Substantial Completion / C of O	Building Dept.	1 day	Thu 6/24/27	Thu 6/24/27
224	Install Flooring	Flooring	5 days	Thu 6/24/27	Wed 6/30/27
225	Install Wood Base	DFH	2 days	Thu 7/1/27	Fri 7/2/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

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COLOMBO CONSTRUCTION COMPANY

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RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
226	Install Interior Doors & Hardware	DFH	2 days	Tue 7/6/27	Wed 7/7/27
227	Restroom Accessories	Specialties	1 day	Thu 7/8/27	Thu 7/8/27
228	Pre-Punch List Walk	GC	2 days	Fri 7/9/27	Mon 7/12/27
229	Pre-Punch List Corrections	GC	2 days	Tue 7/13/27	Wed 7/14/27
230	Janitorial Rough Cleaning	Janitorial	3 days	Thu 7/15/27	Mon 7/19/27
231	Punch List Walk	Owner	1 day	Thu 7/15/27	Thu 7/15/27
232	Punch List Corrections	All Trades	5 days	Fri 7/16/27	Thu 7/22/27
233	FF&E Installation	FF&E	3 days	Tue 7/20/27	Thu 7/22/27
234	Final Punch List Acceptance Walk	Owner	1 day	Fri 7/23/27	Fri 7/23/27
235	Janitorial Final Cleaning	Janitorial	2 days	Fri 7/23/27	Mon 7/26/27
236	Final Completion	GC	1 day	Tue 7/27/27	Tue 7/27/27
237	**BUILDING 400**		**138 days**	**Wed 1/27/27**	**Tue 8/10/27**
238	Abatement	Demolition	10 days	Wed 1/27/27	Tue 2/9/27
239	Remove Roof Tiles & Sheathing	Roofing	5 days	Wed 2/10/27	Tue 2/16/27
240	Demolition	Demolition	5 days	Wed 2/17/27	Tue 2/23/27
241	Demo Subfloor	Rough Carpentry	2 days	Wed 2/24/27	Thu 2/25/27
242	Install New Subfloor	Rough Carpentry	3 days	Fri 2/26/27	Tue 3/2/27
243	Underslab Plumbing	Plumbing	7 days	Wed 3/3/27	Thu 3/11/27
244	Underslab Plumbing Inspection	Building Dept.	1 day	Fri 3/12/27	Fri 3/12/27
245	Underslab Plumbing Backfill	Plumbing	2 days	Mon 3/15/27	Tue 3/16/27
246	Slab Rebar	Concrete	1 day	Wed 3/17/27	Wed 3/17/27
247	Rebar Inspection	Building Dept.	1 day	Thu 3/18/27	Thu 3/18/27
248	Slab Patchback	Concrete	4 days	Fri 3/19/27	Wed 3/24/27
249	Wall Framing	Rough Carpentry	5 days	Thu 3/25/27	Wed 3/31/27
250	Roof Framing	Rough Carpentry	4 days	Thu 4/1/27	Tue 4/6/27
251	Top-Out Plumbing	Plumbing	5 days	Wed 4/7/27	Tue 4/13/27
252	Rough HVAC	HVAC	3 days	Wed 4/14/27	Fri 4/16/27
253	Roofing Felt & Battens	Roofing	3 days	Mon 4/19/27	Wed 4/21/27
254	Rough Electrical / Data	Electrical	8 days	Mon 4/19/27	Wed 4/28/27
255	Load Roof Tiles	Roofing	2 days	Thu 4/22/27	Fri 4/23/27
256	Roof Tile Installation	Roofing	5 days	Mon 4/26/27	Fri 4/30/27
257	Fire Sprinkler Branch Lines and Drops	Fire Suppression	4 days	Thu 4/29/27	Tue 5/4/27
258	Fire Sprinkler Inspection	Fire Department	1 day	Wed 5/5/27	Wed 5/5/27
259	BPME Inspection	Building Dept.	1 day	Thu 5/6/27	Thu 5/6/27
260	Hollow Metal Door Frames	DFH	3 days	Fri 5/7/27	Tue 5/11/27
261	Windows	Windows	2 days	Fri 5/7/27	Mon 5/10/27
262	Exterior Lath	Plaster	4 days	Wed 5/12/27	Mon 5/17/27
263	Wall & Roof Insulation / Title 24	Insulation	2 days	Tue 5/18/27	Wed 5/19/27
264	Insulation Inspection	Building Dept.	1 day	Thu 5/20/27	Thu 5/20/27
265	Install Drywall	Drywall	4 days	Fri 5/21/27	Wed 5/26/27
266	Energize Building	Electrical	1 day	Wed 5/26/27	Wed 5/26/27
267	Interior / Exterior Lath Inspection	Building Dept.	1 day	Thu 5/27/27	Thu 5/27/27
268	Tape / Top / Texture	Drywall	8 days	Thu 5/27/27	Tue 6/8/27
269	Plaster Scratch Coat	Plaster	1 day	Fri 5/28/27	Fri 5/28/27
270	Scratch Coat Cure Time	Plaster	2 days	Tue 6/1/27	Wed 6/2/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

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COLOMBO CONSTRUCTION COMPANY

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RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
271	Install Rock Wainscot	Masonry	5 days	Thu 6/3/27	Wed 6/9/27
272	Cultured Stone	Masonry	5 days	Thu 6/3/27	Wed 6/9/27
273	Interior Doors & Frames	DFH	5 days	Wed 6/9/27	Tue 6/15/27
274	Plaster Brown Coat	Plaster	2 days	Thu 6/10/27	Fri 6/11/27
275	Brown Coat Cure Time	Plaster	5 days	Wed 6/16/27	Tue 6/22/27
276	Paint Interiors	Painting	4 days	Wed 6/16/27	Mon 6/21/27
277	Paint Doors & Frames	Painting	4 days	Wed 6/16/27	Mon 6/21/27
278	Install Casework & Countertops	Casework	3 days	Tue 6/22/27	Thu 6/24/27
279	Ceramic Tile	Tile	4 days	Tue 6/22/27	Fri 6/25/27
280	Paint Exterior Exposed Wood	Painting	2 days	Wed 6/23/27	Thu 6/24/27
281	Plaster Color Coat	Plaster	2 days	Fri 6/25/27	Mon 6/28/27
282	Install Countertops	Casework	2 days	Fri 6/25/27	Mon 6/28/27
283	Finish Plumbing	Plumbing	3 days	Mon 6/28/27	Wed 6/30/27
284	Fire Sprinkler Finish	Fire Suppression	1 day	Tue 6/29/27	Tue 6/29/27
285	Wrought Iron Railing	Misc. Metals	4 days	Tue 6/29/27	Fri 7/2/27
286	Rain Gutters	Rain Gutter	4 days	Tue 6/29/27	Fri 7/2/27
287	Finish Electrical	Electrical	3 days	Tue 6/29/27	Thu 7/1/27
288	Exterior Building Lighting	Electrical	1 day	Fri 7/2/27	Fri 7/2/27
289	Finish HVAC	HVAC	2 days	Fri 7/2/27	Tue 7/6/27
290	Final Inspections	Building Dept.	1 day	Wed 7/7/27	Wed 7/7/27
291	Acclimate Building	HVAC	3 days	Wed 7/7/27	Fri 7/9/27
292	Substantial Completion / C of O	Building Dept.	1 day	Thu 7/8/27	Thu 7/8/27
293	Install Flooring	Flooring	5 days	Mon 7/12/27	Fri 7/16/27
294	Install RTSB	Flooring	1 day	Mon 7/19/27	Mon 7/19/27
295	Install Interior Doors & Hardware	DFH	2 days	Tue 7/20/27	Wed 7/21/27
296	Restroom Accessories	Specialties	1 day	Thu 7/22/27	Thu 7/22/27
297	Pre-Punch List Walk	GC	2 days	Fri 7/23/27	Mon 7/26/27
298	Pre-Punch List Corrections	GC	2 days	Tue 7/27/27	Wed 7/28/27
299	Janitorial Rough Cleaning	Janitorial	3 days	Thu 7/29/27	Mon 8/2/27
300	Punch List Walk	Owner	1 day	Thu 7/29/27	Thu 7/29/27
301	Punch List Corrections	All Trades	5 days	Fri 7/30/27	Thu 8/5/27
302	FF&E Installation	FF&E	3 days	Tue 8/3/27	Thu 8/5/27
303	Final Punch List Acceptance Walk	Owner	1 day	Fri 8/6/27	Fri 8/6/27
304	Janitorial Final Cleaning	Janitorial	2 days	Fri 8/6/27	Mon 8/9/27
305	Final Completion	GC	1 day	Tue 8/10/27	Tue 8/10/27
306	**ONSITE ACTIVITIES**		**122 days**	**Mon 12/14/26**	**Fri 6/4/27**
307	Demolition	Demolition	5 days	Mon 12/14/26	Fri 12/18/26
308	Survey Site for Grading	Survey	2 days	Mon 12/21/26	Tue 12/22/26
309	Grading	Earthwork	15 days	Wed 12/23/26	Thu 1/14/27
310	Storm Drain	Site Utilities	10 days	Fri 1/15/27	Thu 1/28/27
311	UG Electrical Mains	Electrical	3 days	Fri 1/29/27	Tue 2/2/27
312	UG Telephone	Electrical	2 days	Fri 1/29/27	Mon 2/1/27
313	Sanitary Sewer	Site Utilities	8 days	Fri 1/29/27	Tue 2/9/27
314	UG Domestic Water & Fire Water	Site Utilities	5 days	Wed 2/3/27	Tue 2/9/27
315	Set Transformer	Electrical	5 days	Tue 2/9/27	Mon 2/15/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

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COLOMBO CONSTRUCTION COMPANY

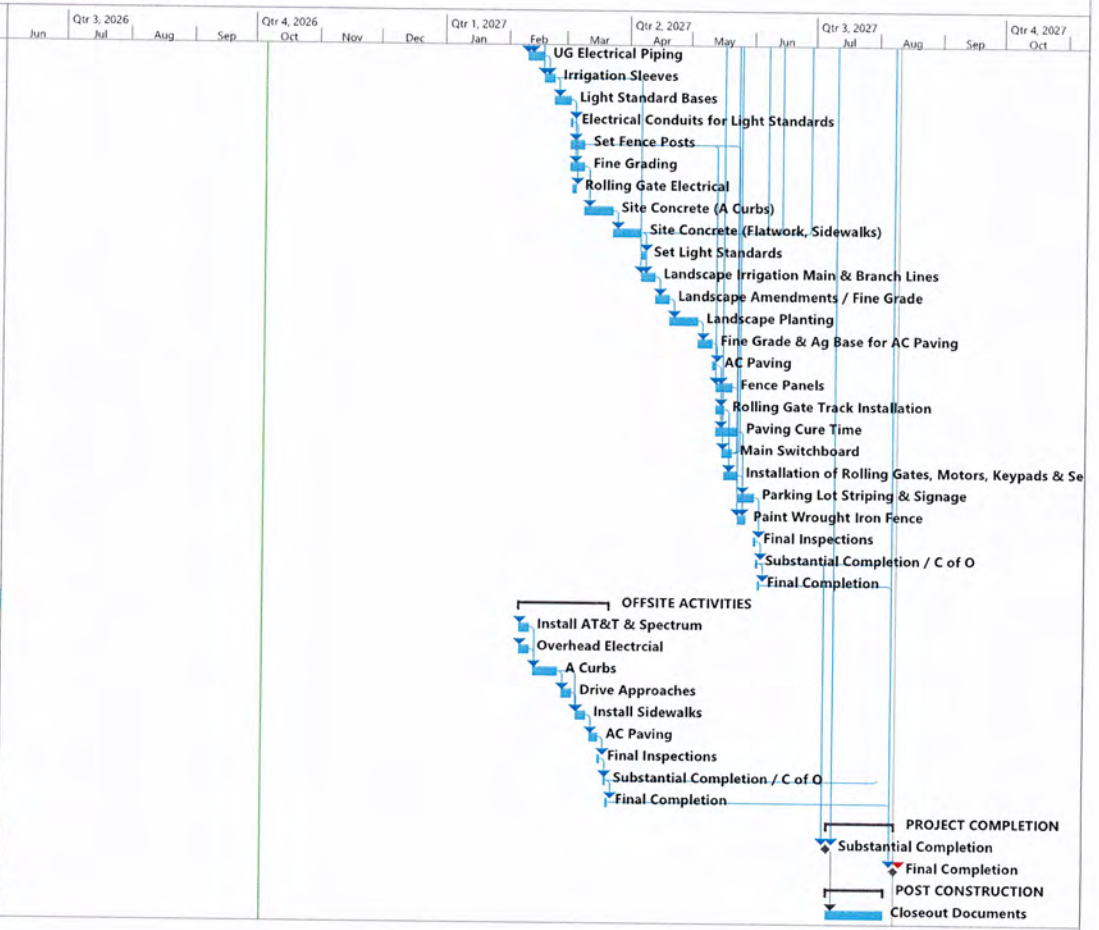
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RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Community Action Partnership of Kern

Preliminary Project Schedule

ID	Task Name	Trade	Duration	Start	Finish
316	UG Electrical Piping	Electrical	6 days	Wed 2/10/27	Wed 2/17/27
317	Irrigation Sleeves	Landscape	3 days	Thu 2/18/27	Mon 2/22/27
318	Light Standard Bases	Site Concrete	6 days	Tue 2/23/27	Tue 3/2/27
319	Electrical Conduits for Light Standards	Electrical	1 day	Wed 3/3/27	Wed 3/3/27
320	Set Fence Posts	Fencing	5 days	Wed 3/3/27	Tue 3/9/27
321	Fine Grading	Earthwork	5 days	Wed 3/3/27	Tue 3/9/27
322	Rolling Gate Electrical	Electrical	2 days	Thu 3/4/27	Fri 3/5/27
323	Site Concrete (A Curbs)	Site Concrete	10 days	Wed 3/10/27	Tue 3/23/27
324	Site Concrete (Flatwork, Sidewalks)	Site Concrete	10 days	Wed 3/24/27	Tue 4/6/27
325	Set Light Standards	Electrical	2 days	Wed 4/7/27	Thu 4/8/27
326	Landscape Irrigation Main & Branch Lines	Landscape	5 days	Wed 4/7/27	Tue 4/13/27
327	Landscape Amendments / Fine Grade	Landscape	5 days	Wed 4/14/27	Tue 4/20/27
328	Landscape Planting	Landscape	10 days	Wed 4/21/27	Tue 5/4/27
329	Fine Grade & Ag Base for AC Paving	Paving	5 days	Wed 5/5/27	Tue 5/11/27
330	AC Paving	Paving	2 days	Wed 5/12/27	Thu 5/13/27
331	Fence Panels	Fencing	6 days	Fri 5/14/27	Fri 5/21/27
332	Rolling Gate Track Installation	Fencing	2 days	Fri 5/14/27	Mon 5/17/27
333	Paving Cure Time	Paving	7 days	Fri 5/14/27	Mon 5/24/27
334	Main Switchboard	Electrical	5 days	Mon 5/17/27	Fri 5/21/27
335	Installation of Rolling Gates, Motors, Keypads & Sens	Fencing	5 days	Tue 5/18/27	Mon 5/24/27
336	Parking Lot Striping & Signage	Paving	5 days	Tue 5/25/27	Tue 6/1/27
337	Paint Wrought Iron Fence	Fencing	4 days	Tue 5/25/27	Fri 5/28/27
338	Final Inspections	Building Dept.	1 day	Wed 6/2/27	Wed 6/2/27
339	Substantial Completion / C of O	Building Dept.	1 day	Thu 6/3/27	Thu 6/3/27
340	Final Completion	GC	1 day	Fri 6/4/27	Fri 6/4/27
341	**OFFSITE ACTIVITIES**		**32 days**	**Mon 2/8/27**	**Tue 3/23/27**
342	Install AT&T & Spectrum	Electrical	5 days	Mon 2/8/27	Fri 2/12/27
343	Overhead Electrcial	PGE	5 days	Mon 2/8/27	Fri 2/12/27
344	A Curbs	Site Concrete	10 days	Mon 2/15/27	Fri 2/26/27
345	Drive Approaches	Site Concrete	5 days	Mon 3/1/27	Fri 3/5/27
346	Install Sidewalks	Site Concrete	5 days	Mon 3/8/27	Fri 3/12/27
347	AC Paving	Paving	4 days	Mon 3/15/27	Thu 3/18/27
348	Final Inspections	Building Dept.	1 day	Fri 3/19/27	Fri 3/19/27
349	Substantial Completion / C of O	Building Dept.	1 day	Mon 3/22/27	Mon 3/22/27
350	Final Completion	GC	1 day	Tue 3/23/27	Tue 3/23/27
351	**PROJECT COMPLETION**		**23 days**	**Thu 7/8/27**	**Tue 8/10/27**
352	Substantial Completion	GC	0 days	Thu 7/8/27	Thu 7/8/27
353	Final Completion	GC	0 days	Tue 8/10/27	Tue 8/10/27
354	**POST CONSTRUCTION**		**20 days**	**Fri 7/9/27**	**Thu 8/5/27**
355	Closeout Documents	GC	20 days	Fri 7/9/27	Thu 8/5/27



Gantt Chart Legend: Task | Milestone | Summary | Critical Path

Date: Tue 10/6/26
File: B26-058 Preliminary Schedule

COLOMBO CONSTRUCTION COMPANY

Job No.: B26-036
Page: 8

RELEVANT PROJECT EXPERIENCE

Evaluation Criterion #2 (10 Points)

Colombo Construction Company, Inc. has extensive experience successfully delivering renovation, rehabilitation, modernization, and adaptive-reuse projects within existing facilities. Our experience includes transforming existing buildings for new uses, upgrading aging infrastructure and building systems, performing construction within occupied and operational environments, coordinating phased construction, and addressing unforeseen existing conditions while maintaining safety, quality, budget, and schedule.

The projects highlighted below demonstrate Colombo's experience most relevant to the Ramkabir Permanent Supportive Housing Project, including adaptive reuse, comprehensive rehabilitation and modernization, integration of new building systems with existing conditions, coordination of multiple trades and stakeholders, and construction within active environments. Collectively, these projects demonstrate our ability to successfully transform existing facilities into safe, functional, accessible, and community-serving spaces while carefully managing the challenges inherent in renovation and rehabilitation work.

COMMUNITY ACTION PARTNERSHIP OF KERN | CENTRAL KITCHEN

Bakersfield, California | $5.5 Million | Design-Build

Project Overview:
Colombo served as the design-builder for the $5.5 million CAPK Central Kitchen, transforming a former maintenance and operations building into a state-of-the-art commercial kitchen serving the Community Action Partnership of Kern. Working with Skarphol/Frank Associates, Colombo converted the existing steel-frame building into a specialized community-serving facility.

The project included new food preparation, cooking, packaging, and storage areas, along with new mechanical, electrical, and plumbing systems tailored to the requirements of a high-volume commercial kitchen. Colombo worked closely with CAPK and the design team throughout design and construction to coordinate specialized systems, utility routing, finishes, workflow, budget, and schedule.

Relevance to CAPK Ramkabir:
The CAPK Central Kitchen provides particularly relevant experience because it involved the adaptive reuse of an existing building for a completely new purpose. Colombo retained and worked within the existing structural framework while integrating new architectural finishes, mechanical, electrical, plumbing, and other building systems necessary to create a modern community-serving facility.

This experience directly relates to the Ramkabir project, where an existing building must be transformed into permanent supportive housing that meets current standards for safety, accessibility, functionality, and resident services. As with Ramkabir, the Central Kitchen required Colombo to understand existing conditions, determine how the existing structure could be effectively reused, and integrate substantial new construction and building systems into the existing facility.

The project also demonstrates Colombo's experience working directly with CAPK and coordinating closely with the owner and design team throughout the project. This familiarity with CAPK's organization, expectations, and community-serving mission provides additional value as Colombo works with CAPK to deliver Ramkabir.

RELEVANT PROJECT EXPERIENCE

Evaluation Criterion #2 (10 Points)

Most importantly, the Central Kitchen demonstrates Colombo's ability to give an existing building a completely new life through thoughtful planning, careful coordination, and disciplined construction management.

Schedule Performance:
The project schedule was extended during construction to accommodate multiple owner-directed additions and scope changes. Colombo worked closely with CAPK and the design team to incorporate the additional work, coordinate the associated impacts, and maintain progress toward the revised completion requirements. The final completion date reflected the approved schedule extensions associated with these owner-directed changes.

RICHARDSON CHILD DEVELOPMENT CENTER | CAMPUS MODERNIZATION

Bakersfield, California | $17.7 Million | Construction Management

Project Overview:
Colombo completed the $17.7 million campus-wide modernization of the Richardson Child Development Center in Bakersfield. Originally constructed in 1955, the campus included six existing buildings totaling approximately 32,816 square feet serving general education and special education preschool programs.

The project included renovations and expansions to classroom wings, administration and multipurpose buildings, restrooms, offices, library, cafeteria, commons, conference and reception areas, playgrounds, parking, walkways, and site improvements. Major upgrades brought existing facilities into compliance with current requirements, including fire alarm, data, plumbing, mechanical, and electrical improvements, along with new finishes, flooring, cabinetry, and circulation improvements.

Relevance to CAPK Ramkabir:
Richardson demonstrates Colombo's ability to manage comprehensive modernization of an older existing facility while preserving and improving existing buildings and infrastructure. The project required coordination of architectural finishes, building systems, accessibility, circulation, and site improvements across multiple existing buildings and varied spaces.

The project is relevant to Ramkabir because it required Colombo to address the many interconnected components of an existing facility rather than treating individual improvements as isolated scopes of work. Building systems, accessibility, interior finishes, circulation, site improvements, and operational requirements all had to be coordinated as part of a comprehensive modernization effort.

This experience is applicable to the Ramkabir project, where successful rehabilitation will depend on coordinating numerous improvements into a cohesive residential environment. Richardson also reinforces Colombo's ability to bring older facilities up to current standards while maintaining a focus on safety, accessibility, functionality, and the experience of the people who use the completed facility.

Schedule Performance:
Colombo completed the Richardson Child Development Center project approximately 6-months ahead of the contractual completion date on an 19-month construction schedule. This performance demonstrates Colombo's ability to effectively plan, sequence, and coordinate complex renovation work while maintaining schedule control and achieving an established, deadline-driven completion date.

RELEVANT PROJECT EXPERIENCE

Evaluation Criterion #2 (10 Points)

BAKERSFIELD MEMORIAL HOSPITAL | PEDIATRIC SURGERY EXPANSION

Bakersfield, California | $18.8 Million | Design-Build

Project Overview:
Colombo provided comprehensive preconstruction and construction services for the $18.8 million Pediatric Surgery Expansion at Bakersfield Memorial Hospital. The 10,480-square-foot project added three pediatric operating rooms, eight pre-op/PACU bays, a centralized nurses' station, and associated surgical support spaces.

The new Pediatric Surgery Suite was constructed as a vertical expansion directly above a fully operational Emergency Department and connected to the hospital's existing Surgical Suite within the adjacent East Tower and Cath Lab buildings. The project required intricate phasing, infection control planning, vibration monitoring, and continuous coordination to maintain uninterrupted hospital operations.

A structural "top-down" construction approach was developed to allow the floor framing system to be suspended downward without penetrating the Emergency Department ceiling below. This preserved life-safety systems and allowed emergency services to remain fully operational throughout construction.

Relevance to CAPK Ramkabir:
The Pediatric Surgery Expansion demonstrates Colombo's ability to execute complex rehabilitation and expansion work within and immediately adjacent to an occupied, fully operational existing facility. The project required Colombo to work within significant physical and operational constraints while integrating new construction with existing structures, building systems, life-safety systems, and active hospital operations.

This experience is directly relevant to Ramkabir because successful rehabilitation of an existing building requires much more than completing the new work shown on the drawings. Colombo must first understand how the existing facility functions, identify potential conflicts and constraints, and then sequence the work so new construction can be safely and efficiently integrated with existing conditions.

The Pediatric Surgery Expansion required careful coordination of structure, access, deliveries, vibration, noise, life-safety systems, and ongoing operations. These same principles apply to the Ramkabir project, where Colombo will need to carefully manage construction activities within an existing building and minimize impacts to surrounding operations, residents, staff, neighbors, and other stakeholders.

The project also demonstrates Colombo's ability to identify complex existing-condition challenges early and develop practical construction solutions. The top-down structural approach allowed the project to proceed while protecting the Emergency Department below and maintaining critical hospital operations. This proactive approach to identifying constraints, developing solutions, and coordinating those solutions with the owner and design team is directly applicable to the rehabilitation of Ramkabir.

Finally, the Pediatric Surgery Expansion demonstrates Colombo's ability to build and maintain strong relationships with sophisticated institutional owners while successfully navigating highly complex construction environments. The project required continuous communication and coordination with hospital personnel, medical staff, the design team, and other stakeholders, reinforcing Colombo's commitment to collaborative project delivery.

RELEVANT PROJECT EXPERIENCE

Evaluation Criterion #2 (10 Points)

Schedule Performance:
The project schedule was extended during construction to accommodate multiple owner-directed additions and scope changes. Colombo worked closely with the district to incorporate the additional work, coordinate the associated impacts, and maintain progress toward the revised completion requirements. The final completion date reflected the approved schedule extensions associated with these owner-directed changes.

Team Relevance:
The project also provides direct experience within the Colombo team proposed for Ramkabir. Proposed Project Superintendent Cory Schuessler served as a Superintendent on the Pediatric Surgery Expansion, providing firsthand experience with the project's complex phasing, coordination, and operational constraints.

His direct experience on this project provides the Ramkabir team with practical knowledge of how to manage construction within existing facilities, coordinate complex work around ongoing operations, and proactively address unforeseen conditions in the field.

BAKERSFIELD MEMORIAL HOSPITAL | HYBRID CATH LAB #3 / CVOR

Bakersfield, California | $1.8 Million | Design-Bid-Build

Dignity Health Bakersfield's $1.8 million renovation of the existing Cath Lab #3, Control Room, and office area created Bakersfield's first state-of-the-art Hybrid Catheterization Laboratory. The 1,268-square-foot renovation transformed the existing space into a combined Cath Lab and Operating Room Suite, including an Equipment Room, Control Room, and Pump Room.

Construction occurred within an active hospital and required strict infection control, protection of sterile environments, and continuous attention to the safety of patients, physicians, and hospital staff. Colombo coordinated closely with hospital personnel and physicians to schedule construction activities around patient care and medical procedures, including disruptive and high-noise operations.

The project demonstrates Colombo's ability to renovate and modernize an existing space while maintaining operations in an occupied facility. New systems, equipment, and finishes had to be integrated within the existing building footprint while the surrounding hospital remained fully operational.

This experience reinforces Colombo's ability to plan construction activities around ongoing operations, communicate effectively with facility representatives, and maintain a safe and controlled construction environment throughout renovation.

RELEVANT EXPERIENCE SUMMARY

Colombo's selected project experience demonstrates the combination of capabilities required to successfully deliver the Ramkabir Permanent Supportive Housing Project.

RELEVANT PROJECT EXPERIENCE

Evaluation Criterion #2 (10 Points)

CAPK Central Kitchen demonstrates Colombo's direct experience working with CAPK and transforming an existing building into a new community-serving facility through adaptive reuse. The project required extensive integration of new building systems and finishes within an existing structure and provides a direct example of Colombo's ability to give an existing facility a completely new purpose.

Richardson Child Development Center demonstrates Colombo's experience with comprehensive rehabilitation and modernization of an existing facility, including accessibility, life-safety, mechanical, electrical, plumbing, finishes, circulation, and site improvements. Most importantly, the project was completed approximately one month ahead of its 18-month contractual schedule, providing a direct example of Colombo's ability to successfully deliver a complex rehabilitation project under a deadline-driven schedule.

Bakersfield Memorial Hospital – Pediatric Surgery Expansion demonstrates Colombo's ability to execute highly complex construction within and immediately adjacent to occupied and continuously operating facilities. The project required sophisticated phasing, integration with existing structures and systems, protection of life-safety systems, and continuous coordination with the owner and facility users.

Together, these projects demonstrate Colombo's ability to approach rehabilitation and adaptive-reuse work with a thorough **understanding of existing conditions, proactive coordination, disciplined schedule management, and a commitment to maintaining safe and functional environments throughout construction.**

Colombo will bring this experience to Ramkabir with a focus on understanding existing conditions early, proactively identifying and resolving potential conflicts, maintaining schedule certainty, coordinating closely with CAPK and the design team, and delivering a high-quality facility that supports CAPK's mission and the needs of its residents.

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COMMUNITY ACTION PARTNERSHIP OF KERN CENTRAL KITCHEN



LOCATION: 1825 Feliz Drive, Bakersfield, CA 93307
CLIENT: Community Action Partnership of Kern
PROJECT TYPE: Commercial
DELIVERY METHOD: Design-Build
ARCHITECT: Skarphol / Frank Associates
SIZE: 12,000 SF
COST: $5.5 M
COMMENCEMENT DATE: September 2024
COMPLETION DATE: May 2025





Colombo Construction Company proudly served as the design-builder for the new CAPK Central Kitchen, a transformative project that supports the mission of the Community Action Partnership of Kern. In partnership with Skarphol/Frank Associates, we converted a 12,000 SF former maintenance and operations building into a state-of-the-art commercial kitchen designed to meet the growing needs of Kern County's most vulnerable communities.

The CAPK Central Kitchen prepares and distributes meals for thousands of children across Kern County—many of whom rely on these meals as their primary source of nutrition. For over two decades, kitchen staff operated out of a repurposed East Bakersfield Olive Garden. Now, they've moved into a new facility specifically designed to support their mission.

With expanded cooking capacity, improved food storage systems, and upgraded workflow efficiencies, the new kitchen empowers staff to prepare more creative, nutritious meals—in a modern, safe, and dignified environment.

Creativity, collaboration, and craftsmanship defined this project. Our team worked closely with CAPK and the design team to ensure that every detail—from utility routing to food-safe finishes—met the operational demands of a high-volume central kitchen while staying within budget and schedule.

Project Highlights:

- Adaptive reuse of a steel-frame building
- New MEP systems tailored to commercial kitchen needs
- Enhanced food prep, cooking, and packaging zones
- Sustainable and efficient design elements
- Seamless coordination between design and construction

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RICHARDSON CHILD DEVELOPMENT CENTER CAMPUS MODERNIZATION



LOCATION: 1515 Feliz Drive, Bakersfield, CA 93307
CLIENT: Kern Country Superintendent of Schools
PROJECT TYPE: Education
DELIVERY METHOD: Construction Management Multi-Prime
ARCHITECT: Ordiz-Melby Architects, Inc.
SIZE: 32,816 SF
COST: $17.7 M
COMMENCEMENT DATE: March 2023
COMPLETION DATE: August 2025





The Richardson Child Development Center project involved a campus-wide modernization of an existing elementary school campus serving general education and special education preschool children ages 3–5. The Center provides early childhood education and specialized support services for young children, making a safe, accessible, and supportive learning environment essential to the campus.

Originally constructed in 1955, with the last major modernization completed in 1993, the project included six buildings totaling approximately 32,816 SF. The work included renovation and expansion of the Administration Building, four classroom wings with 19 classrooms, a Multipurpose Building, 21 restrooms, offices, breakrooms, workrooms, library, cafeteria, commons, playgrounds, conference and reception/waiting areas, as well as a new parking lot, walkways, and ornamental fencing throughout the campus.

Major system upgrades were completed to bring the facility into compliance with current code requirements, including upgrades to fire alarm, data, plumbing, mechanical, and electrical systems. Interior improvements included updated finishes, flooring, and cabinetry, along with improvements to circulation and site amenities to better support the needs of young children, staff, and families.

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BAKERSFIELD MEMORIAL HOSPITAL
PEDIATRIC SURGERY EXPANSION



LOCATION: 420 34th Street, Bakersfield, CA 93301
CLIENT: CommonSpirit Health | Dignity Health Bakersfield
PROJECT TYPE: Healthcare
DELIVERY METHOD: Design-Build
OHSPD PROJECT CLASSIFICATION: OSHPD 1
ARCHITECT: Devenney Group Architects
SIZE: 10,480 SF
COST: $18.8 M
COMMENCEMENT DATE: August 2023
COMPLETION DATE: December 2025





Colombo Construction provided comprehensive preconstruction and construction services for the Pediatric Surgery Expansion at Bakersfield Memorial Hospital. The project included three dedicated pediatric operating rooms, eight pre-op/PACU bays, a centralized nurses' station, and associated surgical support spaces.

The new Pediatric Surgery Suite was constructed as a vertical expansion directly above an active Emergency Department and connects seamlessly to the hospital's existing Surgical Suite within the adjacent East Tower and Cath Lab buildings. Delivering this project required intricate phasing, infection control planning, vibration monitoring, and continuous coordination to maintain uninterrupted hospital operations.

A key innovation developed during design was the implementation of a structural "top-down" construction approach. Structural columns were erected first, allowing the floor framing system to be suspended downward, eliminating the need to penetrate or work through the Emergency Department ceiling below. This solution preserved life-safety systems, avoided operational disruptions, and ensured continuous emergency services throughout construction.

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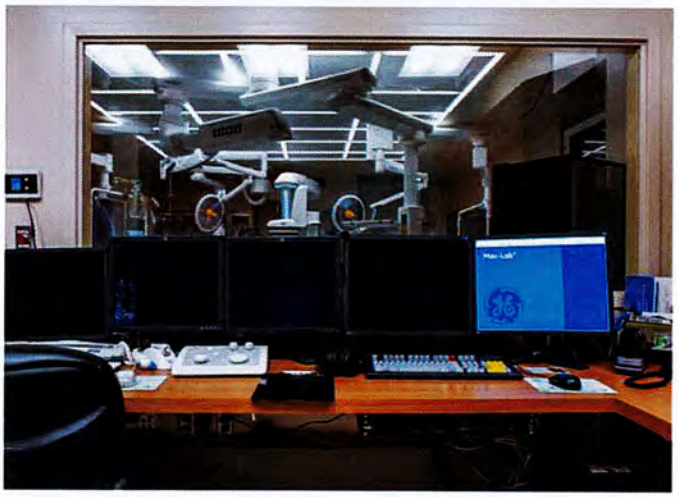
BAKERSFIELD MEMORIAL HOSPITAL
HYBRID CATH LAB #3 / CVOR



LOCATION: 420 34th Street, Bakersfield, CA 93301
CLIENT: Dignity Health Bakersfield
PROJECT TYPE: Healthcare
OSHPD PROJECT CLASSIFICATION: OSHPD 1
DELIVERY METHOD: Design-Bid-Build
ARCHITECT: SWA Architects
SIZE: 1,268 SF
COST: $1.8 M
COMMENCEMENT DATE: April 2017
COMPLETION DATE: August 2018



Dignity Health Bakersfield's remodel of the existing Cath Lab #3, Control Room, and office area within the Cath Lab Department on the second floor of Bakersfield Memorial Hospital's Sarvanand Heart and Brain Center created Bakersfield's first state-of-the-art Hybrid Catheterization Laboratory. A Hybrid Cath Lab combines advanced cardiac imaging and catheter-based technology with the capabilities of a surgical operating room, allowing physicians to perform complex cardiovascular procedures that may require both minimally invasive and open surgical techniques in a single, integrated environment.



The Hybrid Cath Lab #3/CVOR features a combined Cath Lab and Operating Room Suite, including an Equipment Room, Control Room, and Pump Room. The hybrid capabilities allow advanced procedures to be performed sequentially or simultaneously, eliminating the need to transfer patients between separate procedure rooms and providing greater flexibility for complex cardiovascular and surgical care.

Construction was performed within an active hospital and required strict attention to infection control, sterile environments, and the safety of patients, physicians, and hospital staff. Colombo coordinated closely with hospital personnel and physicians to carefully plan construction activities and schedule disruptive or high-noise operations around patient care and daily medical procedures. Maintaining a safe, clean, and fully operational hospital environment while minimizing impacts to critical healthcare operations was a high priority throughout construction.

PRICE

Evaluation Criterion #3 (60 Points)

Colombo Construction Company, Inc. has provided a complete lump-sum Cost Proposal in accordance with the requirements of the RFP. The Cost Proposal includes all required unit prices, allowances, and other pricing information identified in the proposal forms and Section II of the RFP.

In addition to the lump-sum base proposal, Colombo has separately identified the site-security line item and provided the required per-guard-hour unit rate for site-security services. All pricing has been reviewed for completeness and consistency with Colombo's understanding of the project scope, schedule, and requirements.

Submitted Cost Proposal Includes:

- Lump-sum construction price.
- All required allowances.
- All required unit prices.
- Separately stated site-security cost.
- Per-guard-hour unit rate for site-security services.
- Pricing consistent with the project scope, schedule, and RFP requirements.

This approach demonstrates that Colombo's proposal is complete, transparent, and fully responsive to the Cost Proposal requirements.

Please refer to the following pages for Colombo Construction Company's Cost Proposal and supporting pricing information.

ATTACHMENT C

REPLACEMENT — ISSUED WITH ADDENDUM NO. 1

This Attachment C replaces the Attachment C issued with the RFP and must be used. The prior version referred to Owner Allowances and to an "Attachment I" that was not issued. Owner Allowances are not used in this procurement.

Each proposal shall include, in the order required by RFP Section 7.1, the following completed forms. Use additional sheets as needed; all forms must be signed by an individual authorized to bind the Proposer.

C-1. Cost Proposal Form

Proposer shall submit the cost proposal below, in accordance with RFP Section 10.

All Work shown in the Contract Documents — including hazardous-materials abatement, fire-damage restoration, and seismic/structural retrofit — is detailed in the Contract Documents and shall be priced within the firm base lump sum. Genuinely concealed or unknown physical conditions are addressed by the Differing Site Conditions provision of the Contract added by Addendum No. 1, and are adjusted by change order to documented actual cost plus the fixed overhead-and-profit markup, with an adjustment of the Contract Time where warranted.

Base Lump Sum Proposal (all Work in Sections 2.1–2.8, including hazardous-materials abatement, fire-damage restoration, and seismic/structural retrofit as detailed in the Contract Documents; exclusive of Builder's Risk and Site Security below)	$ 8,167,000
Builder's Risk Insurance	$ BY OWNER
Site Security — Lump Sum, base coverage per Section 2.8 minimum standard, for the Contract Time	$ 212,670
Site Security — Per-Guard-Hour Unit Rate (for CAPK-directed adjustment by change order)	$ 42.50 / hour
TOTAL BASE PROPOSAL (Base Lump Sum + Builder's Risk + Site Security Lump Sum)	**$ 8,379,670**
Temporary Generator Power - Per Calendar - Week Unit Rate	$ 870 / week

Alternates (if any are requested by Addendum):

None

Note: Refer to Proposal Qualifications on the following pages.

Proposer / Firm Name: Colombo Construction Company

By (Signature): Ryan Altergott

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

COLOMBO CONSTRUCTION CO., INC INCORPORATED MARCH 25, 1960 CALIFORNIA

Technical Approach

Evaluation Criterion #4 (5 Points)

Our Philosophy: Planned, Coordinated, and Accountable Construction

Colombo Construction Company approaches design-bid-build projects with a focus on constructability, coordination, quality, and schedule certainty. Our responsibility is to take the Owner's completed design and translate it into a safe, efficient, and high-quality finished project while maintaining clear communication with the Owner and design team throughout construction.

Our approach begins before mobilization. We thoroughly review the contract documents, identify potential coordination issues and existing-condition risks, develop a detailed construction schedule, and engage qualified subcontractors and suppliers capable of meeting the project's requirements. Once construction begins, our project team maintains disciplined control of schedule, cost, quality, safety, submittals, RFIs, inspections, and closeout.

For this project, Colombo will provide the Owner with a single, accountable construction team focused on minimizing disruption, anticipating challenges before they affect the work, and delivering the project in accordance with the contract documents and required schedule.

1. Technical Approach and Preconstruction Planning

Although this project will be delivered through a design-bid-build procurement, Colombo recognizes that successful construction begins with a thorough understanding of the design before work starts in the field.

Following contract award, our Project Manager, Superintendent, and key subcontractors will conduct a detailed review of the plans, specifications, existing conditions, and project requirements. Our team will focus particular attention on:

- Constructability and sequencing of the work
- Existing conditions and interfaces with existing facilities
- Coordination between architectural, structural, mechanical, electrical, and plumbing systems
- Site access, staging, and material delivery requirements
- Temporary facilities, protection, and site controls
- Long-lead materials and equipment
- Required inspections, testing, and approvals
- Work that may affect adjacent or occupied areas
- Potential conflicts or ambiguities requiring clarification from the design team

Questions identified during this process will be addressed through a structured RFI and submittal process. Our goal is to identify issues before they become field problems, allowing the design team and Owner adequate time to respond without impacting the critical path.

Colombo will maintain close coordination with the Architect/Engineer throughout construction while respecting the defined roles and responsibilities of the design-bid-build delivery method.

2. Construction Logistics and Site Management

Effective site logistics will be critical to maintaining a safe and productive construction environment. Prior to mobilization, Colombo will develop a project-specific logistics plan addressing site access, construction entrances, staging, deliveries, material storage, temporary facilities, pedestrian and vehicular circulation, and protection of existing improvements.

Technical Approach

Evaluation Criterion #4 (5 Points)

Our Superintendent will maintain day-to-day control of the site and coordinate the activities of all subcontractors and suppliers. Work will be sequenced to maintain efficient trade flow and minimize interference between crews.

Particular attention will be given to:

- Maintaining safe and controlled site access
- Coordinating deliveries to prevent congestion and unnecessary material handling
- Establishing designated laydown and storage areas
- Protecting completed work and existing facilities
- Maintaining required access for the Owner and other authorized personnel
- Coordinating inspections and testing with the appropriate parties
- Maintaining a clean, organized, and safe jobsite
- Sequencing work to support the overall project schedule

Weekly coordination and look-ahead planning will be used to identify upcoming constraints, coordinate subcontractor activities, and ensure that materials, manpower, inspections, and information are available when needed.

3. Schedule Management and Coordination

Colombo will establish a detailed CPM construction schedule immediately following award and will use that schedule as the primary tool for managing project performance.

The schedule will incorporate procurement, submittals, approvals, material fabrication, mobilization, construction activities, inspections, testing, punch list, and closeout. Long-lead items will be identified early and tracked from submittal through delivery.

Our Project Manager and Superintendent will utilize short-term look-ahead schedules to coordinate upcoming work with subcontractors and identify potential constraints before they affect the critical path.
Schedule progress will be reviewed regularly with the project team and Owner. When an issue threatens a scheduled milestone, Colombo will promptly identify the cause, evaluate the schedule impact, and develop corrective measures rather than waiting for the delay to materialize.

4. Quality Control and Assurance

Quality will be managed through a proactive process rather than relying solely on final inspections. Colombo's Superintendent and Project Manager will establish clear quality expectations with each subcontractor before work begins and will monitor compliance throughout construction.

Our quality control process will include:

- Detailed review of plans and specifications
- Submittal review and tracking
- Pre-installation coordination with affected trades
- Required material and equipment inspections
- Verification of installation requirements
- Coordination of required testing and inspections

- Documentation of deficiencies and corrective actions
- Protection of completed work
- Progressive punch list development
- Final inspection and closeout verification

For critical or complex installations, Colombo will coordinate pre-installation meetings with the responsible subcontractors and design team to confirm requirements before work proceeds. This approach helps prevent rework and ensures that workmanship meets the contract requirements the first time.

Our team will also maintain disciplined documentation through Procore, providing the Owner and design team with clear visibility into RFIs, submittals, inspections, observations, deficiencies, and other project documentation.

5. Subcontractor Procurement and Capacity

Colombo does not anticipate self-performing the major specialty construction scopes associated with this project. Instead, we will rely on a carefully selected team of qualified subcontractors and suppliers with the experience, workforce, financial capacity, and resources necessary to successfully perform their assigned scopes.

Our subcontractor procurement process is designed to provide both competitive pricing and confidence in execution. Prior to award, Colombo evaluates subcontractors based on relevant project experience, current workload, manpower availability, safety performance, financial capacity, schedule commitments, and demonstrated ability to successfully complete comparable work.

We will actively manage subcontractor commitments throughout the project to ensure that each trade maintains the manpower and resources necessary to support the schedule.

Where specialized or critical scopes are involved, Colombo will confirm subcontractor capacity and procurement requirements early and track their progress through:

- Subcontract execution
- Submittal preparation and approval
- Material procurement
- Fabrication
- Delivery
- Installation
- Testing and inspection
- Punch list and closeout

This process allows Colombo to identify potential resource or procurement issues early and take corrective action before they affect the project.

6. Communication and Coordination

Clear communication is central to Colombo's approach to design-bid-build construction. We establish defined lines of communication between the Owner, Architect/Engineer, Colombo, subcontractors, and suppliers.

Technical Approach

Evaluation Criterion #4 (5 Points)

Regular OAC meetings, subcontractor coordination meetings, schedule reviews, and field coordination will be used to maintain alignment throughout construction.

Colombo's Project Manager will serve as the primary point of contact for project administration, while the Superintendent will provide direct field leadership and coordination. This structure creates clear accountability while ensuring that decisions and information move efficiently between the project team and the field.

We will use Procore and other established project management tools to maintain current project documentation, track action items, manage RFIs and submittals, and provide timely information to the project team.

7. Risk Management and Proactive Problem Solving

Colombo recognizes that rehabilitation and adaptive-reuse projects can present conditions that are not fully apparent in the design documents. Our approach is to identify and address potential risks as early as possible.

During document review and construction, our team will continuously evaluate risks associated with:

- Existing conditions
- Utility conflicts and unforeseen conditions
- Material availability and lead times
- Design coordination
- Subcontractor manpower and capacity
- Permitting and inspections
- Site access and logistics
- Work adjacent to existing or occupied areas
- Potential impacts to the critical path

When an issue is identified, Colombo will promptly communicate the condition to the Owner and design team, document the issue appropriately, and work collaboratively to develop a solution that protects the project's cost, schedule, quality, and operational requirements.

8. Turnover and Closeout

Colombo begins planning for closeout well before substantial completion. As construction progresses, our team will develop and track punch list items, testing, inspections, commissioning requirements, warranties, O&M information, as-builts, and other closeout documentation.

Progressive completion inspections will allow deficiencies to be addressed as work progresses rather than accumulating at the end of the project.

Our objective is to deliver a complete, clean, fully documented facility that is ready for the Owner's use at substantial completion and can transition efficiently into normal operations.

Why Our Approach Is Best for This Project

Successful design-bid-build delivery requires more than simply constructing the drawings. It requires a contractor that can understand the design, identify constructability issues, coordinate multiple trades, manage subcontractor resources, maintain quality, and proactively protect the project schedule.

Technical Approach

Evaluation Criterion #4 (5 Points)

Colombo's approach provides that accountability. Our experienced project management and field supervision team will establish disciplined controls from the beginning, maintain close coordination with the Owner and design team, and leverage qualified subcontractors with the capacity to perform their work safely, efficiently, and in accordance with the project requirements.

Through proactive planning, effective logistics, rigorous quality control, and strong subcontractor management, Colombo will provide the Owner with a well-coordinated construction process and a high-quality finished project delivered with confidence in cost, schedule, and performance.

KEY PROJECT PERSONNEL

Evaluation Criterion #5 (5 Points)

Jonny Frank – Project Executive

Jonny will provide executive oversight for the Ramkabir Permanent Supportive Housing Project, ensuring Colombo's commitments to CAPK are met from preconstruction through completion. He will be responsible for overall project strategy, contractual matters, major decisions, and maintaining a strong working relationship with CAPK leadership and the project team. Jonny will remain actively involved throughout the project, providing senior-level support and helping the team proactively address issues that could affect cost, schedule, quality, or project objectives.

His executive involvement will provide CAPK with a consistent senior point of contact and ensure that decisions requiring executive attention are addressed promptly. Jonny will work closely with the Project Manager and Superintendent to maintain alignment between CAPK's priorities and Colombo's day-to-day project execution.

Jonny is committed to providing executive oversight throughout the duration of the Ramkabir project and will remain available to the project team and CAPK as needed.

Refer to the following page for resume.

Jeff Crafton – Project Manager

Jeff will have day-to-day responsibility for managing the Ramkabir project, including design coordination, subcontractor management, budget and schedule control, submittals, RFIs, change management, procurement, and Owner communication. He will serve as the central point of coordination between CAPK, the design team, subcontractors, consultants, and Colombo's field operations.

Jeff will focus on proactive project management and early identification of issues, with particular attention to maintaining the project schedule, controlling costs, and coordinating the various components of the renovation and adaptive-reuse work. His hands-on management approach will help ensure that decisions are made promptly, information is communicated clearly, and the project remains aligned with CAPK's goals throughout construction.

Jeff is committed to the Ramkabir project through completion and will provide dedicated day-to-day project management throughout construction.

Refer to the following page for resume.

Cory Schuessler – Superintendent

Cory will lead Colombo's field operations and serve as the primary point of contact for day-to-day construction activities. He will coordinate subcontractors, manage field sequencing and site logistics, maintain the project schedule, and enforce safety and quality standards while coordinating construction activities with the Owner and project team.

For a rehabilitation and adaptive-reuse project such as Ramkabir, Cory's field leadership will be critical to effectively managing existing conditions, coordinating multiple trades, and maintaining a safe, organized, and productive construction site. He will work closely with Jeff and the project team to identify unforeseen conditions early, coordinate solutions, and minimize impacts to the overall schedule.

KEY PROJECT PERSONNEL

Evaluation Criterion #5 (5 Points)

Cory is committed to serving as Colombo's Superintendent for the Ramkabir project and will provide on-site field leadership throughout construction.

Refer to the following page for resume.

Nick Tigner – Estimating Manager

Nick will provide estimating and preconstruction oversight throughout the project, with a focus on cost control, scope coordination, subcontractor procurement, and identifying opportunities for value and efficiency. His involvement will provide continuity from Colombo's proposal and initial estimating through construction, allowing the project team to maintain a clear understanding of the original scope, assumptions, and budget.

Nick will assist with scope reviews, subcontractor buyout, cost analysis, change management, and evaluation of potential cost impacts throughout the project. His continued involvement will provide CAPK with an additional resource for evaluating changes and unforeseen conditions and will help the project team make informed decisions while protecting the established budget and schedule.

Nick is committed to supporting the Ramkabir project throughout preconstruction and construction, providing continued estimating and cost-management support as needed.

Refer to the following page for resume.

Committed Availability

Colombo has assembled this team specifically for the Ramkabir Permanent Supportive Housing Project and has confirmed the availability and commitment of each proposed key team member. The team will provide continuity from preconstruction through completion, with each individual maintaining an active role consistent with the responsibilities identified above.



JONNY FRANK
DIRECTOR OF PROJECT DEVELOPMENT

COLOMBO CONSTRUCTION COMPANY, INC.

YEARS IN THE INDUSTRY
24 Years

YEARS WITH COLOMBO
6 Years

EDUATION
Bachelor of Architecture from California Polytechnic State University

PROFESSIONAL CERTIFICATION | LICENSE | REGISTRATION
Registered CA Architect | NCARB | AIA

PROJECT HISTORY

Industrial

Kiewit Infrastructure West Co. | Kiewit Maintenance Building | $24 M | Wasco, CA
Preconstruction and construction services for a new single-story Pre-Engineered Metal Build office and maintenance building.

Kern Mosquito and Vector Control District | New Lab and Main Building Expansion | $4.3 M | Bakersfield, CA
Design-Builder for the new Lab Building and Office Expansion project for Kern Mosquito and Vector Control District in Bakersfield, CA

Community Action Partnership of Kern | Central Kitchen Tenant Improvements | $5.5 M | Bakersfield, CA
Design-Builder for the new CAPK Central Kitchen. In partnership with Skarphol / Frank Associates, Colombo converted a 12,000 sf former maintenance and operations building into a state-of-the-art commercial kitchen with expanded cooking capacity, improved food storage systems, and upgraded workflow efficiencies.

Sierra School Equipment | Corporate Office and Warehouse | $8 M | Bakersfield, CA*
Construction Project Manager on the 66,000 sf concrete tilt-up building including a 46,000 sf warehouse and 20,000 sf, two-story office utilizing the Design-Bid-Build construction delivery method.

Valley Power Systems Fresno | Corporate Office, Warehouse, and Shop | $4.3 M | Fresno, CA*
Construction Project Manager on the 4,800 sf office space with attached 4,060 sf warehouse and 11,200 sf shop utilizing the Design-Build construction delivery method.

Columbine Vineyards | Cold Storage Facility | $35 M | Delano, CA*
Construction Project Engineer on the 161,196 sf concrete tilt-up building with a 43,936 sf receiving canopy, pre-cast double tee and flat slab roof structure utilizing the Design-Bid-Build construction delivery method.

Scaled Composites | Stratolaunch Systems Facility, A Paul G. Allen Project | $39 M | Mojave, CA*
Construction Project Engineer on the 88,000 sf fabrication building, 97,000 sf T Hangar, 20,250 sf two-story office space, wing jig structure utilizing the Design-Build construction delivery method.

Healthcare

Dignity Health | Bakersfield Memorial Hospital - Hybrid Cath Lab/CVOR | $1.8 M | Bakersfield, CA
Project Manager on the 1,268 sf remodel of the existing Cath Lab #3, control room and office area located in the Cath Lab Department on the second floor of Bakersfield Memorial Hospital utilizing the Design-Bid-Build construction delivery method.

Adventist Health Bakersfield | Central Sterile Washer Disinfector Remodel | $280 K | Bakersfield, CA
Project Manager on the remodel of the Central Sterile Department to replace existing washer/disinfector machines with new machines and installation of a new pass-through window unit utilizing the Design-Bid-Build construction delivery method.

*Experience prior to Colombo

JONNY FRANK
DIRECTOR OF PROJECT DEVELOPMENT

Adventist Health Bakersfield | AIS Pharmacy Remodel | $350 K | Bakersfield, CA
Project Manager on the 634 sf upgrade to the AIS Cancer Center Pharmacy, USP-800 compounding upgrade at Adventist Health Bakersfield. Project encompassed a build-out of a temporary pharmacy to move pharmacy during the remodel of the existing pharmacy, remodeled existing pharmacy in order to conform to current pharmaceutical compounding regulations utilizing the Design-Bid-Build construction delivery method.

Bolthouse Properties | New Horizon Surgery Center | $4 M | Bakersfield, CA*
Construction Project Engineer on the 13,203 sf wood-framed outpatient surgery center utilizing the Design-Bid-Build construction delivery method.

Bolthouse Properties | Premier Family Healthcare | $1.1 M | Bakersfield, CA*
Construction Project Engineer on the 5,000 sf wood-framed medical office building utilizing the Design-Bid-Build construction delivery method.

Education

Antelope Valley Community College District | Campus Security Building | $7 M | Lancaster, CA
Project Manager for preconstruction and construction services on the 6,935 sf concrete masonry unit Emergency Operation Center and home of the on-site Campus Police Station utilizing the CM Multi-Prime construction delivery method.

Grow Public Schools | Grow Academy Arvin - Café Kitchen Expansion | $244 K | Arvin, CA
Project Manager on the expansion to the campus cafeteria kitchen including dry storage, walk-in freezer, and exterior storage utilizing the Design-Build construction delivery method.

Commercial + Retail

The Wonderful Company | Wonderful Industrial Park Vocational Training Center | $15.5 M | Bakersfield, CA*
Construction Project Manager on the 40,000 sf, two-story building including offices, classrooms, training rooms, and support space with extravagant for The Wonderful Company utilizing the Design-Bid-Build construction delivery method.

Opulent Salone | Opulent Salone at Grand Island Village | $485 K | Bakersfield, CA*
Construction Project Engineer on the 3,855 sf, full-service salon facility, including a day spa, color bar, hairdresser stations, manicure stations, and pedicure stations utilizing the Design-Bid-Build construction delivery method.

Halferty Development Company | Rite Aid at Panama & Old River | $2.2 M | Bakersfield, CA*
Construction Program Engineer on the 17,619 sf, concrete masonry unit structure, including off-site road work utilizing the Design-Bid-Build construction delivery method.

Halferty Development Company | Rite Aid | $2.8 M | Rosamond, CA*
Construction Project Engineer on the 17,619 sf, concrete masonry unit structure, including off-site road work utilizing the Design-Bid-Build construction delivery method.

Bolthouse Properties | Grand Island Village Retail Building | $1.6 M | Bakersfield, CA*
Construction Project Engineer on the 17,013 sf, wood-framed, retail building utilizing the Design-Bid-Build construction delivery method.

Bolthouse Properties | Bolthouse Business Park Professional Office Building | $3.3 M | Bakersfield, CA*
Construction Project Engineer on the 27,200 sf, two-story, metal-framed class A office building utilizing the Design-Bid-Build construction delivery method.

Seneca Resources | Corporate Office Building | $2.2 | Bakersfield, CA*
Construction Project Engineer on the 15,000 sf, wood-framed, class A office building utilizing the Design-Bid-Build construction delivery method.

*Experience prior to Colombo

JONNY FRANK
DIRECTOR OF PROJECT DEVELOPMENT

COLOMBO CONSTRUCTION COMPANY, INC.

Hospitality + Fitness

YK America | Hyatt Place Delano | $12 M | Delano, CA*
Construction Project Engineer on the 67,951 sf, 4-story wood–framed hotel, including restaurant, ballroom, fitness facility and pool utilizing the Design-Bid-Build construction delivery method.

In-Shape Health Clubs | In-Shape Health Club at Grand Island Village | $4.2 | Bakersfield, CA*
Construction Project Engineer on the 30,011 sf, metal-framed health club with an outdoor swimming pool and spa, sauna, and steam room utilizing the Design-Bid-Build construction delivery method.

*Experience prior to Colombo



JEFFREY CRAFTON

PROJECT MANAGER

YEARS IN THE INDUSTRY
30 Years

YEARS WITH COLOMBO
4.5 Years

EDUCATION
BA in Business and Economics from University of California at Santa Barbara
AA in Business Administration from Bakersfield Junior College

PROJECT HISTORY

Kern Community College District | Porterville College Student Services Building | $3.67 M | Porterville, CA
Project Manager for the preconstruction and construction services of a single-story 4,400 sf community use building for the Kern Community College District at Porterville College. This General Construction project includes a pre-engineered metal building incorporating a community room, workroom, restrooms, meeting rooms, lobby, offices, storage, and a janitor's closet.

Sierra Sands Unified School District | China Lake Jr. High School Classroom Additions | $10.8 M | Ridgecrest, CA
Project Manager for preconstruction and construction services of two new permanent modular classroom buildings totaling 17,845 sf utilizing the General Construction delivery method. Building C features three modern classrooms, a dedicated teacher workroom, custodial closets, and student and staff restrooms. Building E includes six additional classrooms, storage areas, a specialized life-skills room designed to support students with disabilities, and a restroom.

Sierra Sands Unified School District | Richmond Elementary School | $89M | Ridgecrest, CA
Project Manager for preconstruction and construction services on the demo of an existing school campus and the erection of a new 77,000 sf K-6 elementary school located on the Naval Air Base in China Lake, CA utilizing the CM Multiple-Prime construction delivery method.

McFarland Unified School District | McFarland High School Cafeteria/Multi-Use Facility | $32 M | McFarland, CA
Project Manager for preconstruction and construction services on the new 39,000 sf cafeteria/multi-use facility to include new parking lot and stadium entrance utilizing the CM Multiple-Prime construction delivery method.

Richgrove School District | Richgrove Elementary School Multi-Purpose HVAC | $4 M | Richgrove, CA
Project Manager for construction services of a new multi-purpose HVAC and structural retrofit utilizing the CM Multiple-Prime construction delivery method.

El Tejon Unified School District | El Tejon Middle School Upgrades | $2.1 M | Frazier Park, CA
Project Manager for the modernization and upgrades on the El Tejon Middle School campus to include intercom system upgrades, window replacement, science lab gas line, cafeteria AV project, gymnasium AV lighting system, exterior painting, and site plumbing utilizing the CM Multiple-Prime construction delivery method.

El Tejon Unified School District | Frazier Mountain High School | $3.5 M | Frazier Park, CA
Project Manager for the modernization and upgrades at Frazier Mountain High School including new football field facilities, intercom system upgrades, lath plaster drywall and lower patio modernization utilizing the CM Multiple-Prime construction delivery method.

El Tejon Unified School District | Frazier Park Elementary School Modifications | $113,000 | Frazier Park, CA
Project Manager on the fire alarm modifications/upgrades at Frazier Park Elementary utilizing the CM Multiple-Prime construction delivery method.

JEFF CRAFTON

PROJECT MANAGER

GROW Public Schools | TK Addition at Arvin Charter Academy | $1.2 M | Arvin, CA
Project Manager for General Construction services on the new permanent modular TK building addition at the GROW Arvin Charter Academy for The Grimm Family Education Foundation. The scope of work included four classrooms with playground, restrooms, fencing and landscaping.

GROW Public Schools | TK Addition at Shafter Charter Academy | $1.1 M | Shafter, CA
Project Manager for General Construction services on the new permanent modular TK building addition at the GROW Shafter Charter Academy for The Grimm Family Education Foundation. The scope included two classrooms with playground, restrooms, fencing and landscaping.

GROW Public Schools | Shafter Charter Academy Athletic Sports Field | $1.1 M | Shafter, CA
Project Manager for General Construction services on the relocation of a temporary classroom building and creation of a new soccer field and basketball courts. The scope included a parent and student drop off area.

Fairfax School District | Virginia Avenue Elementary School | $352,925 | Bakersfield, CA
Project Manager on the fire damage clean up and repair at Virginia Avenue Elementary utilizing the CM Multiple-Prime construction delivery method.

EXPERIENCE PRIOR TO COLOMBO

Department of Defense (DoD) | Travis Air Force Base | $5.7 M | Travis, CA*
Project Manager (from project conception to project acceptance) on the Arresting Net System at multiple entrance gates at Travis Air Force Base.

NASA | Ames Research Center | $10.8 M | Moffit Field, CA*
Project Manager on the NASA Advance Supercomputing Facility N258 15Kv electrical supply reliability improvement project at the NASA Ames Research Center.



CORY SCHUESSLER
PROJECT SUPERINTENDENT

YEARS IN THE INDUSTRY
16 Years

YEARS WITH COLOMBO
3 Years

PROFESSIONAL CERTIFICATION | LICENSE | REGISTRATION | TRAINING
Southwest Regional Council of Carpenters Apprenticeship Program

PROJECT HISTORY

Education

Kern Community College District | Bakersfield College Ag Sciences Center | $55 M | Bakersfield, CA

Project Superintendent for preconstruction and construction services on the 49,546 sf state-of-the-art Ag Sciences Center; an all-electric facility designed to exceed CA Title 24 energy efficiency standards by more than 24%. The three-story, rigid steel-framed structure features specialized food production and science areas, a fully mechanized agricultural workshop, and dedicated laboratory spaces supporting tissue and growth studies, animal science, veterinary technology, horticulture, soils, plant science, and forestry programs utilizing the CM At Risk construction delivery method.

Healthcare

Dignity Health | Pediatric Surgery Expansion at Bakersfield Memorial Hospital | $16 M | Bakersfield, CA

Assistant Superintendent for preconstruction and construction services of a new 10,340 sf pediatric surgery expansion area consisting of three dedicated pediatric operating rooms, eight dedicated prep/recovery bays and all code required support spaces for the Pediatric Surgery Department under the jurisdiction of HCAI. The layout expands vertically over the existing Emergency Department at Bakersfield Memorial Hospital utilizing the Design-Build construction delivery method.

Experience Prior to Colombo

Dragados Flatiron Joint Venture | Journeyman Carpenter | May 2022 to July 2023 | Bakersfield, CA

Lead Journeyman constructing falsework for the Tule River Viaduct. Performed work adhering to the strict standards of the High Speed Rail Authority. Assisted the foreman in delegating tasks to a growing crew, and step in to a leadership role during foreman's absence. Coordinate with management, inspectors, and engineers on consistently delivering a structurally sound and safe product.

Herman Weissker | Apprentice Carpenter | September 2021 to April 2022 | Bakersfield, CA

Formed and poured many different foundations and pedestals for future equipment and pipe racks. Utilized knowledge of print reading and layout to deliver a quality product as designed. Coordinated with multiple trades, surveyors, and management to ensure work was accurately completed according to plan. Progressed knowledge of safe work practices in a facility with very strict guidelines.

MCM Construction | Apprentice Carpenter | August 2020 to September 2021 | Bakersfield, CA

Selected as Lead Carpenter to construct and erect falsework for the Wasco Viaduct along with four other nearby bridges. Delegated tasks to crew to work efficiently adhering to a tight schedule. Gained valuable knowledge in specialized print reading and layout. Worked closely with the foreman to analyze pick plans, inventory material, and utilize tools and resources needed to work safely and effectively.

Michael Minner Construction | Carpenter | January 2009 to August 2020 | Bakersfield, CA

General Contractor on many ground up projects, allowing the opportunity to perform tasks in all phases of construction. Gained knowledge of blueprints and general carpentry, along with plumbing, painting, welding, drywall, and metal stud framing. Performed foreman duties including contracting clients and inspectors, material takeoffs, and adhering to schedules.



NICK TIGNER
ESTIMATING MANAGER

YEARS IN THE INDUSTRY
8 Years

YEARS WITH COLOMBO
4 Years

EDUCATION
Bachelor of Science in Construction Management from California State University, Chico
AA in Construction Technology from Cuesta Community College, San Luis Obispo, CA

PROJECT HISTORY

Education

Greenfield Union School District | Professional Development Center | $20 Million | Bakersfield, CA
Estimator for preconstruction and bidding on the new 27,342 sf Professional Development and Training Center for the Greenfield Union School District. Performed all site estimating takeoffs to coordinate budgetary pricing with subcontractors utilizing the CM At Risk construction delivery method.

Greenfield Union School District | Ollivier Middle School Gymnasium | $15.3 M | Bakersfield, CA
Estimator for preconstruction and bidding on the new 17,780 sf gymnasium for the Greenfield Union School District. Performed all site estimating takeoffs and building takeoffs to coordinate budgetary pricing with subcontractors utilizing the CM At Risk construction delivery method.

Grow Public Schools | Grow Academy Shafter | $500 K | Shafter, CA
Estimator for preconstruction and bidding on the installation of four relocatable classrooms at the existing Grow Academy Shafter Campus.

Kern Community College District | Bakersfield College Arvin Education Center | $25 M | Arvin, CA
Estimator for preconstruction and bidding on the new 38,000 sf Bakersfield College Campus in Arvin, CA. Performed all site estimating takeoffs and building takeoffs to coordinate budgetary pricing with subcontractors utilizing the CM At Risk construction delivery method. Helped create constructability review with the project superintendent, this is to help coordinate design issues early on in the Preconstruction process.

Kern Community College District | Bakersfield College Ag Sciences Pavilion | $55 M | Bakersfield, CA
Estimator for preconstruction and bidding on the new 82,000 sf 3-story Ag Sciences Pavilion at Bakersfield Junior College. Performed all site estimating takeoffs and coordinated budgetary pricing with subcontractors. The new Pavilion is a LEED Certified project utilizing the CM Multiple-Prime construction delivery method.

Kern County Superintendent of Schools | Richardson Child Development Center | $17 M | Bakersfield, CA
Estimator for preconstruction and bidding on the modernization scope for the existing campus. Performed all site estimating takeoffs. Modernization of a 257,000 sf site as well as a modernization of six buildings totaling 33,067 sf. Performed all the coordination of budgetary pricing with subcontractors while utilizing the CM Multi-Prime construction delivery method.

McFarland Unified School District | McFarland High School Cafeteria/Multi-Use Facility | $31.3 M | McFarland, CA
Estimator for preconstruction and bidding on the new 39,000 sf cafeteria/multi-use facility at McFarland High School using the CM Multiple-Prime Construction delivery method. Performed all site estimating takeoffs and building takeoffs to coordinate budgetary pricing with subcontractors.

Healthcare

Common Spirit Health | Bakersfield Memorial Hospital Pediatric Surgery Expansion | $15.7 M | Bakersfield, CA
BIM Project Engineer for preconstruction and construction services on the new 10,340 sf pediatric surgery expansion project at Bakersfield Memorial Hospital utilizing the Design-Build construction delivery method.

NICK TIGNER

ESTIMATING MANAGER

COLOMBO
CONSTRUCTION COMPANY, INC

Commercial

Lennar General Contractor | Hunter's Point Block 52 | $2.4 M | San Francisco, CA
Senior Project Engineer for a low income housing project while working at Webcor Concrete, project was for Lennar General Contractor. Contract value of $2.4m for the structural concrete scope of work on a 18,000 SF project with basement level below grade parking and podium above.

Turner Construction | 30 Otis | $19.5 M | San Francisco, CA
Project Engineer for a 27 floor high end luxury residential high rise building in down town San Francisco while working at Webcor Concrete, project was for Turner Construction General Contractor. Contract value of $19.5m for the structural concrete scope of work on a 500,000 SF of elevated deck project.

SMALL, WOMAN, LOCAL, & VETERAN OUTREACH

Evaluation Criterion #6 (5 Points)

Colombo Construction recognizes the importance of supporting Community Action Partnership of Kern's (CAPK) commitment to local economic development and participation by small, woman, local, and veteran-owned businesses. In preparation of our proposal for this project, Colombo conducted a comprehensive subcontractor and supplier outreach effort designed to maximize participation by qualified firms throughout Kern County, including certified Disabled Veteran Business Enterprises (DVBE).

Colombo has been constructing public projects in Kern County for more than 75 years and has developed longstanding relationships with local subcontractors, suppliers, vendors, and service providers. We utilized these relationships, along with our knowledge of the local construction market, to identify qualified firms capable of competitively performing the work required for this project.

Our outreach process began by developing a list of prospective bidders for each applicable bid package. The list included qualified local contractors, firms familiar with CAPK's requirements, and small, woman, and veteran-owned businesses identified through our existing network and available certification resources. Colombo distributed bid invitations electronically and supplemented those solicitations with direct personal outreach by telephone. Project information was also made available through applicable public postings, industry resources, and the online plan room through the Kern County Builders Exchange.

Colombo tracked the status of prospective bidders throughout the solicitation process, including firms that expressed interest, declined to bid, or did not initially respond. Our estimating team followed up directly with firms that had not indicated an intent to bid to determine whether questions, scope concerns, scheduling, or other factors were preventing their participation. Where possible, Colombo addressed those concerns and encouraged qualified firms to submit a proposal.

Colombo also structured bid packages to reflect the way work is commonly performed by local contractors. This approach helps avoid unnecessary barriers to participation and allows a broader range of qualified small and local firms to competitively pursue the project. Our familiarity with the Kern County construction market allows us to identify appropriate trade contractors and develop bid packages that are consistent with local industry practices.

For this project, Colombo's outreach efforts included:

- Soliciting qualified small, woman, local, and veteran-owned businesses for applicable scopes of work.
- Specifically identifying and soliciting certified DVBE firms.
- Distributing bid invitations electronically and conducting direct telephone follow-up.
- Utilizing the Kern County Builders Exchange and other applicable industry resources to increase project awareness.
- Tracking bidder responses and intent to participate throughout the solicitation period.
- Following up with firms that declined to bid or did not respond to the initial solicitation.
- Leveraging Colombo's longstanding relationships with Kern County contractors and suppliers to encourage participation.
- Maintaining documentation of our solicitation efforts, bidder communications, and responses.

Colombo understands that meaningful participation extends beyond simply distributing bid invitations. Our team made a concerted effort to personally engage qualified firms and encourage competitive participation

SMALL, WOMAN, LOCAL, & VETERAN OUTREACH

Evaluation Criterion #6 (5 Points)

while maintaining the quality, schedule, and budget requirements of the project. Our longstanding presence in Kern County provides CAPK with the benefit of an established local subcontractor network and a strong understanding of the firms available to perform the work.

The outreach performed for this project demonstrates Colombo's commitment to providing CAPK with a competitive and inclusive procurement process that creates meaningful opportunities for small, woman, local, and veteran businesses. Supporting documentation of our outreach activities, including solicitation records and bidder communications, is available for review upon request.

Section B

Proposal Requirements

- Contractor's License
- DIR Registration
- Bonding Capacity
- Financial Capacity
- No Debarment, Suspension, or Disqualification
- References
- Addenum Acknowledgment
- Bid Guarantee
- Insurances
- Non-Collusion Declaration
- Iran Contracting Act Certification
- Debarment, Suspension, and Ineligibility Certification
- Conflict of Interest Disclosure Form
- Appendix A: Vendor Information Sheet
- Appendix B: W-9
- Appendix C: Additional Terms and Conditions

CONTRACTOR'S LICENSE

Name of license holder on file:	Colombo Construction Co Inc
License classification:	B - General Building Contractor C51 - Steel, Structural C-8 - Concrete
License number:	191788
Date issued:	May 2, 1960
Expiration date:	April 30, 2028
Whether license has been suspended or revoked in the past five (5) years, with explanation:	N/A - License is current & active



California Contractor's License

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR)

PWCR:	1000001707
Contractor Status:	DIR Approved
CSLB:	191788
Business Phone:	(661) 316-0100
Registration Start Date:	2025-07-01
Registration End Date:	2028-06-30
Legal Entity Name:	Colombo Construction Company, Inc.
Doing Business As (DBA):	Colombo Construction Company, Inc.
President:	Ryan Altergott
Email:	raltergott@colomboconstruction.com

ACRISURE
West Division

September 3, 2026

Community Action Partnership of Kern
Ramkabir Permanent Supportive Housing Project

RE: Colombo Construction Company, Inc.

To Whom It May Concern:

Colombo Construction Company, Inc. has been a client of our firm since 1986. During this period, we have enjoyed a mutually beneficial relationship.

Travelers Casualty and Surety Company of America provides their surety credit. Colombo's current bonding capacity is $50,000,000 for single contract and $100,000,000 aggregate program. This information is for historical purposes only and does not represent our maximum commitment. The current capacity of the contractor is sufficient for this project.

Should Colombo Construction Company, Inc. request that Travelers provide performance and payment bonds for your project the surety underwriter will immediately begin the underwriting process which includes but not limited to, confirmation of project financing, favorable review of the contract documents and bond forms. Once the underwriter gives approval. We will immediately execute the bonds.

Travelers Casualty and Surety Company of America is Treasury Listed with an underwriting limitation of $835,540,000 and Licensed in all States. Their A.M. Best Rating is A++ XV.

Faithfully Yours,
Travelers Casualty and Surety Company of America

Dawn R. Vance

Dawn R. Vance
Attorney-in-Fact
dvance@acrisure.com
661.412.9099

TRAVELERS

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

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint **DAWN R VANCE** of **BAKERSFIELD** , **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 **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, 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 **3rd** day of **September, 2026** ,

SEAL SEAL SEAL

_____
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

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 Kern }

On 09/03/2026 (Date) before me, Natalie J Moren, Notary Public (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Dawn R. Vance (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 Natalie J Moren (Signature of Notary Public)

NATALIE J. MOREN
COMM. #2545536
NOTARY PUBLIC · CALIFORNIA
KERN COUNTY
My Comm. Exp. Jan. 13, 2030

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/3/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Dawn Vance
Acrisure West Insurance Services, LLC 1950 W Corporate Way #1 Anaheim CA 92801-5373	PHONE (A/C, No, Ext): 661-412-9099 FAX (A/C, No): E-MAIL ADDRESS: dvance@acrisure.com
License#: 6009644	
INSURED Colombo Construction Company, Inc. 3211 Rio Mirada Dr Bakersfield CA 93308-4945 COLOCON-06	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Ascot Specialty Insurance Company	45055
INSURER B : AmGUARD Insurance Company	42390
INSURER C : Starstone National Insurance Company	25496
INSURER D : Travelers Property Casualty Company of America	25674
INSURER E :	
INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 21043169 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	ESGL2610004837-02	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY	Y	Y	COAU781498	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) Y / N: Y N / A If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	T10251291	10/1/2025	10/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Builders Risk - Proj			QT-660-1792N637-TIL-25	10/29/2025	10/29/2026	Basic Limit	10,000,000

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

RFP OPS 2026-006 Project Name: CAPK Ramkabir Permanent Supportive Housing (30 Supportive Housing Units) Project Address: 901 Union Avenue, Bakersfield, CA 93307

Community Action Partnership of Kern (CAPK), City of Bakersfield, including its council, officers, agents, employees, and volunteers is listed as additional insured as required by written contract subject to the terms of the policy. Coverage is primary and non-contributory.

Waiver of Subrogation applies in favor of Community Action Partnership of Kern (CAPK), City of Bakersfield, including its council, officers, agents, employees, and volunteers as required by written contract subject to the terms of the policy. Thirty (30) days written notice of cancellation.

CERTIFICATE HOLDER

Community Action Partnership of Kern (CAPK)
1300 18th Street, Suite 200
Bakersfield CA 93301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Ason

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

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 the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

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BLANKET WAIVER OF SUBROGATION

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 the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

(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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured isrequired by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2.That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __*__% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.	

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than $500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/25	Policy No. T10251291	Endorsement No. 10
Insured	Colombo Construction Company Inc.		Policy Effective Date 10/01/25
Insurance Company	StarStone Naional Insurance Company		

Countersigned By Joseph E (Jeff) Colombo

WC 04 03 06
(Ed. 04-84)

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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FINANCIAL CAPACITY

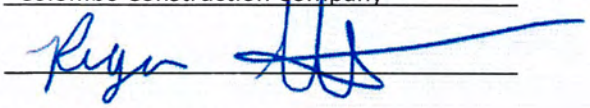
Refer to the separately attached documents for Financial Statements.

DEBARMENT, SUSPENSION, DISQUALIFICATION

Colombo Construction Company hereby certifies that it has not been debarred, suspended, or otherwise disqualified from public contracting by any federal, state, or local governmental agency. Furthermore, Colombo Construction has no history or pattern of liquidated-damages assessments or terminations for default on comparable projects. Accordingly, Colombo Construction meets the eligibility requirements under Section V. Minimum Requirements, Item G. of the Request for Proposals for Ramkabir Permanent Supportive Housing Project (OPS 2026-006) dated 08/10/2026.

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

Company: Colombo Construction Company

Signature: 

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

C-2. References Form

Provide at least three (3) verifiable references for comparable, completed, on-time projects within the last seven (7) years, preferably occupied or adaptive-reuse residential rehabilitation or permanent supportive / affordable housing, including at least one completed on a fixed, deadline-driven schedule. Attach additional sheets for more than three references.

Ref. No.	Project Name / Address	Owner / Client Contact (Name, Phone, Email)	Contract Value	NTP Date	Substantial Completion Date	LDs Assessed? (Y/N)
1	CAPK Central Kitchen 1825 Feliz Drive, Bakersfield, CA 93307	Emilio Wagner (661) 472-1491 ewagner@capk.org	$5.5 M	09/2024	05/2025	No
2	Richardson Child Development Center 1515 Feliz Drive, Bakersfield, CA 93307	Mitchell Canfield (661) 636-4675 micanfield@kern.org	$17.7 M	03/2023	08/2025	No
3	BMH Pediatric Surgery Expansion 420 34th Street, Bakersfield, CA 93301	Joshua Sharp (661) 243-6847 joshua.sharp@commonspirit.org	$18.8 M	08/2023	12/2025	No

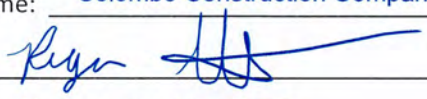
Briefly describe the comparable scope of work for each reference listed above (attach additional sheets as needed):

Reference 1: Refer to "Relevant Project Experience" section.

Reference 2: Refer to "Relevant Project Experience" section.

Reference 3: Refer to "Relevant Project Experience" section.

Proposer / Firm Name: Colombo Construction Company

By (Signature): 

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

revised to read "TOTAL BASE PROPOSAL (Base Lump Sum + Builder's Risk + Site Security Lump Sum)". A replacement Attachment C is issued with this Addendum and must be used.

- All references in the RFP to "Attachment I" are deleted. No Attachment I exists.

ITEM 5 — Evaluation Criterion 6, Title Conformed (CORRECTION)

The point values and weighting of all evaluation criteria in Section IX.B are UNCHANGED. The title of Criterion 6 is conformed to Section VI.G of the RFP as follows:

#	Evaluation Criterion — as revised	Max Points
6	Small, Local, and Veteran Business Participation / Subcontracting Outreach Plan	5 (unchanged)

ITEM 6 — Substantial Completion by Temporary Certificate of Occupancy (CLARIFICATION)

For the avoidance of doubt, and as already provided in Section X.A.i, Substantial Completion is achieved upon issuance of either a Certificate of Occupancy or a Temporary Certificate of Occupancy by the City of Bakersfield Building Department for all units, subject only to a punch list of minor items that do not prevent occupancy. A full Certificate of Occupancy is not required to achieve Substantial Completion or to stop the accrual of liquidated damages.

ATTACHMENTS TO THIS ADDENDUM

- Attachment C (replacement) — Proposal Forms, cost proposal form revised per Item 4.
- Attachment G (reissued) — Liquidated Damages Worksheet supporting the revised rate per Item 3.

ACKNOWLEDGMENT OF ADDENDUM NO. 1

The undersigned acknowledges receipt of Addendum No. 1 to RFP-OPS-2026-006 and confirms that its proposal is based upon the RFP as modified by this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: Colombo Construction Company

By (Signature): 

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

The RFP states two different estimated Notice to Proceed dates: the summary table in Section II states September 22, 2026, and Section 2.a of Attachment B, Form of Construction Contract, states September 11, 2026. The estimated Notice to Proceed date is CONFORMED throughout the RFP and its attachments to read September 22, 2026.

The Contract Substantial Completion Date of August 13, 2027 and the Final Completion Date of September 11, 2027 are UNCHANGED. Both remain fixed and non-extendable for ordinary delays as provided in the Contract. The forty-five (45) calendar-day temporary-generator base period under Item 9 runs from the actual Notice to Proceed, not from the estimated date.

ITEM 11 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum and by Addendum No. 1, all terms, conditions, drawings, and specifications of RFP OPS 2026-006 remain unchanged and in full force and effect. No attachments are issued with this Addendum.

ACKNOWLEDGMENT OF ADDENDUM NO. 2

The undersigned acknowledges receipt of Addendum No. 2 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1 and this Addendum No. 2. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: Colombo Construction Company

By (Signature): 

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

ITEM 7 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum, all terms, conditions, requirements, attachments, and Contract Documents of RFP OPS 2026-006, as previously modified by Addendum No. 1 and Addendum No. 2, remain unchanged and in full force and effect. Where language in this Addendum is shown as replacing prior language, the replacement language governs.

ATTACHMENTS TO THIS ADDENDUM

Attachment G (reissued) — Liquidated Damages Daily Rate Worksheet supporting the revised rate established by Item 4. Supersedes the Attachment G reissued with Addendum No. 1.

ACKNOWLEDGMENT OF ADDENDUM NO. 3

The undersigned acknowledges receipt of Addendum No. 3 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, and this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: Colombo Construction Company

By (Signature): 

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

ACKNOWLEDGMENT OF ADDENDUM NO. 4

The undersigned acknowledges receipt of Addendum No. 4 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, Addendum No. 3 and this Addendum No. 4.

This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: Colombo Construction Company

By (Signature): _____

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

END OF ADDENDUM NO. 4

97.1 Permit count. There are five (5) separate permits: four (4) building permits, one for each of Buildings 100, 200, 300 and 400, and one (1) site permit. Proposers shall account for all five permits, and for the inspections associated with each, in inspection sequencing and in the resource-loaded and cost-loaded CPM schedule required by Item 54 of Addendum No. 4. This Item confirms that the Project comprises four (4) buildings.

97.2 Permit fees are paid by CAPK. Notwithstanding Attachment B, Section 1.c, CAPK shall pay the permit fees, plan-check fees, and required inspection fees charged by the City of Bakersfield and by any other agency having jurisdiction for the five (5) permits identified in Section 97.1. Proposers shall EXCLUDE those fees from the Base Lump Sum and from every other line of Cost Proposal Form C-1.

ITEM 7 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum, all terms, conditions, requirements, attachments, and Contract Documents of RFP OPS 2026-006, as previously modified by Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4, remain unchanged and in full force and effect. Where language in this Addendum is shown as replacing prior language, the replacement language governs.

ACKNOWLEDGMENT OF ADDENDUM NO. 5

The undersigned acknowledges receipt of Addendum No. 5 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4, and this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: Colombo Construction Company

By (Signature): 

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

2 of this Addendum, that figure is CONFORMED to read ninety-three (93) calendar days. All other provisions of Item 4 of Addendum No. 3 remain in full force.

ITEM 5 — ALL OTHER TERMS UNCHANGED

The Proposal Due Date remains 2:00 p.m., Wednesday, October 7, 2026, and the proposal validity period and bid-guarantee requirement at Item 3 of Addendum No. 5 are unchanged. The vendor question period closed September 10, 2026 and is not reopened. Except as expressly modified by this Addendum, all terms, drawings, specifications and attachments of RFP OPS 2026-006, as previously modified by Addendum Nos. 1 through 5, remain in full force.

ATTACHMENTS TO THIS ADDENDUM

1. Revised Mechanical Drawings, Building 100 — Sheets M210, M211, M212.
2. Revised Mechanical Drawings, Building 200 — Sheets M210 through M215.
3. Revised Mechanical Drawings, Building 300 — Sheets M210, M211, M212.
4. Amana PTH R32 J Series Product Specifications.
5. PTAC Nomenclature and Power Connection Data.

ACKNOWLEDGMENT OF ADDENDUM NO. 6

The undersigned acknowledges receipt of Addendum No. 6 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum Nos. 1 through 6. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: Colombo Construction Company

By (Signature): Ryan Altergott

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

END OF ADDENDUM NO. 6

GAIA Document A310'"-2010

Bid Bond

CONTRACTOR:
Colombo Construction Company, Inc.
3211 Rio Mirada Dr.
Bakersfield, CA 93308

SURETY:
Travelers Casualty and Surety Company of America
11070 White Rock Road, Ste. 130
Rancho Cordova, CA 95670-9085

OWNER:
Community Action Partnership of Kern
1300 18th St., Ste. 200
Bakersfield, CA 93301

BOND AMOUNT: $6,500,000
PROJECT: B26-058
CAPK Ramkabir Permanent Supportive Housing
901 Union Ave.,
Bakersfield, CA 93307

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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.

Init.

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User Notes: (3B9ADA15)

Signed and sealed this 27th day of August 2026

Principal – Ryan Altergott (Seal)

President

Surety – Dawn R. Vance (Seal)

(Witness)

(Witness)

Attorney-in-Fact

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User Notes:
(3B9ADA15)

Init.

2

TRAVELERS

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

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint **DAWN R VANCE** of **BAKERSFIELD**, **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 **13th** day of **May, 2026.**

SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March, 2031**

NOTARY PUBLIC

_____
Marie E. Sorensen, 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 **27th** day of **August, 2026**.

SEAL SEAL SEAL

_____
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

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 Kern }

On 8/31/2026 (Date) before me, Natalie J Moren, Notary Public (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Dawn R. Vance (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)

NATALIE J. MOREN
COMM. #2545536
NOTARY PUBLIC • CALIFORNIA
KERN COUNTY
My Comm. Exp. Jan. 13, 2030

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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 Kern)

On October 5, 2026 before me, Maegan Venus Martinez Perez, Notary Public
(insert name and title of the officer)

personally appeared Ryan Altergott,
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.

MAEGAN VENUS MARTINEZ PEREZ
Notary Public - California
Kern County
Commission # 2513528
My Comm. Expires Mar 3, 2029

Signature Maegan Venus Martinez Perez (Seal)

TRAVELERS

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

POWER OF ATTORNEY

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 the Companies do hereby make, constitute and appoint **DAWN R VANCE** of **BAKERSFIELD** , **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 **13th** day of **May, 2026.**

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, 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 **31st** day of **March, 2031**

Marie E. Sorensen, 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 **3rd** day of **September, 2026** .

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

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 Kern }

On 09/03/2026 (Date) before me, Natalie J Moren, Notary Public (Insert Name of Notary exactly as it appears on the official seal), Notary Public,

personally appeared Dawn R. Vance (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)

NATALIE J. MOREN
COMM. #2545536
NOTARY PUBLIC - CALIFORNIA
KERN COUNTY
My Comm. Exp. Jan. 13, 2030

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

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

Signer is Representing: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/3/2026

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
$ F U L V H U V H Q V X U D Q F H
: & R U S R:UDQ W H
$ Q D K H&L$P

License#: 6009644

CONTACT NAME: Dawn Vance
PHONE (A/C, No, Ext): 661-412-9099 FAX (A/C, No):
E-MAIL ADDRESS: dvance@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : $ V F H V V H F L DOOLDQFH &RPSDQ\	45055
INSURER B : AmGUARD Insurance Company	42390
INSURER C : 6 W D U V1DWLRQDO HQGHPQLW\ &RPSDQ\	25496
INSURER D : 7 U D Y H3OHUVH&DVXDOW\ &RPSDQ\ RI &RQQHFWLFXW	25674
INSURER E :	
INSURER F :	

INSURED
& R O R Q&ERRQ V W U&RQVWUXFWLRQ &RUS F
5 L Q&L U D'G G
% D N H U &L H O G

COLOCON-06

COVERAGES **CERTIFICATE NUMBER:** 21043169 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	ESGL2610004837-02	5/1/2026	5/1/2027	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	Y	Y	COAU781498	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	T10251291	10/1/2025	10/1/2026	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Builders Risk - Proj			QT-660-1792N637-TIL-25	10/29/2025	10/29/2026	Basic Limit	10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
5)3236 3URMHFW1DPH&RPSDQ\ &RQWUDFWRU&XVWRPHU3URMHFW1XPEHU
%DNHU&L$L HOG
&RPPHUFLDO*HQHUDO/LDELOLW\ &RYHUDJH3URYLGHG%\$PHULVXUH&RPSDQ\ &RYHUDJH&RQWUDFWRU&XVWRPHU3URMHFW1XPEHU
LQVXUDQFHSROLF\1XPEHU&RPPHUFLDO*HQHUDO/LDELOLW\ &RYHUDJH&RQWUDFWRU&XVWRPHU3URMHFW1XPEHU
:DLYHURI6XEURJDWLRQ&ODXVH&RPPHUFLDO*HQHUDO/LDELOLW\ &RYHUDJH&RQWUDFWRU&XVWRPHU3URMHFW1XPEHU
DQGWRROXQGHUH[FHVV&RPPHUFLDO*HQHUDO/LDELOLW\ &RYHUDJH&RQWUDFWRU&XVWRPHU3URMHFW1XPEHU

CERTIFICATE HOLDER

& R P P X Q&LFDWLRQV &RQWUDFWRU
W&K W U H&N&LW H
% D N H U &L H O G

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ACORD 25 (2025/12)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

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 the endorsement.

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

Includes copyrighted material of Insurance Services Office, Inc., with its permission.

COMMERCIAL AUTO
BA 99 02 09 08

BLANKET WAIVER OF SUBROGATION

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 the endorsement.

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

 Includes copyrighted material of Insurance Services Office, Inc., with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

(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.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract signed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured isrequired by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from US.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be __*__% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
WHERE YOU ARE REQUIRED BY WRITTEN CONTRACT TO OBTAIN THIS AGREEMENT FROM US, PROVIDED THE CONTRACT IS SIGNED AND DATED PRIOR TO THE DATE OF LOSS TO WHICH THIS WAIVER APPLIES. IN NO INSTANCE SHALL THE PROVISIONS AFFORDED BY THIS ENDORSEMENT BENEFIT ANY COMPANY OPERATING AIRCRAFT FOR HIRE.	

*The premium charge for this endorsement shall be 2% of the premium developed in the State of California, but not less than $500 policy minimum premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	10/01/25	Policy No. T10251291	Endorsement No. 10
Insured	Colombo Construction Company Inc.		Policy Effective Date 10/01/25
Insurance Company	StarStone Naional Insurance Company		

Countersigned By Joseph E (Jeff) Colombo

WC 04 03 06
(Ed. 04-84)

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization: As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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Attachment F
REQUIRED CERTIFICATIONS

Proposer shall complete, sign, and submit each of the four certifications below with its proposal, per RFP Section 7.1(f).

F-1. Non-Collusion Declaration

(Public Contract Code § 7106 form)

The undersigned, being first duly sworn, deposes and says that he/she is the [title] of [Proposer Name], the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against CAPK or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, to effectuate a collusive or sham proposal.

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

By (Signature): _____ Ryan Altergott, President/CEO

F-2. Iran Contracting Act Certification

(Public Contract Code §§ 2202–2208 — applicable to contracts for goods or services of $1,000,000 or more)

By signing below, the undersigned certifies, on behalf of the Proposer identified below, that the Proposer is not identified on the current list of persons and entities engaged in investment activities in Iran maintained by the California Department of General Services pursuant to Public Contract Code § 2203(b), and is not a person described in Public Contract Code § 2202(d), unless the Proposer has obtained a waiver pursuant to Public Contract Code § 2203(c).

☒ The undersigned certifies as stated above.

☐ The undersigned cannot certify as stated above — explanation attached on a separate sheet, including any applicable waiver documentation.

By (Signature): _____ Ryan Altergott, President/CEO

F-3. Debarment, Suspension, and Ineligibility Certification

(2 CFR Part 180; California Public Contract Code § 10285.1; and Labor Code §§ 1777.1 and 1777.7 (public works debarment))

The undersigned certifies, to the best of its knowledge, that the Proposer and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government department or agency;

(b) have not, within the preceding three (3) years, been convicted of, or had a civil judgment rendered against them for, commission of fraud, a criminal offense, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, in connection with obtaining, attempting to obtain, or performing a public transaction or contract;

(c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of, any of the offenses enumerated in paragraph (b); and

(d) have not, within the preceding three (3) years, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this proposal.

☒ The undersigned certifies without exception to (a) through (d) above.

☐ The undersigned cannot certify without exception — explanation attached on a separate sheet.

By (Signature): _____ Ryan Altergott, President/CEO

F-4. Conflict-of-Interest Disclosure Form

(Per RFP Section 4.5 and CAPK's Accounting & Financial Policies and Procedures Manual, Code of Conduct in Purchasing)

The undersigned discloses the following actual or apparent conflicts of interest, if any, involving the Proposer or its officers, employees, or affiliates, and any CAPK officer, employee, Board member, or agent involved in this procurement (write "None" if not applicable):

None

The undersigned further certifies that neither the Proposer nor its affiliates participated in developing the specifications or requirements for this Project, including as the Project architect or engineer of record, and that no gratuities, favors, or items of value have been or will be offered to any CAPK officer, employee, Board member, or agent involved in this procurement.

Proposer / Firm Name: Colombo Construction Company

By (Signature): _____

Name / Title: Ryan Altergott, President/CEO

Date: 10/7/2026

APPENDIX A

Community Action Partnership of Kern
• Business Services Department •
1300 18th St, Ste 200 Bakersfield, CA 93301 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: 10/5/2026 Prepared By: Matt Hopp

Official Business Name: Colombo Construction Company, Inc.

DBA: Same

Location Address: 3211 Rio Mirada Dr., Bakersfield, CA 93308
Street City State Zip

Remit Address: Same
Street City State Zip

Contact Person: Jonny Frank Title: Director of Project Development

Phone #: 661-316-0100 Accts. Receivable Phone #: 661-316-0100

Fax #: 661-316-0101 Customer Service Phone #: 661-316-0100

CAPK Vendor #: E-mail Address: jfrank@colomboconstruction.com

Federal ID # or SS#: 95-2091187 Type of Business: General Contractor

Contractor Lic. #: 191788 Business Lic. #: 2700000151 City Issued: Bakersfield

General Liability Insurance Carrier & Policy #: Ascot Specialty - ESGL2610004837-02

Auto Liability Insurance Carrier & Policy #: AmGuard - COAU781498

Workers Compensation Insurance Carrier & Policy #: ICW - WPL509159800

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:

☐ Board Member ☐ Employee ☐ Faith Based ☐ Fed Gov't ☒ For Profit ☐ Housing Collaborative ☐ Local Gov't

☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

SBA CLASSIFICATION:

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

☐ Minority-Owned ☐ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: 78 Accept Purchase Orders: ☒ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: Ryan Altergott Print Name: Ryan Altergott

Title: President/CEO Date: 10/7/2026

REVISED 7/1/2017

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Colombo Construction Company, Inc.

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

3211 Rio Mirada Drive

6 City, state, and ZIP code

Bakersfield, CA 93308

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-				

or

Employer identification number

9	5	-	2	0	9	1	1	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person  Date 10/5/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPENDIX C

Community Action Partnership of Kern

Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.

13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.

15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."

16. **DEBARMENT AND SUSPENSION CERTIFICATION**: Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

    a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
    c. Does not have a proposed debarment pending; and
    d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

    If there are any exceptions to the Certifications above, insert the exceptions in the following space:

    Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

    Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION**: Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

    a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

    b. Provide coverage for owned, non-owned and hired autos.

    c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

    d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

    e. Provide Contractual Liability coverage for the terms of the Contract.

f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agent's employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.



10/7/2026

Signature **Date**

Ryan Altergott, President/CEO

Print Name

Colombo Construction Company

Company Name

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End of Proposal

REQUEST FOR PROPOSALS (RFP)
FOR
RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT

Request for Proposal Number: OPS 2026-006
08/10/2026

Community Action Partnership *of* Kern
1300 18th St, Ste 200
Bakersfield, California 93301
661.336.5236

Proposals Due by 2:00 p.m. September 8th, 2026

Community Action Partnership of Kern
1300 18th St, Ste 200 · Bakersfield, CA 93301
(661) 336-5236

REQUEST FOR PROPOSALS (RFP):
RAMKABIR PERMANENT SUPPORTIVE HOUSING PROJECT
GENERAL CONDITIONS

I. PURPOSE

Community Action Partnership of Kern ("CAPK"), is soliciting proposals from qualified, licensed general contractors to furnish all labor, materials, equipment, and services necessary to complete the rehabilitation and adaptive-reuse construction of the Ramkabir Permanent Supportive Housing Project (the "Project") located at 901 Union Avenue, Bakersfield, California 93307.

The Project is funded through the California Department of Housing and Community Development ("HCD") Homekey+ Program, a state program administered in partnership with the City of Bakersfield (the "City") as lead applicant and CAPK as co-applicant and Developer. Because the Homekey+ program carries fixed, state-imposed completion deadlines that cannot be extended for ordinary delays, the schedule is the governing constraint of this procurement. Prospective proposers are advised that this is a fixed deadline, time-is-of-the-essence project subject to liquidated damages, as set forth in Section XI.

Developer	Community Action Partnership of Kern (CAPK)
Project	Ramkabir Permanent Supportive Housing (30 Supportive Housing units)
Site	901 Union Avenue, Bakersfield, CA 93307 — former 38-room motel (three single-story wood-frame buildings, constructed 1937), to be converted to 30 Supportive Housing units under MX-1 zoning
Delivery Method	Best-value Request for Proposals (Proposal Method) qualifications and price (see Section IV)
Funding	State of California Homekey+ Program with local match (public works; prevailing wage)
Wage Determination	State prevailing wage; DIR-registered contractors
Architect of Record	Skarphol Frank Associates (SFA) Gregory Frank, Architect (C-31980, CASp-595)
Estimated Notice to Proceed	September 22, 2026,
Contract Completion	Substantial Completion August 13, 2027 (CofO/TCO); Final Completion September 11, 2027,

A. Proposal Submission Information

1. **Closing Date:** Proposals must be submitted no later than **2:00 p.m. September 8, 2026**
2. **Inquiries:** Inquiries concerning this RFP should be directed to the Business Services Department, at procurement@capk.org.
3. **Costs of Proposal Preparation:** All costs incurred in the preparation of a proposal responding to this RFP will be the sole responsibility of the Vendor and will not be reimbursed by CAPK.

Unless otherwise stated, all materials submitted by Vendor in response to this RFP shall become the property of CAPK.

B. Proposal Submission Instruction to Vendors: Your proposal should be addressed as follows:

Community Action Partnership of Kern (CAPK)
RFP OPS 2026-006
ATTN: Liz G Vargas - Procurement
1300 18th Street, Ste 200
Bakersfield, CA 93301
Or via email to: procurement@capk.org

It is the responsibility of the Vendor to ensure that CAPK receives the proposals by the date and time specified above. **Late proposals will not be considered**. **Confirmation of receipt is the sole responsibility of Vendor.** Each Vendor must submit its proposal using the enclosed format in Section III below. If any proposal submitted deviates from the requested proposal format, it may be cause for disqualification. This does not, however, preclude the Vendor from offering value-added alternatives and additional, relevant information in addition to the information requested in the RFP. The alternatives, however, must be fully explained in written form, and must be separately stated as alternatives in both the proposal content and fee proposal.

Expected Timelines:

	Date(s)	Event
1	August 10, 2026	RFP Released to public
2	August 18, 2026, 8:00 AM	Job Walk – get maintenance out at 6:00
3	August 25, 2026 by 5:00 PM	Due date for Vendor Questions - Please email to Procurement@capk.org
4	August 28th, 2026	Responses to Vendor questions emailed to Vendors
5	**September 8, 2026, by 2:00pm**	**DUE DATE FOR PROPOSALS FROM VENDORS**
6	September 14 – 22, 2026	Proposal scoring and Board approval
6	Approx. September 22, 2026	Notification of Award

C. Right to Reject: CAPK reserves the right to reject all proposals received in response to this RFP. The Contract for the accepted proposal will be based upon the factors described in this RFP. CAPK reserves the right to waive all informalities or irregularities in any proposal.

D. Confidentiality: The Vendor agrees to keep the information related to negotiations in strict confidence. Other than the reports submitted to CAPK, the Vendor agrees not to publish, reproduce or otherwise divulge such information in whole or in part, in any manner or form or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Vendor's possession, to those employees on the Vendor's staff who must have the information on a "need-to-know" basis. The Vendor agrees to immediately notify, in writing, CAPK's authorized representative in the event the Vendor determines or has reason to suspect a breach of this requirement.

E. Notification of Award: CAPK anticipates but does not guarantee that the Contract will be awarded by approximately **September 22, 2026.**

Award will be made to the most responsible Vendor whose service, experience and approach to the project are most compatible with the CAPK's needs. The scored proposals will be presented to CAPK's Board of Directors for final award. CAPK will be the sole judge in making this determination.

F. **Small, Local & Veteran Business Participation / Subcontracting Outreach Plan:** Efforts will be made by CAPK to utilize small Local & Veteran Businesses, with the consideration that the primary responsibility is the most favorable return to CAPK.

A Vendor qualifies as a small business firm if it meets the definition of "small business" as established by the Small Business Administration (13 CFR 121.201).

G. **Price:** All prices and quotations must be typed or written in ink utilizing attached bid form. No erasures or correction fluid is permitted. Errors may be crossed out and corrections printed in ink by the person signing the proposal.

II. SCOPE OF WORK: The Work consists of the complete conversion, rehabilitation, and adaptive reuse of an existing 1937 motel (38 rooms) into a 30-unit Permanent Supportive Housing community, ready for occupancy, in conformance with the Construction Documents prepared by Skarphol Frank Associates and all applicable codes and Program requirements. The scope reflects the architect's preliminary Scope of Work and includes, without limitation, the following. Where this summary and the Construction Documents differ, the Construction Documents govern.

A. Demolition, Fire Restoration, and Environmental Remediation

1. Environmental testing for lead-based paint and asbestos, followed by full abatement and remediation in accordance with EPA and Cal/OSHA regulations.
2. Restoration of all areas impacted by fire damage to ensure structural safety and code compliance.
3. Selective demolition is necessary for unit reconfiguration and infrastructure upgrades.

B. Unit Reconfiguration and Interior Improvements

1. Reduction of the total unit count from 38 to 30 to meet MX-1 zoning minimum density, and reconfiguration of floor plans to accommodate the required accessible units.
2. Installation of kitchenettes in all units, including cabinets, sinks, cooktops/microwaves, and refrigeration.
3. Upgrade of all interior plumbing, electrical, and mechanical systems to residential standards.

C. Accessibility and Life-Safety Compliance

1. Construction of eight (8) total accessible units, consistent with the HCD project report basis of award: five (5) units exceeding mobility standards plus three (3) units with hearing/vision features, in compliance with the ADA and the California Building Code, including accessible routes, restrooms, entrances, and common areas for universal access.
2. Upgrade or installation of fire/life-safety systems, including alarms, sprinklers (if required), and emergency lighting.

D. Structural and Seismic Rehabilitation

1. Structural assessment and seismic retrofitting where required by current building code.
2. Reinforcement of load-bearing elements to accommodate the change to a residential occupancy classification.

E. Energy Efficiency and Sustainability (Title 24)

3. Building-envelope retrofit with new insulation and high-efficiency windows and doors.

4. Replacement or upgrade of HVAC systems and lighting to meet Title 24 energy standards, and installation of low-flow plumbing fixtures and energy-efficient appliances.

F. Community Facilities and Supportive-Services Spaces

1. On-site spaces for property management, case management, and resident services; shared laundry facilities; and a common room, with secure and functional access to supportive services.

G. Site and Exterior Improvements

2. Upgrades to site drainage, lighting, and security systems.
3. Reconfiguration of parking to include accessible stalls and EV-capable spaces as required.
4. Improvements to landscaping, fencing, and pedestrian pathways to support neighborhood integration.
5. *All Work shall conform to Homekey+ funding requirements, MX-1 zoning, the California Building Code, Title 24, ADA guidelines, and all applicable state and federal housing regulations.*

H. Construction-Phase Site Security - The Contractor shall provide and maintain construction-phase site security and shall hold the security contract. From the Notice to Proceed through Substantial Completion, the Contractor has care, custody, and control of the site and is responsible for protecting the Work, materials, and equipment against theft and vandalism. The site is in an area with elevated theft risk; the following minimum-security standard applies, and the Contractor remains responsible for protecting the Work whether or not the minimum standard proves sufficient:

1. Secure perimeter fencing, locked gates, controlled site access, and adequate site lighting.
2. Monitored video surveillance and intrusion alarms covering entrances, material staging, and stored equipment, with recorded footage retained and made available to CAPK on request.
3. Licensed, uniformed security guard coverage during high-risk hours — at a minimum, overnight on weekdays and full coverage on weekends and holidays [specify, e.g., 6:00 p.m.–6:00 a.m. weekdays and 24 hours on weekends/holidays]. The level of coverage (on-site guard versus surveillance-only) is subject to adjustment by CAPK.
4. Just-in-time delivery of high-theft materials (for example, mini-split condensers, appliances, water heaters, copper, and wire) and lockable on-site storage with inventory control, so that materials are not left exposed before installation.
5. A designated 24-hour emergency contact and an incident-reporting protocol requiring prompt notice to CAPK of any theft, vandalism, or breach, with CAPK access to surveillance feeds and incident logs.
6. The security vendor shall carry commercial general liability of not less than $1,000,000 per occurrence and $2,000,000 aggregate (benchmarked to the site's location and crime exposure) and workers' compensation insurance for its guard personnel; shall name CAPK, the City, and the Contractor as additional insureds on the vendor's own policy on a primary and non-contributory basis; and shall provide a waiver of subrogation in favor of CAPK and the City.
7. Builder’s-risk protective safeguards: the site-security program shall satisfy any protective-safeguards, watchman, or vacancy requirements imposed by the builder’s-risk carrier. The Contractor shall obtain the carrier’s written confirmation that the proposed security schedule meets those requirements so that no off-hours theft, vandalism, or fire loss is subject to denial. This confirmation is a condition precedent to mobilization.

8. Owner review before finalizing: before the security vendor and its coverage are finalized, and before mobilization, the Contractor shall submit to CAPK for review and approval the security vendor's insurance certificates and endorsements and the builder's-risk policy specifications and declarations — not merely certificates of insurance.
9. Coverage hours and handoff: the cost proposal shall state the exact security hours, and the Contractor shall maintain a written overlap/handoff protocol between construction-hours supervision and the non-construction-hours security vendor so that responsibility for the site is continuous with no gap at the boundary.
10. The Contractor's indemnity obligations under the Contract extend to the acts and omissions of the security subcontractor, so that CAPK and the City are protected if the security vendor is underinsured.
11. *Site security shall be priced as a separately stated line item in the cost proposal, together with a per-guard-hour unit rate for adjustments..*

I. Project Schedule — Time Is of the Essence - Time is of the essence. The Work is subject to fixed, non-extendable completion deadlines imposed by the Project's State funding program. HCD has confirmed, with no exceptions, that the Project has sixty (60) days from the date of the Homekey+ Conditional Commitment Letter originally received July 13, 2026, before the twelve (12)-month construction-completion period begins; the program does not extend this deadline for ordinary delays, including labor shortages and supply-chain conditions. The Contract Substantial Completion Date is set in advance of the program construction-complete deadline to preserve Owner float for punch-list, closeout, and occupancy.

CONTRACT Substantial Completion	August 13, 2027 — evidenced by issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Bakersfield Building Department for all units, set in advance of the program deadline to preserve Owner float
CONTRACT Final Completion	September 11, 2027 — coincides with the Program Construction-Complete Deadline; all punch-list items closed, final lien releases, as-builts, and other closeout documents submitted
Program Construction-Complete Deadline	September 11, 2027 — twelve (12) months after the closing of the 60-day period following the July 13, 2026, Conditional Commitment Letter; HCD has confirmed no exceptions to this deadline
Program Expenditure & Occupancy Deadline	Same as the Program Construction-Complete Deadline above

The Contract Substantial Completion Date is intentionally set in advance of the program construction-complete deadline to preserve Owner float for punch-list, closeout, and the occupancy period. The successful proposer must demonstrate the capacity and staffing to achieve Substantial Completion by the Contract date without qualification. With its proposal, each proposer shall submit a detailed, resource-loaded critical-path-method (CPM) baseline schedule demonstrating how the Contract Completion Date will be met, including long-lead procurement, abatement, permitting/inspection sequencing, and crew loading.

III. PROCUREMENT METHOD AND CONDITIONS OF AWARD

Delivery and Selection Method: This procurement is conducted under CAPK's Accounting & Financial Policies and Procedures Manual, using the competitive Proposal Method of

procurement. Award will be made to the responsible proposer whose proposal is most advantageous to the Project considering price and the other evaluation factors in Section IX; this is a Request for Proposals and not an invitation for sealed bids, and award will not be made solely on the basis of lowest price.

Conditions Precedent to Award and Contract: This solicitation is issued in advance of, and expressly conditioned upon, satisfaction of each of the following.

- CAPK reserves the right to postpone, modify, or cancel this RFP, or to decline to award, at any time and without liability, if any condition is not satisfied:
    - CAPK's execution of a binding property instrument (ground lease, disposition and development agreement, or transfer of title) with the City granting CAPK the right to develop, control, encumber, and operate the Project site;
    - Execution of the HCD Homekey+ Standard Agreement and satisfaction of its conditions, including establishment of the milestone schedule;
    - Confirmation of available funding and CAPK Board of Directors authorization to enter into the construction contract; and
    - Any approvals required from HCD or the City.
    - No proposer acquires any right to award, and CAPK incurs no obligation, until a written contract is fully executed. Costs of preparing and submitting a proposal are borne solely by the proposer.

Sealed Proposals and Minimum Competition: Proposals may be submitted preferably via email or may be delivered in person or mail by the deadline. This procurement seeks a minimum of three (3) proposals. If fewer than three responsive proposals are received after proper advertising, CAPK may re-solicit or proceed under the Non-Competitive Method (Insufficient Proposers) provision, documenting the inadequacy of competition in the procurement file. Approvals: For construction and major renovations over $250,000, award of the resulting contract is subject to approval by CAPK's Chief Executive Officer and Board of Directors. No award is final, and no Notice to Proceed will issue, until those approvals and the conditions above are satisfied.

Conflicts of Interest and Ethical Conduct: Consistent with the CAPK's Code of Conduct in Purchasing, firms and their affiliates that participated in developing the specifications or requirements for this Project, including the Project architect, are not eligible to submit a proposal. Proposers shall not offer gratuities, favors, or anything of value to any CAPK officer, employee, Board member, or agent involved in this procurement, and shall disclose any actual or apparent conflict of interest. Each member of the evaluation panel will execute a conflict-of-interest and confidentiality certification before reviewing proposals.

IV. FUNDING SOURCE AND COMPLIANCE REQUIREMENTS

This is a state-funded public works project. The successful proposer and all subcontractors shall comply with all Program and legal requirements, including without limitation:

- California prevailing wage law (Labor Code § 1720 et seq.): payment of not less than the applicable prevailing wage rates, submission of certified payroll records, and compliance with apprenticeship requirements.
- Registration with the California Department of Industrial Relations (DIR) under Labor Code § 1725.5, and compliance with DIR electronic certified-payroll and compliance-monitoring requirements.
- Contractor and subcontractor licensing in good standing with the California Contractors State License Board (CSLB) in the appropriate classification(s).
- Nondiscrimination and equal-opportunity requirements, and accessibility requirements

under the California Building Code, the federal Fair Housing Act, Section 504, and the ADA.

- All conditions of the Project's ministerial building permit.

V. MINIMUM QUALIFICATIONS

A. To be eligible for award, a proposer must document each of the following as of the proposal due date. Failure to meet any minimum qualification may render a proposal non-responsive:

B. Active, appropriate California contractor's license (Class B and/or the classification(s) required by the Work) in good standing.

C. Active DIR public-works contractor registration.

D. Bonding capacity sufficient to provide 100% payment and 100% performance bonds for the full Contract amount, evidenced by a surety letter.

E. Successful completion, within the last seven (7) years, of at least three (3) projects of comparable type and scale — preferably but not required, occupied or adaptive-reuse residential rehabilitation or permanent supportive/affordable housing — including at least one (1) completed on a fixed, deadline-driven schedule.

F. Demonstrated financial capacity to staff and finance the Work at the pace required to meet the Contract Completion Date.

G. No debarment, suspension, or disqualification from public contracting, and no pattern of liquidated-damages assessments or terminations for default on comparable projects.

VI. PROPOSAL CONTENT REQUIREMENTS

Proposals must include the following:

A. Transmittal letter and completed proposal forms;

B. Evidence of minimum qualifications (Section V)

C. Technical proposal addressing the evaluation criteria below, including a CPM baseline schedule, key-personnel commitments and resumes, subcontractor and self-perform plan, and a narrative describing precisely how the proposer will achieve the Contract Completion Date;

D. At least three (3) verifiable references for comparable, on-time projects;

E. The cost proposal (lump sum, with the unit prices and allowances required by the forms, including a separately-stated site-security line item and a per-guard-hour unit rate per Section II above);

F. Required certifications (non-collusion; Iran Contracting Act; debarment/suspension; and conflict-of-interest disclosure) (Attachment F). The complete proposal, including the cost proposal, shall be submitted sealed in accordance with the Proposal Submission Information above.

G. A Small, Local, and Veteran Business Participation Plan describing the proposer's good-faith outreach and subcontracting approach.

H. **Vendor Information Sheet:** Appendix A.

I. **W-9:** Appendix B.

J. **Additional Terms and Conditions:** Appendix C.

VII. VENDOR REQUIREMENTS

A. All responsive proposals shall be reviewed and evaluated by CAPK to determine which proposal best meets CAPK's needs for this project by demonstrating the competency and professional qualifications necessary for the satisfactory performance of the required services.

VIII. PROPOSAL SUBMITTAL PROCESS

A. The submission of a proposal shall be an indication that the Vendor has investigated and satisfied itself as to the conditions to be encountered, the character, quality and scope of work to be performed, and the requirements of CAPK.

B. All proposals received by CAPK will be considered a "Public Record" as defined in Section 6252 of the California Government code and shall be open to public inspection, except to the extent the Vendor designates trade secrets or other proprietary material to be confidential. Any documentation which the Vendor believes to be a trade secret must be provided to CAPK in a separate envelope and must be clearly marked as a trade secret. CAPK will endeavor to restrict distribution of material and analysis of the proposals. Vendors are cautioned that materials designated as trade secrets may nevertheless be subject to disclosure and CAPK shall in no way be liable or responsible for any such disclosure. Vendors are advised that CAPK does not wish to receive material designated as trade secrets and requests that Vendors not supply trade secrets unless necessary. The Vendor's qualification package, and any other supporting materials submitted to CAPK in response to the request, will not be returned and will become the property of CAPK.

IX. SELECTION PROCESS AND CRITERIA

This is a NEGOTIATED procurement and as such, award will not necessarily be made to the Vendor submitting the lowest priced proposal. Award will be made to the Vendor submitting the best responsive proposal satisfying CAPK's requirements, as determined by CAPK, including consideration of price and other indicated factors.

Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

- The proposal is not received timely in accordance with the terms of this RFP.
- The proposal does not follow the specified format.
- The proposal is missing any of the proposal content requirements found in Section VI.
- The proposal does not include Appendix C, signed on behalf of the Vendor.

Proposal Evaluation

Proposals will be evaluated by an evaluation committee using the weighted criteria below. Consistent with the fixed-deadline nature of this Project, schedule certainty and relevant on-time performance are scored criteria. Price is a significant but not controlling factor.

A. All proposals received by the specified deadline will be reviewed by CAPK for content, fees, related experience and professional qualifications of Vendor.

B. The evaluation and selection of the successful Vendor shall be based upon the factors listed below with corresponding point evaluation. Total points available are **100**.

Evaluation of each proposal will be scored on the following factors:

#	Evaluation Criterion	Max Points
1	Schedule certainty: realism and completeness of the CPM baseline,	15

#	Evaluation Criterion	Max Points
	demonstrated ability to meet the Contract Completion Date, crew loading, and long-lead/abatement/permitting sequencing	
2	Relevant experience and past performance, including verified on-time completion of comparable rehabilitation / PSH / adaptive-reuse projects	10
3	Price (lump sum, with allowances and unit prices)	60
4	Technical approach, logistics, quality control, and self-perform / subcontractor capacity	5
5	Key personnel qualifications and committed availability	5
6	Small, Woman, Local & Veteran Business Participation / Subcontracting Outreach Plan	5
	TOTAL	**100**

C. CAPK may, at its discretion, request presentations by or meetings with any or all Vendors to clarify the Vendors' proposals. However, CAPK reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, which the Vendor can propose. CAPK contemplates award of the Contract to the responsible Vendor with the highest total points awarded by CAPK's proposal evaluation team.

D. Upon final selection, the Contract will be processed by CAPK for award of the Contract.

X. KEY CONTRACT TERMS

A. The successful proposer will execute CAPK's construction contract, which will include, at minimum, the following terms. Proposers must be prepared to accept these terms; material exceptions must be identified in the proposal and may affect evaluation.

i. Substantial Completion and Final Completion, defined: "Substantial Completion" means the stage in the progress of the Work when the Work is sufficiently complete in accordance with the Contract Documents so that CAPK can occupy the units for their intended use, as evidenced by issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Bakersfield Building Department, subject only to a punch list of minor items that do not prevent occupancy. "Final Completion" means full completion of all Work, including all punch-list items, together with submission of final lien releases, as-built drawings, warranties, and other closeout documents required by the Contract.

ii. Contract form: stipulated lump sum covering all Work shown in the Contract Documents. Changed or extra work, and any differing site conditions, are adjusted by change order to documented actual cost with fixed overhead and profit. CAPK does not use cost-plus-a-percentage-of-cost or percentage-of-construction-cost contracting.

iii. Bonds: a 5% bid guarantee (bid bond or certified check) with the proposal, and 100% payment and 100% performance bonds required prior to Notice to Proceed.

iv. Insurance: commercial general liability, automobile, workers' compensation, and builder's risk in amounts stated in the contract, naming CAPK and the City as additional insureds.

v. Retention: five percent (5%) of each progress payment, released in accordance with law upon satisfactory completion.

vi. Progress payments: submitted monthly on AIA Document G702 (Application and Certificate for Payment) with AIA Document G703 (Continuation Sheet) as the schedule of values, certified by the Architect as a condition of payment, and paid less the five percent (5%) retention stated above.

vii. Prevailing wage, DIR registration, and certified-payroll compliance as conditions of payment.

viii. Change orders and time extensions governed by Section XI; no extension for ordinary weather, labor, or supply-chain conditions.

ix. Care, custody, and control; protection of the Work: from Notice to Proceed to Substantial Completion the Contractor has care, custody, and control of the site and bears the risk of loss from theft and vandalism to the Work, subject to builder's risk insurance. Provision of the specified minimum site security (Section II above) is a minimum requirement and does not limit or excuse the Contractor's obligation to protect the Work. CAPK is responsible for securing the vacant premises before the Contractor's mobilization and after Substantial Completion; the contract defines the points at which care, custody, and control transfer to and from the Contractor.

x. Site security pricing: site security is a separately-stated line item in the Contract Sum, with a stated per-guard-hour unit rate; CAPK may increase or decrease guard coverage by change order at that unit rate.

xi. Right-to-audit clause and record availability: CAPK and its designees may access and audit all records relating to the Contract for a period of not less than three years.

xii. Required certifications and verification: non-collusion declaration; Iran Contracting Act certification (contracts of $1,000,000 or more); debarment and suspension certification; and, prior to contracting, completion of a Form W-9 and CAPK's new-contractor verification.

xiii. Owner's right to suspend or terminate for cause or for convenience.

XI. TIME, DELAY, AND LIQUIDATED DAMAGES

Time Is of the Essence: Time is of the essence of the Contract. The Contractor shall achieve Substantial Completion of the Work not later than the Contract Completion Date established in Section II, as it may be adjusted only by a written change order granting an excusable time extension below.

Acknowledgment of Damages: The parties acknowledge and agree that if the Contractor fails to achieve Substantial Completion by the Contract Completion Date, CAPK will sustain substantial damages that are, and will be, extremely difficult and impractical to ascertain with precision. Such damages include, without limitation:

- The cost of providing clients interim housing (motel or other temporary living space) each day until the units can be occupied;
- extended project financing, carrying, insurance, and administrative and construction-management costs;

- extended construction-utilities carrying costs;
- extended City costs;
- lost or delayed operating subsidies and rental revenue for thirty (30) supportive-housing units;
- the delayed delivery of housing to a vulnerable population;
- and material jeopardy to time-limited Homekey+ grant funding, which is subject to fixed state deadlines and potential deobligation or recapture by HCD.

Accordingly, the parties agree that the liquidated-damages amount set forth below represents a reasonable estimate, made as of the date of contract formation, of the damages CAPK would suffer from delayed completion, and does not constitute a penalty.

Liquidated Damages Amount: For each calendar day that Substantial Completion extends beyond the Contract Completion Date, the Contractor shall pay CAPK, or CAPK may withhold, liquidated damages in the amount of $5,000 per calendar day (derived from the Liquidated Damages Worksheet, Attachment G, which builds the rate from client interim-housing/relocation cost — priced at $130 per night per unit, reflecting CAPK's actual experience that only a limited pool of motels will accept its clients — extended project-management/CM cost, insurance carry cost, and construction-utilities carry cost).

A separate Final Completion date has been established (Section II); liquidated damages of $1,100 per calendar day (Attachment G Final Completion calculation — extended project-management/CM, insurance, and construction-utilities carry cost only, excluding client-housing cost since occupancy has already occurred at Substantial Completion) shall apply to any delay in Final Completion beyond that date. Liquidated damages are the Owner's exclusive monetary remedy for Contractor-caused delay to completion, and are in addition to (and not in lieu of) the Owner's remedies for other breaches, defective work, or failure to prosecute the Work.

Excusable Delay and Time Extensions: The Contractor's sole remedy for excusable delay is a time extension, granted only for delays that are beyond the Contractor's control, not concurrent with a Contractor-caused delay, unforeseeable, and not the result of the Contractor's acts or omissions. Consistent with the Homekey+ NOFA, ordinary weather, construction labor shortages, and supply-chain conditions do not constitute excusable delay. Requests for extension must be submitted in writing within seven (7) days of the event, with supporting schedule analysis; failure to timely request waives the claim.

XII. CONDITIONS TO AWARD

A. CAPK reserves the right to delay the selection process, withdraw and reissue the RFP, or cancel this procurement.

B. This solicitation does not commit CAPK to pay any costs in the preparation or presentation of a submittal.

XIII. TIMELINE

Start time to begin fulfilling the requirements of the proposal shall be after the Contract is signed.

XIV. PROHIBITED ACTIVITY

Vendors or their agents shall not make any personal contacts with any member of CAPK's Board

of Directors or program personnel prior to selection and award of a Contract for this work.

XV. PROTEST AND GRIEVANCE PROCEDURE

After selection, CAPK will notify proposers in writing of the results. A proposer may file a written grievance concerning this procurement, limited to alleged violations of applicable law or CAPK's failure to follow its own procurement policies, consistent with the CAPK's Procurement Grievance Procedures. The written notice of results will identify the contact for grievances and the deadline for filing. This procedure is the exclusive remedy for procurement disputes.

XVI. ATTACHMENTS

The following documents are incorporated into this RFP by reference. Attachments A, B, C, D, F and G, have been prepared as standalone documents; Appendices A through C, following this RFP, are CAPK's standard-form Vendor Information Sheet, W-9, and Additional Terms and Conditions, and are separate from the Project-specific Attachments listed below (see Section VI above).

- Attachment A — Construction Documents
- Attachment B — Form of Construction Contract
- Attachment C — Proposal Forms (cost proposal, references).
- Attachment D — Applicable Prevailing Wage Determinations.
- Attachment E — Hazardous-Materials Surveys: (1) Asbestos & Lead-Based Paint Inspection Report (Pillar EHS Solutions, Inc., 9/6/2024) and (2) Phase I Environmental Site Assessment (Krazan & Associates, 3/27/2025).
- Attachment F — Required Certifications (non-collusion, Iran Contracting Act, debarment/suspension, and conflict-of-interest disclosure).
- Attachment G — Liquidated Damages Worksheet

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APPENDIX A

Community Action Partnership of Kern
• Business Services Department •
1300 18th St, Ste 200 Bakersfield, CA 93301 • 661.336.5236 • procurement@capk.org

VENDOR INFORMATION SHEET

Date: _____ Prepared By: _____

Official Business Name: _____

DBA: _____

Location Address: _____
Street City State Zip

Remit Address: _____
Street City State Zip

Contact Person: _____ Title: _____

Phone #: _____ Accts. Receivable Phone #: _____

Fax #: _____ Customer Service Phone #: _____

CAPK Vendor #: _____ E-mail Address: _____

Federal ID # or SS#: _____ Type of Business: _____

Contractor Lic. #: _____ Business Lic. #: _____ City Issued: _____

General Liability Insurance Carrier & Policy #: _____

Auto Liability Insurance Carrier & Policy #: _____

Workers Compensation Insurance Carrier & Policy #: _____

FEDERAL TAX CLASSIFICATION:

☐ Individual/Sole Proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/Estate

☐ Limited Liability Co. C = C Corp S = S Corp P = Partnership ☐ Other: _____

BUSINESS ENTITY/CLASSIFICATION:

☐ Board Member ☐ Employee ☐ Faith Based ☐ Fed Gov't ☐ For Profit ☐ Housing Collaborative ☐ Local Gov't

☐ Non-Profit ☐ Parent ☐ Post Secondary Ed ☐ Provider ☐ School District

SBA CLASSIFICATION:

It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises, Women's Business Enterprises and Veteran Business Enterprises.

☐ Minority-Owned ☐ Small Business ☐ Veteran-Owned ☐ Woman-Owned

Years in Business: _____ Accept Purchase Orders: ☐ Yes ☐ No

If your business has a Social Security number as Tax ID, we require the signature of the owner.

Authorized Signature: _____ Print Name: _____

Title: _____ Date: _____

REVISED 7/1/2017

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

APPENDIX C

Community Action Partnership of Kern

Additional Terms and Conditions

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer the Contract, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of the Contract shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to the Contract and must be included as such.
3. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate the Contract at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Contract is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under the Contract except as set forth in this section in the event of such termination.
4. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Contract. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
5. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under the Contract may not be assigned to a bank, trust company, or other financial institution without CAPK approval. Notice or requests of any such assignment or transfer shall be furnished promptly in writing to CAPK.
6. **NOTICE**. Any notice or notices required or permitted to be given pursuant to the Contract may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
7. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
8. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of the Contract, including any claims for breach of the Contract, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
9. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
10. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.

11. **AMERICAN MADE.** To the extent practicable, all equipment and products provided by Vendor will be American made.

12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of the Contract.

13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign the Contract on behalf of the corporation are jointly responsible for performance of the Contract.

14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized.

15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in the Contract, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal agency. Also, no relative of an employee of CAPK may enter into or bid on an Contract while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on an Contract until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily. It is contrary to CAPK policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Contract for Goods or Services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled “Protest by Vendor.”

16. **DEBARMENT AND SUSPENSION CERTIFICATION**: Vendor, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

    a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
    b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
    c. Does not have a proposed debarment pending; and
    d. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

    If there are any exceptions to the Certifications above, insert the exceptions in the following space:

    Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

    Note: Providing false information may result in criminal prosecution or administrative sanctions.

17. **WORKER'S COMPENSATION**: Labor Code Section 3700 provides:

    “Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

    "(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

    "(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which

may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

Vendor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and Vendor will comply with those provisions before commencing the performance of the work of the Contract.

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under the Contract.)

18. **INSURANCE REQUIREMENTS:** Vendor shall procure, furnish and maintain for the duration of the Contract the following types and limits of insurance herein:

    a. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

    b. Provide coverage for owned, non-owned and hired autos.

    c. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

    d. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

    e. Provide Contractual Liability coverage for the terms of the Contract.

f. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

g. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents, employees and volunteers.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agent's employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by the Contract, or insurance rated below Best's A:VII, must be declared prior to execution of the Contract and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by the Contract is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of an Contract or cancel the Contract if certificates of insurance and endorsements required have not been provided prior to the execution of the Contract.

_____

Signature **Date**

_____

Print Name

_____

Company Name

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY

Attachment A
See Electronic file for Plans and Specification Book

Community Action Partnership of Kern
1300 18TH Street, Ste 200 • Bakersfield, CA 93301
P: (661) 336-5236

CONTRACT FOR CONSTRUCTION AGREEMENT

This Contract for Construction (the "Agreement") is made and entered into as of this *** day of ***, 2026 by and between *** ("Contractor," also referred to herein as "Vendor") and Community Action Partnership of Kern ("CAPK"). In consideration of mutual promises and agreements of the parties as herein set forth, the parties agree as follows:

This Agreement is entered into for the construction of the Ramkabir Permanent Supportive Housing Project (the "Project"), the rehabilitation and adaptive reuse of an existing motel located at 901 Union Avenue, Bakersfield, California 93307 into thirty (30) permanent supportive housing units. The Project is funded through the State of California Department of Housing and Community Development ("HCD") Homekey+ Program, administered in partnership with the City of Bakersfield (the "City") as lead applicant and CAPK as co-applicant and Developer. This Agreement results from CAPK Request for Proposals No. OPS 2026-006 (the "RFP") and Contractor's proposal in response thereto, both of which are incorporated into the Contract Documents. This is a public works project subject to California prevailing wage law; time is of the essence.

1. THE WORK.

a. **SCOPE**. Vendor shall perform for CAPK the construction work identified in **Attachment A** (the "Services") which is incorporated herein by reference as if set forth fully herein. The specific details including the scope, sequence, and schedule of the Work shall be as set forth in **Attachment A**. The Work shall be performed in strict conformance with the Contract Documents. References in this Agreement to the "Services" mean the "Work."

b. **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE.** The "contract documents" consist of this agreement and its attachments and addenda; the plans and specifications prepared by skarphol frank associates (attachment a); the RFP and all addenda; and contractor's accepted proposal. The contract documents are complementary, and what is required by one is as binding as if required by all. In the event of conflict, precedence shall be: (1) this agreement; (2) addenda, in reverse chronological order; (3) the specifications; (4) the plans; and (5) contractor's proposal.

c. **VENDOR QUALIFICATIONS AND COMPLIANCE WITH LAWS**. Vendor and all persons engaged by Vendor to perform the Services shall possess all necessary licensing, training, permits and experience to perform the Services, safely, in a workmanlike and professional manner according to best practices. Vendor shall comply with all laws and regulations bearing on the Services. If any portions of the Services will involve work requiring governmental permission or approval, including but not limited to a permit, Vendor shall secure such permission or approval as required to perform the Services, before commencing such Services. Without limiting the foregoing, Contractor and each subcontractor shall at all times hold an active, appropriate California Contractors State License Board license in the classification(s) required for the Work, and shall be registered with the California Department of Industrial Relations (DIR) pursuant to Labor Code section 1725.5.

d. **VENDOR PROJECT MANAGEMENT**. Vendor shall perform the Services in a timely manner and shall keep CAPK informed of progress and any developments that may affect the timeline for the completion of the Services, or cause any variance to the Services as described on **Attachment A**. CAPK shall provide on a timely basis all information and documents requested by Vendor necessary for Vendor's effective representation of CAPK's interests in performing the Services.

Contractor shall provide competent full-time supervision of the Work, shall maintain and regularly update the resource-loaded critical-path-method (CPM) schedule submitted with its proposal, and shall diligently prosecute the Work so as to achieve Substantial Completion and Final Completion by the dates set forth in Article 2.

e. **CHANGES IN WORK**. During the course of providing the Service, CAPK may require changes in their scope. Such changes, including any increase or decrease in the amount of the Vendor's fees for such changes shall be agreed to by the parties in writing, through an addendum to this Agreement, at which time the scope of work shall be changed in accordance therewith. Vendor shall not deviate from the Services identified in **Attachment A** without such written amendment. Vendor shall not be entitled to any change in compensation for performing work that deviates from the Services identified in Exhibit A, that is not approved by CAPK in writing, prior to the performance of such Services. Changes shall be authorized only by written change order signed by CAPK prior to performance of the changed work. Adjustments to the Contract Sum for changed or extra work shall be limited to documented actual cost plus the fixed overhead-and-profit markup stated in the Contract Documents; CAPK does not use cost-plus-a-percentage-of-cost or percentage-of-construction-cost pricing.

f. While performing the Services, Vendor shall abide by all instructions provided by CAPK and shall ensure that Vendor and all persons engaged by Vendor to perform the Services conduct themselves in a professional manner.

2. CONTRACT TIME

a. **CONTRACT TIME.** Contractor shall commence the work upon the notice to proceed issued by capk (estimated september 11, 2026, and contingent on the conditions precedent stated in the RFP) and shall achieve substantial completion of the entire work not later than august 13, 2027, and final completion not later than september 11, 2027 (the "contract time"). These dates are established by the homekey+ funding program and are not extendable for ordinary delays.

b. **TIME IS OF THE ESSENCE.** Time is of the essence of this agreement. Contractor acknowledges that the project is subject to fixed, non-extendable state funding deadlines and that capk will suffer substantial damages if the work is not completed within the contract time.

c. **LIQUIDATED DAMAGES.** The parties agree that capk's actual damages from delayed completion are, and will be, extremely difficult and impractical to ascertain, and that the following amounts are a reasonable estimate of those damages and do not constitute a penalty. For each calendar day that substantial completion extends beyond the date in section 2.1, contractor shall pay capk, or capk may withhold, liquidated damages of five thousand dollars ($5,000) per calendar day. For each calendar day that final completion extends beyond the date in section 2.1 (substantial completion having been achieved), contractor shall pay capk, or capk may withhold, liquidated damages of one thousand dollars ($1,000) per calendar day. Liquidated damages are capk's exclusive monetary remedy for contractor-caused delay to completion and are in addition to capk's remedies for other breaches, defective work, or failure to prosecute the work.

d. **EXCUSABLE DELAY.** Contractor's sole remedy for excusable delay is a time extension by written change order, granted only for delays beyond contractor's control, not concurrent with a contractor-caused delay, unforeseeable, and not caused by contractor's acts or omissions. Consistent with the homekey+ notice of funding availability, ordinary weather, construction labor shortages, and supply-chain conditions are not excusable delay. A written request with supporting schedule analysis must be submitted within seven (7) days of the event or the claim is waived.

3. TERMINATION.

a. **TERMINATION BY CAPK FOR CONVENIENCE**. CAPK may discharge Vendor at any time, for any reason, by written notice provide according to this agreement, which shall be effective

immediately if hand-delivered to Vendor, or upon forty-eight (48) hours of mailing such written notice. Unless specifically agreed to between Vendor and CAPK, Vendor will provide no further services and incur no further costs on CAPK's behalf upon receipt of the notice. Vendor shall be entitled to compensation for satisfactory work completed by Vendor, and all unfinished work in any form shall, at the option of CAPK, become CAPK's property.

b. **TERMINATION FOR DEFAULT.** In addition to termination for convenience, capk may terminate this agreement for cause if contractor: fails to prosecute the work so as to endanger timely completion within the contract time; fails to supply enough properly skilled workers, materials, or equipment; fails to pay subcontractors, suppliers, or prevailing wages; disregards applicable laws or the contract documents; fails to maintain required bonds or insurance; or otherwise materially breaches this agreement. Except where the default is not curable, capk shall give written notice and seven (7) days to cure; if the default is not cured, capk may take possession of the site and materials, complete the work by whatever method it deems expedient, and hold contractor and its surety liable for all costs of completion in excess of the unpaid contract sum, together with liquidated damages accruing during the period of default. If it is later determined that contractor was not in default, the termination shall be treated as a termination for convenience.

c. **TERMINATION BY VENDOR.** Vendor may terminate this Agreement for a material breach by CAPK that is not cured within sixty (60) days' notice of such breach to CAPK.

d. **TERMINATION BY MUTUAL AGREEMENT**. The parties may mutually terminate this Agreement at any time by mutual agreement in writing.

4. CONTRACT SUM AND PAYMENT.

a. **CONTRACT SUM.** As full compensation for complete performance of the work, capk shall pay contractor the stipulated lump sum of _____ dollars ($_____) (the "contract sum"), as set forth in contractor's accepted cost proposal (attachment a). The contract sum is not subject to adjustment except by written change order as provided in section 1.4. This is a lump-sum contract; capk does not use not-to-exceed, time-and-materials, or cost-plus-a-percentage pricing.

b. **PROGRESS PAYMENTS.** Contractor shall submit a schedule of values for CAPK approval before the first payment application. Contractor shall submit monthly applications for payment for work completed and materials suitably stored, on AIA document G702 (application and certificate for payment) with AIA document G703 (continuation sheet) as the schedule of values, certified by the architect as a condition of payment, supported by conditional lien and bond waivers for the current period and unconditional waivers for amounts previously paid. CAPK shall pay the undisputed amount of each approved application, less retention, in accordance with the California prompt-payment statutes applicable to public works. Payment does not constitute acceptance of nonconforming work.

Vendor shall mail or email all invoices, with required detail, to:
apayable@capk.org
Community Action Partnership of Kern,
Attn: Accounts Payable,
1300 18th Street, Suite 200
Bakersfield, CA 93301.

c. **PAYMENT OF INVOICES/DISPUTES**. CAPK shall make payment of undisputed portion of a Vendor invoice within forty-five (45) days from the date the original invoice is received at CAPK's Finance Department. CAPK shall identify any dispute as to invoicing within thirty (30) of receipt of the invoice containing a disputed charge. Notwithstanding any provision in this Agreement, non-

payment of a portion of any portion of a disputed invoice of Vendor shall not be grounds for Vendor to terminate this Agreement.

d. **RETENTION.** CAPK shall retain five percent (5%) of each progress payment. Retention shall be released in accordance with applicable law following final completion and CAPK's acceptance, subject to contractor's submission of all required closeout documents, lien releases, and warranties. CAPK may withhold from payment or retention amounts necessary to protect CAPK from loss due to defective work, third-party claims, liquidated damages, or contractor's failure to perform.

5. RELATIONSHIP OF PARTIES.

a. **INDEPENDENT CONTRACTOR**. The relationship established with Vendor through this Agreement is that of independent contractor. This agreement shall not be construed to create a relationship of employment, or principal and agent between Vendor and CAPK, nor shall this Agreement be deemed to create any business relationship, such a partnership or joint-venture. Vendor operates an independent business through which Vendor provides services similar to the Services to third parties.

b. **TAXES**. Vendor and solely Vendor shall be responsible for paying all taxes related to the fees that Vendor receives from CAPK pursuant to this Agreement and withholding any monies from such fee that Vendor may be required to withhold, whether on behalf of Vendor, or any employee, independent contractor or agent engaged by Vendor.

c. **WAIVER OF EMPLOYMENT RIGHTS**. Vendor hereby waives any right to any and all compensation or benefits of any kind that Vendor would be entitled to as an employee of CAPK.

d. **VENDOR'S CONTROL**. Vendor shall have full control over the performance of the Services, including the tools, personnel and materials used and the manner in which the Services are performed.

e. **NO EXCLUSIVITY**. No provision of this Agreement shall be construed to require Vendor to provide the Services exclusively to CAPK during the term of this Agreement.

6. REPRESENTATIONS OF THE PARTIES

a. **VENDOR REPRESENTATIONS. VENDOR REPRESENTS AND WARRANTS:**

i. The party executing this Agreement on behalf of the Vendor is duly authorized by Vendor to contract with CAPK.

ii. Vendor operates an independent business through which Vendor customarily provides services similar to the Services, and Vendor is experienced and qualified to provide the Services.

iii. Vendor possesses all licensing, permitting or other requirements by federal, state and local law required to provide the Services.

iv. Neither Vendor, nor any person associated with Vendor as an owner, partner, director, officer, member, principal or manager of Vendor:

1. Is under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency, nor or any of the foregoing actions pending against such person;

2. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;

3. Has been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

v. Neither Vendor nor any owner, partner, director, officer, member, principal, manager, employee or independent contractor engaged by Vendor is an officer or employee of CAPK,

or a relative of any officer or employee of CAPK, and no individual who was an officer or employee of CAPK within the 12 months prior to the bid, is an employee, owner, partner, director, officer, member, principal, manager or independent contractor of Vendor.

vi. Vendor has no agreement, whether written or oral, with any officer or employee of CAPK, or a relative of any officer or employee of CAPK that would give such person a financial interest in this Agreement.

vii. Vendor has not offered or provided any gratuity to any CAPK employee or officer to influence CAPK's decision to engage Vendor to provide the Services.

viii. Vendor is a [Small Business Enterprise/Minority Business Enterprise/Women's Business Enterprise].

b. **CAPK REPRESENTATIONS. CAPK REPRESENTS AND WARRANTS:**

i. The Services consist of work that is outside the usual course of CAPK's business.

ii. CAPK does not possess the skills or expertise to provide the Services.

iii. To the best of CAPK's knowledge, no employee or officer of CAPK has solicited any gratuity or any financial benefit whatsoever from Vendor, to influence CAPK's decision to retain Vendor to provide the Services.

7. INSURANCE. Vendor shall procure, furnish and maintain at all times for the duration of this Agreement the types and limits of insurance specified hereinbelow, and comply with the requirements hereunder.

a. **COMMERCIAL GENERAL LIABILITY.** Commercial General Liability insurance coverage (ISO form CG 00 01 11 85 or 88) with limits of no less than One Million Dollars ($1,000,000) per occurrence. Such insurance shall:

i. State that Vendor is an independent contractor in relation to CAPK and will include a statement that the Vendor is insured for the Services required under this Agreement and which provides contractual liability coverage for the terms of this Agreement.

ii. Contain an additional insured endorsement in favor in favor of CAPK, its board, officers, agents, employees and volunteers.

b. **AUTOMOBILE LIABILITY INSURANCE**. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:

i. Provide coverage for owned, non-owned and hired autos.

ii. Contain an additional insured endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

c. **WORKERS' COMPENSATION INSURANCE**. Vendor shall at all times during the performance of the Services, maintain Workers' compensation insurance in accordance with applicable law, and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence.

d. **BUILDER'S RISK / COURSE OF CONSTRUCTION.** Contractor shall procure and maintain "all-risk" builder's risk / course-of-construction insurance on a replacement-cost basis covering the full completed value of the work, including materials stored on and off site and in transit, until final completion and acceptance. CAPK and the city shall be named insureds and loss payees as their interests appear. Builder's-risk limits shall include soft costs (extended period of indemnity / delay in completion) given the Program funding timelines. The policy shall be primary and non-contributory, contain a waiver of subrogation in favor of CAPK and the City, and require the carrier to give CAPK direct written notice of cancellation or material change. Contractor shall furnish the policy declarations (not merely a certificate of insurance) for CAPK's review before permits and

mobilization, and shall be responsible for the builder's-risk deductible on any loss within its care, custody, and control.

e. **ADDITIONAL INSUREDS; THE CITY.** In addition to CAPK and the parties named elsewhere in this article, all liability policies required of contractor shall name the City of Bakersfield and its council, officers, agents, employees, and volunteers as additional insureds. Contractor shall furnish certificates and endorsements evidencing all required coverages, naming both CAPK and the city, prior to commencing the work.

f. **SITE-SECURITY SUBCONTRACTOR AND PROTECTIVE SAFEGUARDS.** If Contractor subcontracts construction-phase site security, the security vendor shall carry commercial general liability of not less than $1,000,000 per occurrence and $2,000,000 aggregate and workers' compensation, name CAPK, the City, and Contractor as additional insureds on the vendor's own policy on a primary and non-contributory basis, and provide a waiver of subrogation in favor of CAPK and the City. Contractor shall ensure the site-security program satisfies any protective-safeguards, watchman, or vacancy requirements of the builder's-risk carrier and shall obtain the carrier's written confirmation to that effect before mobilization. Contractor shall submit the security vendor's certificates and endorsements and the builder's-risk policy declarations for CAPK's review and approval before the vendor and coverage are finalized. Contractor's indemnity obligations extend to the acts and omissions of the security subcontractor.

g. **REQUIREMENTS APPLICABLE TO ALL INSURANCE POLICIES.** All policies required of Vendor in this Agreement:

i. Shall contain a waiver of subrogation endorsement in favor of CAPK, its board, officers, agents, employees and volunteers.

ii. Shall be primary insurance as to CAPK, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by CAPK, its board, officers, agents employees and designated volunteers shall be in addition to the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

iii. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

iv. All policies shall contain an endorsement providing CAPK with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

v. Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

8. RESTRICTIVE COVENANTS.

a. **CONFIDENTIAL INFORMATION**. Vendor acknowledges and agrees that this Agreement creates a relationship of confidence and trust on the part of Vendor, and that during the term of this Agreement, Vendor may acquire or have access to, certain Confidential Information (as hereinafter defined) of CAPK. During the term of this Agreement and at all times thereafter, Vendor shall preserve as confidential all Confidential Information that it may acquire or have access to during the term of this Agreement. Without the CAPK's prior written consent, which may be given or withheld in CAPK's sole and absolute discretion, Vendor shall not (i) disclose any Confidential Information to any third party nor give any third party access thereto, (ii) use any Confidential Information except to perform the Services hereunder, nor (iii) disclose the terms

and conditions of this Agreement; provided, however, that the foregoing will not apply to the extent Vendor, in the opinion of counsel, is required to disclose any Confidential Information by applicable law or legal process as long as Vendor promptly notifies CAPK of such pending disclosure and consults with CAPK prior to such disclosure as to the advisability of seeking a protective order or other means of preserving the confidentiality of the Confidential Information. In the event that Vendor is required by applicable law or legal process to disclose any Confidential Information, Vendor agrees to use reasonable efforts to obtain assurances that the information so disclosed will continue to be accorded confidential treatment.

b. **VENDOR'S INTELLECTUAL PROPERTY**. If, during the course of providing Services, Vendor:

   i. utilizes or discloses existing, writings, products, inventions, discoveries, developments, improvements, ideas, technical notes, programs, specifications, computer or other apparatus programs and related documentation, and other works of authorship, tangible and intangible property, whether or not patentable, copyrightable or subject to other forms of protection, made, created, developed, discovered, written or conceived by Vendor, (the "Vendor's Intellectual Property") in whole or in part, to CAPK; or

   ii. develops any of the foregoing which constitute Vendor's Intellectual Property,

   Then Vendor shall identify such intellectual property in writing, and Vendor shall provide CAPK a limited license to use Vendor's Intellectual Property for so long as it is needed by CAPK, in CAPK's sole discretion, without further cost, expense, royalty or other fee.

c. **REMEDIES**. Any breach by Vendor of the restrictive covenants contained herein at Section 8 shall be a material breach of this Agreement by Vendor. If Vendor breaches any covenants restricting Vendor's use or disclosure of Confidential Information set forth herein, CAPK shall have the rights and may resort to all of the remedies available to it under existing law or in equity, by statute or otherwise. Vendor hereby acknowledges and agrees that the restrictive covenants described in herein are of a special and unique character that gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages or in an action at law. Vendor therefore expressly agrees that CAPK shall be entitled to seek and obtain injunctive or other equitable relief, without the necessity of proving actual damages or posting a bond, to prevent or remedy a breach by Vendor of any of said covenants.

d. **DEFINITIONS**:

   i. "Confidential Information" shall mean (i) information owned by CAPK, that gives or could give CAPK some competitive advantage or the disclosure of which could be detrimental to such owner's interests, (ii) information or material which is owned by CAPK, or in which CAPK has an interest, (iii) all information (in writing or otherwise) concerning CAPK (including, without limitation, information concerning such party's business, assets, liabilities, operations, affairs, financial condition, projections, contracts, customers, products, future plans or prospects) which is not generally known by the public, (iv) all analyses, compilations, studies, reports, records or other documents or materials which contain, or are prepared on the basis of any information or material which either CAPK furnishes to Vendor, or which are prepared by CAPK for Vendor, for the purpose of providing the Services, and (v) information regarding CAPK's future engagements and operations that may require the future services of Vendor. Vendor acknowledges that each of the foregoing items of Confidential Information constitute valuable trade secrets that are not owned by Vendor and that the use of such Confidential Information in contravention of this Agreement would constitute the misappropriation of trade secrets under California law. Notwithstanding the above, "Confidential Information" does not include any information or material that (a) is or becomes public knowledge otherwise than by act or omission of Vendor; or (b) is or becomes available to Vendor without obligation of confidence from a source having the legal right to disclose such information; or (c) is already in the Vendor's

knowledge and/or possession and was not received by the non-owner as a result of a prior relationship with the other party to this Agreement.

ii. "CAPK" shall also include any and all employees, independent contractors (other than Vendor) and affiliates of CAPK.

iii. "Vendor" shall include any and all shareholders, employees, assistants, agents, advisors, independent contractors and affiliates of Vendor.

9. RELEASE OF PAPERS AND PROPERTY. Upon termination of this Agreement, Vendor will return to CAPK all records, notes, documentation and other items that were used, created or controlled by Vendor on behalf of CAPK during the term of this Agreement, regardless of whether such information constitutes Confidential Information. In the event that CAPK requests that Vendor relinquish CAPK's original documents in its file, CAPK agrees to give Vendor at least ten (10) working days written notice of CAPK's request in order to provide Vendor sufficient time to make a copy for Vendor's records.

10. NOTICES. Any notice or notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice, or may be served by Certified Mail, to the address set forth below.

Vendor:	CAPK:
***	Community Action Partnership of Kern
ATTN: ***	ATTN: ***
***	5005 Business Park North
***	Bakersfield, CA 93309
Phone: *** Fax: ***	Phone: (661) 336-5236 Fax: (661)
***	

11. INDEMNIFICATION. Vendor agrees to protect, defend, indemnify and hold CAPK and each of its officers, employees, independent Vendors, volunteers and agents, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character including the amount of judgment, penalties, interest, court costs, and legal fees incurred by CAPK in defense of same, arising in favor of any party, including governmental agencies or bodies on account of taxes, liens, claims, debts, personal injuries, death (including, but not limited to, CAPK, its employees, independent contractors or volunteers, and third parties), or damages to property (including, but not limited to, property of CAPK, its employees, independent contractors, volunteers or agents, and third parties), and without limitation by enumeration all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, (i) the Services to be performed by Vendor hereunder; (ii) a breach by Vendor of any representation (meaning such representation shall not be true during the term of this Agreement), covenant, or agreement contained in this Agreement which is otherwise required to be performed or observed by Vendor; (iii) the intentional, reckless or negligent act or omission by Vendor, its employees or independent contractors while performing Services; (iv) any taxes owed by Vendor generally, or due to a determination that Vendor is something other than an independent contractor of CAPK; or (v) any violation(s) of applicable law bearing on Vendor's performance of Services. Vendor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand or suit at its expense (with counsel selected and directed by CAPK and reasonably acceptable to both parties) and agrees to bear all other costs and expenses related thereto, even if said claim, demand or suit is groundless, false or fraudulent.

12. BONDS.

a. **BID GUARANTEE.** Contractor's proposal was accompanied by a bid guarantee equal to five percent (5%) of the proposed price, as required by the RFP.

b. **PAYMENT AND PERFORMANCE BONDS.** Prior to the notice to proceed, contractor shall furnish a payment bond and a performance bond, each in the full amount of the contract sum, issued by

an admitted surety insurer authorized in California with an a.m. best rating of not less than a:vii. The bonds shall remain in effect through final completion and the warranty period.

c. **SURETY AND REPLACEMENT.** If any surety becomes unacceptable to CAPK or is unable to meet its obligations, contractor shall, within ten (10) days of demand, furnish a substitute bond and surety satisfactory to CAPK at no additional cost to CAPK. No progress payment shall be due while any required bond is not in full force.

13. PREVAILING WAGE AND LABOR COMPLIANCE.

a. **PREVAILING WAGES.** This is a public works project. Contractor and all subcontractors shall pay not less than the applicable general prevailing wage rates determined by the director of industrial relations under labor code section 1720 et seq., and shall post and comply with those determinations.

b. **DIR REGISTRATION AND MONITORING.** Contractor and all subcontractors shall be currently registered with the DIR under labor code section 1725.5 and shall comply with the DIR's electronic certified-payroll and compliance-monitoring requirements. This project is subject to compliance monitoring and enforcement by the DIR.

c. Certified payroll and apprenticeship. Contractor shall submit certified payroll records and comply with all apprenticeship requirements under labor code section 1777.5. Contractor shall be responsible for its subcontractors' compliance and shall indemnify CAPK against any penalties, back-wage assessments, or debarment arising from noncompliance.

d. **COMPLIANCE AS CONDITION OF PAYMENT.** Timely submission of complete, accurate certified payroll and other labor-compliance records is a condition precedent to each progress payment and to release of retention.

14. SUBSTANTIAL AND FINAL COMPLETION; WARRANTY; CARE OF THE WORK.

a. **SUBSTANTIAL COMPLETION.** "Substantial completion" means the stage when the work is sufficiently complete in accordance with the contract documents so that CAPK can occupy all units for their intended use, as evidenced by issuance of a certificate of occupancy or temporary certificate of occupancy by the City of Bakersfield building department, subject only to a punch list of minor items that do not prevent occupancy.

b. **FINAL COMPLETION.** "Final completion" means full completion of all work, including all punch-list items, together with submission of final lien releases, as-built drawings, warranties, operation and maintenance materials, and all other closeout documents required by the contract documents.

c. **WARRANTY.** Contractor warrants that all materials and equipment will be new unless otherwise specified and that the work will be free from defects and in conformance with the contract documents. Contractor shall, at its expense, correct any work found defective within one (1) year after substantial completion (or such longer period as any specific warranty requires), and shall repair any resulting damage to other work.

d. **CARE, CUSTODY, AND CONTROL; RISK OF LOSS.** From the notice to proceed through substantial completion, contractor shall have care, custody, and control of the site and shall bear the risk of loss from theft, vandalism, and casualty to the work, subject to the builder's risk insurance required above. Contractor shall provide and maintain the construction-phase site security described in the RFP and contract documents as a minimum requirement that does not limit contractor's obligation to protect the work. CAPK is responsible for securing the vacant premises before contractor's mobilization and after substantial completion.

e. **CLOSEOUT SUBMITTALS.** As a condition of final completion and release of retention, contractor

shall deliver all closeout submittals required by the contract documents, including as-built drawings, warranties, operation and maintenance manuals, final unconditional lien and bond waivers, and evidence of all required governmental sign-offs.

15. **INCORPORATION OF ADDENDUMS BY REFERENCE.** Signature below indicates acceptance of all CAPK addendums that are attached hereto and incorporated by reference as if set forth fully herein:
    - **a.** Addendum A: Debarment and Suspension Certification;
    - **b.** Addendum B: Noncollusion Affidavit;
    - **c.** Addendum C: Certification of Workmen's Compensation;
    - **d.** Addendum D: Insurance Requirements;
    - **e.** Addendum E: Prevailing Wage Compliance Certification;
    - **f.** Addendum F: Material and Workmanship Warranty;
    - **g.** Addendum G: Additional Terms and Conditions.

16. **MISCELLANEOUS PROVISIONS.**
    a. **CONFLICT OF INTEREST**. The parties hereto shall at all times comply with California Public Contract Code 10410 prohibiting conflicts of interest as defined therein and CAPK's policy against any employee of CAPK personally soliciting, demanding or receiving any gratuity of any kind from a Vendor in connection with any decision affecting this Agreement.

    b. **AFFIRMATIVE ACTION**. The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.

    c. **EQUAL EMPLOYMENT OPPORTUNITY**. All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.

    d. **ENTIRE AGREEMENT; MODIFICATION**. This Agreement sets forth the final and entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and representations, whether oral or written, with respect thereto. This Agreement may only be modified by a written instrument duly executed by the parties.

    e. **WAIVER**. The failure of either party hereto at any time to enforce performance by the other party of any provision of this Agreement shall in no way affect such party's rights thereafter to enforce the same, nor shall the waiver by either party of any breach of any provision hereof be deemed to be a waiver by such party of any other breach of the same or any other provision hereof.

    f. **ASSIGNMENT**. Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as such.

    g. **FURTHER ASSURANCES**. The parties agree to execute and deliver such additional documents or instruments as may be necessary or appropriate to carry out the terms of this Agreement.

    h. **SEVERABILITY**. All sections, clauses and covenants contained in this Agreement are severable, and in the event any of them shall be held to be invalid by any court, this Agreement shall be interpreted as if such invalid sections, clauses or covenants were not contained herein.

    i. **ATTORNEY'S FEES**. In the event of any dispute concerning the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and expenses (including expert witness fees), in addition to any other relief to which that party may be entitled. This provision shall be construed as applicable to the entire Agreement.

    j. **CONSTRUCTION**. The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any party based upon any attribution to such party as the source of the language in question. Headings used in this Agreement are for convenience of reference only and

shall not be used in construing this Agreement. The parties further agree that they both have been represented by independent counsel, and have freely negotiated the terms of this Agreement, such that it shall be construed neutrally and not in favor of or against any party who drafted the Agreement.

k. **AUTHORITY**. The parties hereto represent and warrant that they are authorized to enter into this agreement and have heretofore taken all acts necessary to authorize them to so act and establish the rights and obligations between the parties hereto.

l. **COUNTERPARTS**. This Agreement may be executed and delivered, including by facsimile, in one or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

m. **APPLICABLE LAW**. The laws of the State of California shall govern this Agreement. The sole and exclusive venue for any action filed to interpret or enforce this Agreement shall be the Superior Court of Kern County, California or the U.S. District Court for the Eastern District of California, Fresno Division, and each party hereby consents to any motion filed by the other to move to one of those venues any action filed in any other venue or jurisdiction.

n. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date hereinabove first written.

VENDOR:

Signature: _____ **Date:** _____

Printed Name: _____ **Title:** _____

CAPK: COMMUNITY ACTION PARTNERSHIP OF KERN

Signed by: _____ Date: _____

Printed Name: _____ **Title:** _____

ADDENDUM "A"
2 CFR PART 180 (GOVERNMENTWIDE DEBARMENT AND SUSPENSION) AND CALIFORNIA PUBLIC CONTRACT CODE SECTION 10285.1
DEBARMENT AND SUSPENSION CERTIFICATION

VENDOR, under penalty of perjury, certified that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

If there are any exceptions to the Certifications, insert the exceptions in the following space:

Exceptions will not necessarily result in denial of award, but will be considered in determining Vendor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Note: Providing false information may result in criminal prosecution or administrative sanctions.

_____ _____

Signature of Vendor Date

ADDENDUM "B"

NONCOLLUSION AFFIDAVIT

(Public Contract Code Section 7106)

In accordance with Public Contract Code section 7106, _____
Name of Vendor

deposes and says that he or she is _____ of _____
Title Company Name

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.

Under penalty of perjury, the Vendor declares that neither the Vendor nor any subcontractor to be engaged by the Vendor for this project has been convicted of any offense referred to in the California Public Contract Code.

_____

Signature of Vendor Date

_____

Address

ADDENDUM "C"
VENDOR'S CERTIFICATE
REGARDING WORKER'S COMPENSATION

Labor Code Section 3700 provides:

"Every employer except the State and all political subdivisions or institutions thereof, shall secure the payment of compensation in one or more of the following ways:

"(a) By being insured against liability to pay compensation in one or to more than one of the insurers duly authorized to write compensation insurance in this State.

"(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

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

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Agreement.)

ADDENDUM "D"
INSURANCE REQUIREMENTS

Insurance: Vendor shall procure, furnish and maintain for the duration of this Agreement the following types and limits of insurance ("basic insurance requirements") herein:

1. Automobile Liability Insurance, providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:
    a. Provide coverage for owned, non-owned and hired autos.
    b. Contain an additional insured endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
2. Broad Form Commercial General Liability Insurance, ISO form CG00 01 11 85 or 88 providing coverage on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall:
    a. Provide Contractual Liability coverage for the terms of this Agreement.
    b. Contain an additional insured endorsement in favor in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
3. Workers' compensation insurance with statutory limits and employer's liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence; and the policy shall contain a waiver of subrogation endorsement in favor of Community Action Partnership of Kern, its board, officers, agents employees and volunteers.
4. Builder's Risk / Course of Construction insurance on an "all-risk" replacement-cost basis covering the full completed value of the Work, including materials stored on or off site and in transit, maintained until final completion and acceptance, with CAPK and the City of Bakersfield named as insureds and loss payees as their interests appear.
5. The City of Bakersfield and its council, officers, agents, employees, and volunteers shall also be named as additional insureds on all liability policies required under this Addendum, in addition to CAPK.

All policies required of the Vendor shall be primary insurance as to Community Action Partnership of Kern, its board, officers, agents employees and volunteers and any insurance or self-insurance maintained by Community Action Partnership of Kern, its board, officers, agents employees and designated volunteers shall be in excess of the Vendor's insurance and shall not contribute with it. Additional insured endorsement shall use ISO form CG20 10 11 85 (in no event with an edition date later than 1990).

Insurance is to be placed with insurers with a Best's rating of no less than A:VII. Any deductibles, self-insured retentions or insurance in lesser amounts, or lack of certain types of insurance otherwise required by this Agreement, or insurance rated below Best's A:VII, must be declared prior to execution of this Agreement and approved by CAPK in writing.

All policies shall contain an endorsement providing Community Action Partnership of Kern with thirty (30) days written notice of cancellation or material change in policy language or terms. All policies shall provide that there shall be continuing liability thereon, notwithstanding any recovery on any policy.

The insurance required hereunder shall be maintained until all work required to be performed by this Agreement is satisfactorily completed.

Vendor shall furnish CAPK with a certificate of insurance and required endorsements evidencing the insurance required. CAPK may withdraw its offer of Agreement or cancel this Agreement if certificates of insurance and endorsements required have not been provided prior to the execution of this Agreement.

ADDENDUM "E"
PREVAILING WAGE REQUIREMENTS AND COMPLIANCE CERTIFICATION

The Department of Industrial Relations (DIR) determines the General Prevailing Wage Rates (GPWR), including fringe benefits, for each craft, classification, or type of worker considered to be necessary to complete the Agreement work.

Concerning Classification of Labor and Wage Rate Determinations:

1. Vendor must use the classification that most accurately describes the work to be performed.
2. Vendor must reclassify workers to conform to changes in duties, if any.
3. Vendor must maintain an accurate payroll record of the time spent in each classification.

Occasionally, a wage rate may not be provided in the Department of Industrial Relations' wage determination for a particular labor classification. When this occurs, the workers should be reclassified, if possible, to a comparable classification.

I hereby certify that if awarded a Agreement with the Community Action Partnership of Kern (the "CAPK'), I will conform to the requirements as stipulated above and as set forth in the California Labor Code, Sections 1770, 1773.1 – 1773.9, and all other California Labor Code Sections regarding General Prevailing Wage Rates and workers benefits.

I also hereby certify that if awarded a Agreement with CAPK I will comply with the State of California Public Works Contract Requirements and will allow CAPK to perform on-site audits, with 48-hour notice, of all payroll records and apprentice and trainee employment requirements records for the duration of the Agreement. I further certify that I and all subcontractors are registered with the Department of Industrial Relations under Labor Code section 1725.5, will submit certified payroll records, and will comply with all apprenticeship requirements under Labor Code section 1777.5.

Vendor's Name (type or print)	Name of Vendor's Company
Vendor's Signature	Dated

ADDENDUM "F"
MATERIAL AND WORKMANSHIP WARRANTY

Vendor hereby unconditionally guarantees that the Work performed will be done in accordance with the requirements of the Agreement therefore and further guarantees the Work of the Agreement to be and remain free of defects in workmanship and materials for a period of two (2) years from and after the completion of all Agreement obligations by the Vendor. The Vendor specifically waives any right to claim or rely on the statutory definition of completion set forth in Civil Code section 8180 et seq.. The Vendor specifically acknowledges and agrees that completion shall mean the Vendor's complete performance of all Work required by the Agreement, amendments, change orders, construction change directives and punch lists, and CAPK's formal acceptance of the Project, without regard to prior occupancy, substantial completion doctrine, beneficial occupancy, or otherwise. The Vendor hereby agrees to repair or replace any and all Work, together with any adjacent Work which may have been damaged or displaced in so doing, that may prove to be not in accordance with the requirements of the Agreement or that may be defective in its workmanship or materials within the guarantee period specified, without any expense whatsoever to CAPK, ordinary wear and tear and unusual abuse and neglect only excepted. [Note: this Addendum states a two-year guarantee period; the construction contract states one year — confirm and reconcile the intended warranty period before issuance.]

The Vendor further agrees that within ten (10) calendar days after being notified in writing by CAPK of any Work not in accordance with the requirements of the Agreement or any defects in the Work, it will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a period of time stipulated in writing. In the event it fails to so comply, Vendor does hereby authorize CAPK to proceed to have such Work done at the Vendor's expense and it will pay the cost thereof upon demand. CAPK shall be entitled to all costs, including reasonable attorneys' fees, necessarily incurred upon the Vendor's refusal to pay the above costs.
The guarantee period for corrected defective work shall continue for a duration equivalent to the original guarantee period.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of CAPK's clients, or its property, CAPK may undertake at the Vendor's expense without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work of the Vendor not being in accordance with the requirements of this Agreement, or being defective, and to charge the same to the Vendor as specified in the preceding paragraph. The guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing CAPK's rights to enforce all terms of the Agreement referenced hereinabove or the time for enforcement thereof. This guarantee is provided in addition to, and not in lieu of, CAPK's rights on such Agreement.

ADDENDUM "G"
ADDITIONAL TERMS AND CONDITIONS

1. **TAXES.** The Vendor is solely responsible to pay all taxes and comply with all Federal, State, and local laws, ordinances, rules, regulations and lawful orders bearing on the performance of work.
2. **INSURANCE.** Vendor shall procure, furnish and maintain for the duration of this Agreement all insurances listed in Addendum I (Insurance Requirements).
3. **ASSIGNMENT OF SUBCONTRACTING.** The Vendor may not assign or transfer this Agreement, or any interest therein or claim thereunder, or subcontract any portion of the work thereunder, without the prior written approval of CAPK. If CAPK consents to such assignment or transfer, the terms and conditions of this Agreement shall be binding upon any assignee or transferee. Any transfer shall be considered an addendum to this Agreement and must be included as so.
4. **TERMINATION FOR CONVENIENCE OF CAPK**. CAPK may terminate this Agreement at any time by giving written notice to the Vendor of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials as described herein, at the option of CAPK, shall become its property. If the Agreement is terminated by CAPK as provided herein, the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials. The Vendor hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this section in the event of such termination.
5. **CHANGES**. CAPK may from time to time, require changes in the scope of the services of the Vendor be performed hereunder. Such changes, including any increase or decrease in the amount of the Vendor's compensation which are mutually agreed upon by and between CAPK and the Vendor, shall be effective when incorporated in written amendments to the Agreement. Amendments shall be valid only after approval by Vendor and CAPK's Executive Director.
6. **CLAIMS**. All claims for money due or to become due to the Vendor from CAPK under this Agreement may not be assigned to a bank, trust company, or other financial institution without such approval. Notice, or requests, of any such assignment or transfer shall be furnished promptly in writing to CAPK.
7. **NOTICE**. Any notice or notices required or permitted to be given pursuant to this agreement may be personally served on the other party by the party giving such notice, or may be served by certified mail, return receipt requested.
8. **AFFIRMATIVE ACTION.** The Vendor agrees to abide by all State and Federal Affirmative Action policies and laws.
9. **DISPUTE RESOLUTION.** Any dispute arising regarding the interpretation or implementation of this Agreement, including any claims for breach of this Agreement, shall be resolved by submitting the claim for arbitration to the American Arbitration Association in accordance with its rules and procedures applicable to commercial disputes. The location of any arbitration hearing shall be Bakersfield, California, and any enforcement of the arbitrator's decision shall be brought in the Superior Court of the County of Kern, Bakersfield, California.
10. **EQUAL EMPLOYMENT OPPORTUNITY.** All hiring and other employment practices by the Vendor shall be non-discriminatory, based on merit and qualifications without regard to race, color, religion, national origin, ancestry, disability, medical condition, marital status, age or sex.
11. **SBE/MBE/WBE POLICY STATEMENT.** It is the policy of Community Action Partnership of Kern, consistent with Federal, State and local laws, to promote and encourage the development, participation, and continued expansion of Small Business Enterprises, Minority Business Enterprises and Women's Business Enterprises.
12. **CONFIDENTIALITY.** The Vendor shall use his or her best efforts to keep confidential any information obtained during the performance of this agreement.
13. **RESPONSIBILITY.** If Vendor is part of a corporation, the individual or individuals who sign this Agreement on behalf of the corporation are jointly responsible for performance of this Agreement.
14. **PROTEST BY VENDOR:** If the Vendor wishes to file a protest against CAPK for any action, the Vendor must do so in writing with CAPK within 72 hours after the action to be protested has occurred. All protests will be taken under advisement. Any protests received after that will not be recognized

15. **CONFLICT OF INTEREST:** In accordance with California Public Contract Code 10410, no officer or employee of CAPK shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest in this agreement, which may be in whole, or in part, sponsored or funded by a Local, State, or Federal Agency.

    Also, no relative of an employee of CAPK may enter into or bid on a Agreement while said employee is still employed by CAPK. No relative of an employee of CAPK may bid on a Agreement until 12 months after the date said employee of CAPK has left employment of CAPK, either voluntarily or involuntarily.

    It is contrary to Policy for any CAPK employee to personally solicit, demand or receive any gratuity of any kind from a Vendor in connection with any decision affecting a CAPK purchase or Agreement for services. Thus, if such a case were to occur, the Vendor may file a protest with CAPK as specified in the section titled "Protest by Vendor."

Attachment C

Each proposal shall include, in the order required by RFP Section 7.1, the following completed forms. Use additional sheets as needed; all forms must be signed by an individual authorized to bind the Proposer.

C-1. Cost Proposal Form

Proposer shall submit the cost proposal below, in accordance with RFP Section 10. Owner Allowances are carried in the Contract Sum and reconciled by change order to documented actual cost with fixed overhead and profit, per RFP Section 8; they are not a basis for competitive price differentiation and should be carried at the amounts stated in Attachment I.

Base Lump Sum Proposal (Sections 2.1–2.8 scope, exclusive of Owner Allowances and Site Security below)	$
Site Security — Lump Sum, base coverage per Section 2.8 minimum standard, for the Contract Time	$
Builders Risk Insurance	$
Site Security — Per-Guard-Hour Unit Rate (for CAPK-directed adjustment by change order)	$ /hour
TOTAL BASE PROPOSAL (Lump Sum + Allowances + Site Security Lump Sum)	**$**

Alternates (if any are requested by Addendum):

_____

_____

_____

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

C-2. References Form

Provide at least three (3) verifiable references for comparable, completed, on-time projects within the last seven (7) years (RFP Section 6(4)), preferably occupied or adaptive-reuse residential rehabilitation or permanent supportive/affordable housing, including at least one completed on a fixed, deadline-driven schedule. Attach additional sheets for more than three references.

Ref. No.	Project Name / Address	Owner / Client Contact (Name, Phone, Email)	Contract Value	NTP Date	Substantial Completion Date	LDs Assessed? (Y/N)
1						
2						
3						

Briefly describe the comparable scope of work for each reference listed above (attach additional sheets as needed):

Reference 1:

_____

Reference 2:

_____

Reference 3:

_____

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

Attachment D
Prevailing Wage Determinations

1. Wage-Rate Classification for This Project

This is a public works project subject to California prevailing wage law (Labor Code § 1720 et seq.). Because the Project consists of the rehabilitation and adaptive reuse of three single-story, wood-frame buildings into thirty (30) dwelling units — apartments not exceeding four stories — the residential housing buildings fall within the "residential" definition of California Code of Regulations § 16001(d). The California Department of Industrial Relations (DIR) Residential Prevailing Wage Determinations for Kern County therefore apply to work on the residential buildings.

Two limits apply, per DIR's determinations: (a) the residential rate applies only to the residential portion meeting the § 16001(d) definition — any separate, non-residential or ancillary structure on the site is paid at the general (commercial) rate; and (b) where DIR publishes no residential determination for a given craft, that craft is paid at the general (commercial) determination for Kern County. As a result, this Project will use a mix of residential and general determinations, as set out below.

2. Which Determinations Govern; How to Obtain Them

The prevailing wage determinations in effect on the bid advertisement date govern for the entire life of the resulting contract, subject to any predetermined increases stated in the determinations (Labor Code § 1773.2; CCR § 16204). The rates reproduced in Section 3 are the current snapshot from the determinations issued December 1, 2025 (effective for bids advertised on or after December 11, 2025). DIR reissues determinations on a semi-annual cycle, so CAPK must confirm and attach the determinations actually in effect on this Project's advertisement date before the RFP is issued.

- Residential determinations (index): https://www.dir.ca.gov/oprl/residential/reslist.html
- Kern County residential determination (PDF): https://www.dir.ca.gov/oprl/residential/kern.pdf
- General (commercial) determinations (index): https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm
- Apprentice wage determinations: https://www.dir.ca.gov/OPRL/PWAppWage/PWAppWageStart.asp

3. Kern County Residential Determinations Applicable to This Project

Rates below are the Basic Straight-Time Hourly Rate. The total prevailing wage obligation for each craft is the base rate PLUS the employer payments (health & welfare, pension, vacation/dues, training, and "other") stated in the full determination; contractors must pay the total and must apply any predetermined increases. Determinations issued December 1, 2025 (Kern County).

Craft / Classification	Base $/hr	Determination No.	Expires
Residential Carpenter — Framer & Finisher	41.39	R-23-31-2-2025-1	6/30/2026 *
Insulation Installer	25.35	R-23-31-2-2025-1	6/30/2026 *
Shingler	40.54	R-23-31-2-2025-1	6/30/2026 *

Cabinet Installer	41.10	R-23-31-2-2025-1	6/30/2026 *
Wood Floor Installer	36.55	R-23-31-2-2025-1	6/30/2026 *
Grade Slabber / Subterranean Garage Concrete	40.02	R-23-31-2-2025-1	6/30/2026 *
Residential Carpenter: Fence Builder	41.66	R-23-31-20-2025-1	6/30/2026 *
Residential Drywall Installer / Lather	36.57	R-31-X-41-2025-1A	6/30/2026 *
Residential Laborer	46.00	R-23-102-2-2025-1	6/30/2026 *
Cleanup / Landscaping / Fencing	45.00	R-23-102-2-2025-1	6/30/2026 *
Residential Plaster Tender	46.72	R-102-X-16-2025-1	8/4/2026 *
Plaster Clean-Up Laborer	44.17	R-102-X-16-2025-1	8/4/2026 *
Residential Plasterer	43.18	R-203-X-2-2025-1	7/31/2026 *
Residential Plumber	48.83	R-204-X-6-2025-1	6/30/2026 *
Residential Plumber: Fire Sprinkler Fitter (Bakersfield — W. of Hwy 14)	39.29	R-204-669-1-2025-1A	12/31/2025 **
Residential Sheet Metal Worker	41.18	R-166-108-998-2025-1	6/30/2026 **

** = no predetermined increase; effective until superseded (obtain the new rate from DIR after the expiration date). ** = predetermined increases have been issued and MUST be paid on their effective dates (Sheet Metal: +$2.40 on 7/1/2026, 7/1/2027, 7/1/2028; Fire Sprinkler Fitter: scheduled base/fringe increases beginning 1/1/2026 and 4/1/2026).*

Geographic note: For the Fire Sprinkler Fitter craft, Kern County is split at Highway 14. 901 Union Avenue (Bakersfield) lies WEST of Highway 14, so Determination R-204-669-1-2025-1A applies.

4. Crafts Paid Under the General (Commercial) Determination

DIR has not issued residential determinations for the following crafts, which this Project's scope of work is expected to require. These are paid at the applicable General Prevailing Wage Determination for Kern County (Southern California region). This list is illustrative, not exhaustive; the Contractor is responsible for classifying each scope of work correctly:

- **Electrician** (Inside Wireman) and Sound/Communication & Low-Voltage — electrical upgrades, fire-alarm, security, data, EV-capable stalls, lighting
- **Painter / Drywall Finisher-Taper** — interior and exterior painting and taping
- **Glazier** — high-efficiency windows and doors (Title 24 envelope)
- **Ironworker** (Structural & Reinforcing) — seismic/structural retrofit steel and rebar
- **Operating Engineer** — demolition, grading, site work, and equipment operation
- **Cement Mason** — concrete flatwork and finishing
- **Roofer / Waterproofer** — mechanical-room and office-building roofing (non-shingle) and waterproofing

- **Asbestos / Lead Abatement Worker** — hazardous-materials abatement (a significant scope item; see Attachment F surveys)
- **Teamster / Truck Driver** — hauling and disposal of demolition and abatement debris
- **Tile Setter & Finisher; Floor Coverer** — bathroom/kitchen tile and resilient/carpet flooring

5. Compliance Notes

- Because the Project is 100% State-funded (Proposition 1 / HHAP through HCD Homekey+), only California DIR prevailing wages apply; there is no federal Davis-Bacon overlay.
- Contractor and all subcontractors must be registered with DIR under Labor Code § 1725.5, submit electronic certified payroll, and comply with apprenticeship requirements under Labor Code § 1777.5.
- The total prevailing wage for each craft equals the base hourly rate plus the employer payments (fringe benefits) and any predetermined increases stated in the governing determination, together with travel and subsistence where applicable (Labor Code §§ 1773.1, 1773.9).

Attachment E

Hazardous-Materials Surveys

PILLAR
EHS SOLUTIONS

Asbestos & Lead-Based Paint Inspection Report



901 Union Ave.
Bakersfield, CA 93307

Report prepared by:
Ryan Hester, MS, CIH, CSP
Principal Consultant
Pillar EHS Solutions, Inc.

Report Date: September 6, 2024

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1. SUMMARY

Pillar EHS Solutions, Inc. (Pillar) conducted a survey for asbestos containing materials (ACM) and lead-based paint at 901 Union Ave., Bakersfield, CA 93307. The survey was conducted in preparation for upcoming renovation activity at the subject property. The survey was performed on August 26, 27, and 28, 2024, by Ryan Hester, CIH, CSP, Certified Asbestos Consultant (CAC) No. 11-4835, and Certified Lead Inspector/Risk Assessor No. LRC-00001949.

A total of eighty-seven (87) samples were collected for asbestos analysis. Almost all the samples contained multiple layers of materials, and each layer was analyzed separately by the laboratory. Three (3) samples were not analyzed due to a “positive stop”, because a previous sample in the set had already determined the material to contain asbestos. Several materials at the site were found to contain asbestos including, air cell pipe insulation on piping in the building attics, black mastic over mudded pipe elbows on the exterior of the guest room buildings, pipe elbow mudded insulation inside the mechanical building, roof penetration mastics, gasket material on the boiler, 9” x 9” floor tile and associated mastic in the front office building, and window putty on the front office building windows. One (1) Transite vent pipe has been assumed to contain asbestos.

A total of 862 lead-based paint samples were collected, including instrument calibration readings. Lead-based paint was not uniformly identified throughout the structures, but was identified on some components including some doors, door jambs, baseboards, cabinets, eaves, angle supports, and walls. Furthermore, multiple ceramic tiles were determined to contain lead-based glaze.

2. SCOPE OF WORK

The scope of this project was to survey the four (4) buildings at 901 Union Ave., Bakersfield, CA 93307 for asbestos containing materials and lead-based paint. The survey included three (3) guest room buildings, with a total of thirty-six (36) guest rooms, a storage room, the mechanical rooms, and the front office building. At the time of the assessment, guest rooms 20 and 21 were inaccessible, and room 19 was so severely damaged there was no paint remaining to test for lead content.

3. LABORATORY INFORMATION

The asbestos samples were submitted to Eurofins EPK Built Environment Testing, LLC in Glendale, CA.

- Address: 1010 N. Central Avenue, #390, Glendale, CA 91202
- Phone Number: 866-888-6653
- California Environmental Laboratory Accreditation Program (CA-ELAP) Certificate No. 3065.
- National Voluntary Laboratory Accreditation Program (NVLAP) Code 200945-0.

3.1 LABORATORY ANALYTICAL METHODOLOGY

The asbestos samples were analyzed according to EPA method 600/R-93/116 using Polarized Light Microscopy (PLM) with dispersion staining for identification of bulk material for asbestos down to 1%.

4. SITE DESCRIPTION

According to county records, the subject site is a motel constructed in 1937. There appeared to be four (4) distinct buildings at the site, however county records indicate that there are five (5) buildings. All the buildings are single-story buildings with stucco exterior walls, primarily plaster interior walls, and tile roofing, except for the mechanical rooms and front office patio which have asphalt composition shingle roofs.

Building 1 – For the purposes of this survey Building 1 is the northernmost building which includes guest rooms 1 through 11 and the mechanical rooms. The building is approximately 3,250 ft^2. The guest rooms are all on a raised foundation and the mechanical rooms are on a concrete slab foundation. The guest rooms all have ceramic tile flooring, except for Room 8, which has peel and stick vinyl floor tiles in the bedroom. The tile flooring and ceramic wall tiles in the guest rooms are not uniform. Several types of tiles were identified, including 6” x 6” orange or brown floor tile, updated wood-look 4” x 24” tile, updated 12” x 24” tile, and 12” x 12” tile. Some of the bathroom shower stalls had been updated with newer tiles and some appeared to still have original 4” ceramic tiles. All the windows appear to have been updated, and drywall and joint compound were observed around the windows. Drywall was also observed on the soffit in the guest room kitchens. There are insulated water lines on the exterior north side of the building that are

insulated with fiberglass and felt wrap on the runs and mudded at the elbows and intersections. There are also insulated water lines in the building attic space that are insulated with air-cell wrap. The attic insulation that was accessible in this building is fiberglass.

Building 2 – For the purposes of the survey Building 2 is the west guest building, shaped like an L, and containing guest rooms 12 through 31 and the storage room. The building is approximately 6,000 ft^2. Guest rooms 12-17 are all on a raised foundation and the storage room and guest rooms 18-31 are on a concrete slab foundation. The guest rooms all have ceramic tile flooring. The tile flooring and ceramic wall tiles in the guest rooms are not uniform. Several types of tiles were identified, including 6” x 6” orange or brown floor tile, updated wood-look 4” x 24” tile, updated 12” x 24” tile, and 12” x 12” tile. Some of the bathroom shower stalls had been updated with newer tiles and some appeared to still have original 4” ceramic tiles. All the windows appear to have been updated, and drywall and joint compound were observed around the windows. Drywall was also observed on the soffit in the guest room kitchens. There are insulated water lines on the exterior west and south sides of the building that are insulated with fiberglass and felt wrap on the runs and mudded at the elbows and intersections. There are also insulated water lines in the building attic space that are insulated with air-cell wrap. The attic insulation that was accessible in this building is fiberglass.

Building 3 – For the purposes of the survey Building 3 is the south guest building and contains guest rooms 32 through 37. The building is approximately 1,600 ft^2. This building is on a concrete slab foundation. The guest rooms all have ceramic tile flooring. The tile flooring and ceramic wall tiles in the guest rooms are not uniform. Several types of tiles were identified, including 6” x 6” orange or brown floor tile, updated wood-look 4” x 24” tile, updated 12” x 24” tile, and 12” x 12” tile. Some of the bathroom shower stalls had been updated with newer tiles and some appeared to still have original 4” ceramic tiles. All the windows appear to have been updated, and drywall and joint compound were observed around the windows. There are insulated water lines on the exterior south side of the building that are insulated with fiberglass and felt wrap on the runs and mudded at the elbows and intersections. There are also insulated water lines in the building attic space that are insulated with air-cell wrap. The attic insulation that was accessible in this building is fiberglass.

Front Office Building – The front office building is approximately 2,500 ft^2. The building includes an entry, lobby area, three restrooms, an office, two bedrooms, a kitchen, a living room, and a patio storage area. The exterior of the building has both stucco and wood siding on the walls. Some of the windows are updated aluminum frame windows, but some of the south windows are original metal windows with window putty. The roof is tile with felt underneath. The interior of the building has plaster walls and ceilings, with some drywall in the patio room and the north bathroom (Bathroom 3). The lobby, entry, and office areas have 9” x 9” floor tile with black mastic. There is 12” x 12” ceiling tile with mastic pucks in the lobby area. Flooring in the hallway, bathrooms, and kitchen is ceramic tile. There is carpet in bedroom 2, no flooring in bedroom 1, and no flooring in the living room. There are water pipes in the attic insulated with air cell wrap. The attic is insulated with fiberglass.

5. SAMPLING

All asbestos samples were collected by a DOSH Certified Asbestos Consultant (CAC) following the methods prescribed in 40 CFR § 763.86. All sampling was performed using clean sampling tools, which were decontaminated between samples to ensure no cross contamination. Wet methods, using amended water, and a HEPA vacuum were used to control and clean up and asbestos dust generated by the sampling process.

The lead-based paint inspection was performed according to requirements found in 17 CCR §35039. All samples were collected by a CDPH Certified Lead Inspector.

5.1 ASBESTOS SAMPLE COLLECTION PROCEDURE

The inspector first assessed the subject site for suspect ACMs. Once the suspect ACMs were identified the inspector collected the appropriate number of samples for each homogeneous material according to 40 CFR § 763.86. Each sample was placed into a sealable plastic baggie and given a unique sample number. At the completion of sampling, all the samples were logged onto a chain-of-custody (COC), and the samples and COC were properly packaged and shipped overnight to the laboratory via FedEx.

5.2 ASBESTOS SAMPLE RESULTS

The following table presents all samples collected as part of this assessment and includes the sample location, material, asbestos type and concentration, and the materials condition and friability. The friable or non-friable classification of an ACM presented within this table represents

the material as it existed at the time of the survey. If demolition, renovation, or abatement work practices may damage, crush, crumble, or reduce the material to powder, it is the client's responsibility to ensure that any NESHAP notification submitted for this site accurately categorizes the ACM based on the contractor's work practices.

Table 1 Asbestos Sample Results

Sample No.	Sample Location	Sample Material	Asbestos Type & Percent	Friable	Estimated Quantity
901-01	Guest Room 1 – North wall of bedroom.	Texture	None Detected	N/A	35,000 ft^2
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-02	Guest Room 1 – Kitchen floor.	6x6 Ceramic Tile	None Detected	N/A	425 ft^2
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-03	Guest Room 4 – Kitchen soffit.	Drywall	None Detected	N/A	1,000 ft^2
		Joint Compound	None Detected	N/A	
901-04	Guest Room 4 – Bedroom south wall, at window.	Drywall	None Detected	N/A	w/03
		Joint Compound	None Detected	N/A	
901-05	Guest Room 5 – Bathroom floor.	12x12 Ceramic Tile	None Detected	N/A	400 ft^2
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-06	Guest Room 2 – Bedroom floor.	12x24 Ceramic Tile	None Detected	N/A	2,000 ft^2
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-07	Guest Room 6 – Bedroom, north wall.	Texture	None Detected	N/A	w/01
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-08	Guest Room 6 – Kitchen floor.	6x6 Ceramic Tile	None Detected	N/A	w/02
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-09	Guest Room 6 – Kitchen soffit.	Drywall	None Detected	N/A	w/03
		Joint Compound	None Detected	N/A	
901-10	Guest Room 6 – South wall, window.	Joint Compound	None Detected	N/A	w/03
901-11	Guest Room 7 – Bedroom floor.	Vinyl Floor Tile	None Detected	N/A	110 ft^2
		Mastic	None Detected	N/A	
901-12	Guest Room 7 – Closet floor.	Vinyl Floor Tile	None Detected	N/A	w/11
		Mastic	None Detected	N/A	
901-13	Guest Room 7 – Kitchen floor.	12x12 Ceramic Tile	None Detected	N/A	w/05
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-14	Guest Room 10 – Kitchen, west wall.	Texture	None Detected	N/A	w/01
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-15	Guest Room 11 – Kitchen soffit.	Texture	None Detected	N/A	w/03
		Tape	None Detected	N/A	
		Joint Compound	None Detected	N/A	
		Drywall	None Detected	N/A	

Sample No.	Sample Location	Sample Material	Asbestos Type & Percent	Friable	Estimated Quantity
901-16	Guest Room 11 – Bedroom floor	6x24 Ceramic Tile	None Detected	N/A	2,125 ft^2
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-17	Guest Room 11 – Bathroom shower.	4x4 Ceramic Tile	None Detected	N/A	2,500 ft^2
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-18	Gust Room 8 – Bathroom shower.	4x4 Ceramic Tile	None Detected	N/A	w/17
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-19	Guest Room 15 – Bedroom floor.	6x24 Ceramic Tile	None Detected	N/A	w/16
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-20	Guest Room 12 – Closet wall.	Drywall	None Detected	N/A	w/03
		Joint Compound	None Detected	N/A	
901-21	Guest Room 16 – Bedroom, east wall.	Texture	None Detected	N/A	w/01
		Plaster	None Detected	N/A	
901-22	Guest Room 17 – Bedroom floor.	12x24 Ceramic Tile	None Detected	N/A	w/06
		Grout	None Detected	N/A	
901-23	Exterior – South side of Building 1 at Room 1.	Stucco Finish – White	None Detected	N/A	12,000 ft^2
		Stucco Scratch 1	None Detected	N/A	
		Stucco Finish – Beige	None Detected	N/A	
		Stucco Scratch 2	None Detected	N/A	
901-24	Exterior – South side of Building 1 at Room 3.	Stucco Finish – White	None Detected	N/A	w/24
		Stucco Scratch 1	None Detected	N/A	
		Stucco Finish – Beige	None Detected	N/A	
		Stucco Scratch 2	None Detected	N/A	
901-25	Exterior – South side of Building 1 at Room 11.	Stucco Finish – White	None Detected	N/A	w/24
		Stucco Scratch	None Detected	N/A	
901-26	Exterior – East side of Building 2 between Rooms 18 and 19.	Stucco Finish – White	None Detected	N/A	w/24
		Stucco Scratch 1	None Detected	N/A	
		Stucco Scratch 2	None Detected	N/A	
901-27	Exterior – East side of Building 2 outside Room 23.	Stucco Finish – White	None Detected	N/A	w/24
		Stucco Scratch 1	None Detected	N/A	
		Stucco Finish – Beige	None Detected	N/A	
		Stucco Scratch 2	None Detected	N/A	
901-28	Exterior – East side of Building 2 outside Room 31.	Stucco Finish – White	None Detected	N/A	w/24
		Stucco Scratch 1	None Detected	N/A	
		Stucco Finish – Brown	None Detected	N/A	
		Stucco Scratch 2	None Detected	N/A	

Sample No.	Sample Location	Sample Material	Asbestos Type & Percent	Friable	Estimated Quantity
		Stucco Finish – Beige	None Detected	N/A	
		Stucco Scratch 3	None Detected	N/A	
		Paper	None Detected	N/A	
901-29	Exterior – North side of Building 3 outside Room 37.	Stucco Finish – Brown	None Detected	N/A	w/24
		Stucco Finish – White	None Detected	N/A	
		Stucco Scratch 1	None Detected	N/A	
		Stucco Finish – Beige	None Detected	N/A	
		Stucco Scratch 2	None Detected	N/A	
		Paper	None Detected	N/A	
901-30	Guest Room 18 – Bedroom ceiling.	Texture	None Detected	N/A	w/01
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-31	Guest Room 28 – North wall.	Texture	None Detected	N/A	w/01
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-32	Guest Room 32 – West wall.	Texture	None Detected	N/A	w/01
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-33	Guest Room 28 – Shower Stall.	4x4 Ceramic Tile	None Detected	N/A	w/17
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-34	Guest Room 24 – Shower stall.	4x4 Ceramic Tile	None Detected	N/A	w/33
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-35	Guest Room 22 – East wall.	Drywall	None Detected	N/A	w/03
		Joint Compound	None Detected	N/A	
901-36	Guest Room 28 – North wall.	Drywall	None Detected	N/A	w/03
		Joint Compound	None Detected	N/A	
901-37	Guest Room 36 – North wall.	Drywall	None Detected	N/A	w/03
		Joint Compound	None Detected	N/A	
901-38	Guest Room 24 – Bedroom floor.	4x24 Ceramic Tile	None Detected	N/A	2,125 ft^2
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-39	Guest Room 30 – Bedroom floor.	4x24 Ceramic Tile	None Detected	N/A	w/38
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-40	**Guest Room 19 – Attic, water line.**	**Air Cell Pipe Insulation**	**55% Chrysotile**	**Yes**	**1000 linear feet**
901-41	**Guest Room 19 – Attic, water line.**	**Air Cell Pipe Insulation**	**Positive Stop**	**Yes**	**w/40**
901-42	**Guest Room 31 – Attic, water line.**	**Air Cell Pipe Insulation**	**Positive Stop**	**Yes**	**w/40**
901-43	Exterior – South side of Building 2, at Room 31, water lines.	Felt Wrap	None Detected	N/A	1000 linear feet
		Silver Paint	None Detected	N/A	

Sample No.	Sample Location	Sample Material	Asbestos Type & Percent	Friable	Estimated Quantity
901-44	Exterior – South side of Building 2, at Room 31, water lines.	Mudded Elbow	None Detected	N/A	60 elbows
901-45	Exterior – South side of Building 2, at Room 27, water lines.	Felt Wrap	None Detected	N/A	w/43
		Silver Paint	None Detected	N/A	
901-46	**Exterior – South side of Building 2, at Room 27.**	**Black Mastic**	**2% Chrysotile**	**No**	**60 elbows**
		Mudded Elbow	None Detected	N/A	
901-47	**Exterior – South side of Building 3, at Room 37.**	**Black Mastic**	**Positive Stop**	**No**	**w/46**
		Mudded Elbow	None Detected	N/A	
901-48	Roof – Above Room 27	Red Roof Tile	None Detected	N/A	10,850 ft^2
		Felt	None Detected	N/A	
901-49	Roof – Above the storage room.	Red Roof Tile	None Detected	N/A	w/48
		Felt	None Detected	N/A	
901-50	Roof – Above Room 7	Red Roof Tile	None Detected	N/A	w/48
		Felt	None Detected	N/A	
901-51	**Mechanical Room 2 – 2" pipe elbow south of the boiler.**	Black Wrap	None Detected	N/A	150 linear feet
		Mudded Elbow – Off white	**15% Chrysotile**	**Yes**	**23 elbows**
		Mudded Elbow - Gray	None Detected	N/A	
901-52	**Mechanical Room 3 – 2" pipe elbow above the green pump.**	Black Wrap	None Detected	N/A	150 linear feet
		Mudded Elbow – Off white	**15% Chrysotile**	**Yes**	**w/51**
		Mudded Elbow - Gray	None Detected	N/A	
901-53	**Mechanical Room 1 – 2" pipe elbow.**	**Mudded Elbow – Off white**	**15% Chrysotile**	**Yes**	**w/51**
		Mudded Elbow - Gray	None Detected	N/A	
901-54	**Mechanical Building Roof – North edge near center.**	Shingle	None Detected	N/A	720 ft^2
		Felt	None Detected	N/A	
		Mastic	**4% Chrysotile**	**No**	**2 ft^2**
901-55	**Mechanical Building Roof – Northwest corner.**	Shingle	None Detected	N/A	w/54
		Felt	None Detected	N/A	
		Mastic	**4% Chrysotile**	**No**	**w/54**
901-56	Building 1 – Roof Spine	Tile Mortar - Red	None Detected	N/A	450 ft^2
		Tile Mortar - Gray	None Detected	N/A	
901-57	Building 1 – Roof Spine	Tile Mortar - Red	None Detected	N/A	w/56
		Tile Mortar - Gray	None Detected	N/A	
901-58	**Mechanical Room 2 – 3" flange gasket on top of boiler.**	**Gray Gasket**	**15% Chrysotile**	**No**	**0.25 ft^2**
901-59	Mechanical Room 2 – Boiler, internal refractory, west side.	Refractory Insulation	None Detected	N/A	30 ft^2
901-60	Mechanical Room 2 – Boiler, internal refractory, door.	Refractory Insulation	None Detected	N/A	w/59

Sample No.	Sample Location	Sample Material	Asbestos Type & Percent	Friable	Estimated Quantity
901-61	Mechanical Room 2 – Boiler, internal refractory, east side.	Refractory Insulation	None Detected	N/A	w/59
901-62	**Front Office Building – Lobby floor.**	**9x9 Floor Tile**	**3% Chrysotile**	**No**	**550 ft²**
		Black Mastic	**2% Chrysotile**	**No**	
901-63	**Front Office Building – Office floor.**	**9x9 Floor Tile**	**3% Chrysotile**	**No**	**w/62**
		Black Mastic	**2% Chrysotile**	**No**	
901-64	Front Office Building – Office, east wall.	Brown Cove Base	None Detected	N/A	14 ft²
901-65	Front Office Building – Office, west wall.	Brown Cove Base	None Detected	N/A	w/64
901-66	Front Office Building – Hallway floor.	Ceramic Tile	None Detected	N/A	300 ft²
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-67	Front Office Building – Hallway floor.	Ceramic Tile	None Detected	N/A	w/66
		Grout	None Detected	N/A	
		Thinset	None Detected	N/A	
901-68	Front Office Building – Hallway, north wall.	Texture	None Detected	N/A	4,100 ft²
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-69	Front Office Building – Living Room, east wall.	Texture	None Detected	N/A	w/68
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-70	Front Office Building – Bedroom 2, east wall.	Texture	None Detected	N/A	w/68
		Plaster	None Detected	N/A	
		Button Board	None Detected	N/A	
901-71	Front Office Building – Office, west wall.	Texture	None Detected	N/A	w/68
		Plaster	None Detected	N/A	
901-72	Front Office Building – Bedroom 1, west wall.	Texture	None Detected	N/A	w/68
		Plaster	None Detected	N/A	
901-73	Front Office Building – Bathroom 3, south wall.	Drywall	None Detected	N/A	
		Joint Compound	None Detected	N/A	
901-74	Front Office Building – Patio, south wall.	Drywall	None Detected	N/A	w/73
		Joint Compound	None Detected	N/A	
901-75	Front Office Building – Patio, ceiling.	Joint Compound	None Detected	N/A	w/73
901-76	Front Office Building – Lobby ceiling.	12x12 Ceiling Tile	None Detected	N/A	350 ft²
		Mastic	None Detected	N/A	
901-77	Front Office Building – Lobby ceiling.	12x12 Ceiling Tile	None Detected	N/A	w/76
		Mastic	None Detected	N/A	
901-78	**Front Office Building – Attic**	**Air Cell Insulation**	**65% Chrysotile**	**Yes**	**w/40**
		Cloth wrap	None Detected	N/A	
901-79	Front Office Building – Bedroom 1 window.	Window Putty	None Detected	No	7.5 ft²
901-80	**Front Office Building – Office window.**	**Window Putty**	**<1% Chrysotile**	**No**	**w/79**
901-81	Front Office Building – Exterior, south wall.	Beige Stucco Finish Coat	None Detected	N/A	320 ft²
		Scratch Coat	None Detected	N/A	

Sample No.	Sample Location	Sample Material	Asbestos Type & Percent	Friable	Estimated Quantity
901-82	Front Office Building – Exterior, south wall.	Beige Stucco Finish Coat	None Detected	N/A	w/81
		Scratch Coat	None Detected	N/A	
		Paper	None Detected	N/A	
901-83	Front Office Building – Exterior, west side.	Beige Stucco Finish Coat	None Detected	N/A	w/81
		Scratch Coat	None Detected	N/A	
		Paper	None Detected	N/A	
901-84	**Front Office Building – Roof, south side.**	Roof Tile	None Detected	N/A	**3 ft²**
		Mastic	**4% Chrysotile**	**No**	
		Felt	None Detected	N/A	
901-85	**Front Office Building – Roof, west side.**	Roof Tile	None Detected	N/A	**w/84**
		Mastic	**4% Chrysotile**	**No**	
		Felt	None Detected	N/A	
901-86	Front Office Building – Patio roof, near northwest corner.	Shingle 1	None Detected	N/A	2,800 ft²
		Felt	None Detected	N/A	
		Shingle 2	None Detected	N/A	
901-87	Front Office Building – Patio roof, northeast corner.	Shingle 1	None Detected	N/A	w/87
		Felt	None Detected	N/A	
		Shingle 2	None Detected	N/A	
		Felt 2	None Detected	N/A	
Assumed	**Front Office Building – Vent pipe from water heater closet through roof.**	**Transite Pipe – 4" diameter**	**Assumed to contain more than 1% asbestos.**	**No**	**5 linear feet**

Red text indicates sample contain asbestos.

5.3 Lead-Based Paint Sample Collection Procedure

The survey for lead-based paint is conducted by first identifying each room equivalent. A room equivalent is an identifiable part of a building, such as a room, hallway, foyer, or exterior. After each room equivalent is identified and numbered the inspector, using the XRF Paint Analyzer, analyzes the surface coating for each unique testing combination. A testing combination is made up of the room equivalent, component type, and substrate. The sample location, testing combination, paint color, sample results and other relevant information is stored in the XRF Paint Analyzer's internal memory and downloaded to an Excel spread sheet at the completion of the survey. The lead-based paint survey was completed using a Viken Pb200e XRF Gun, Serial Number 3337.

5.4 Lead Paint Sample Results

The following table presents all positive samples collected as part of this assessment and includes the sample number, room equivalent, component, substrate, paint color, lead concentration, and

paint condition. For this assessment, side A is the east side of the site. All lead-based paint sample are reported in Appendices.

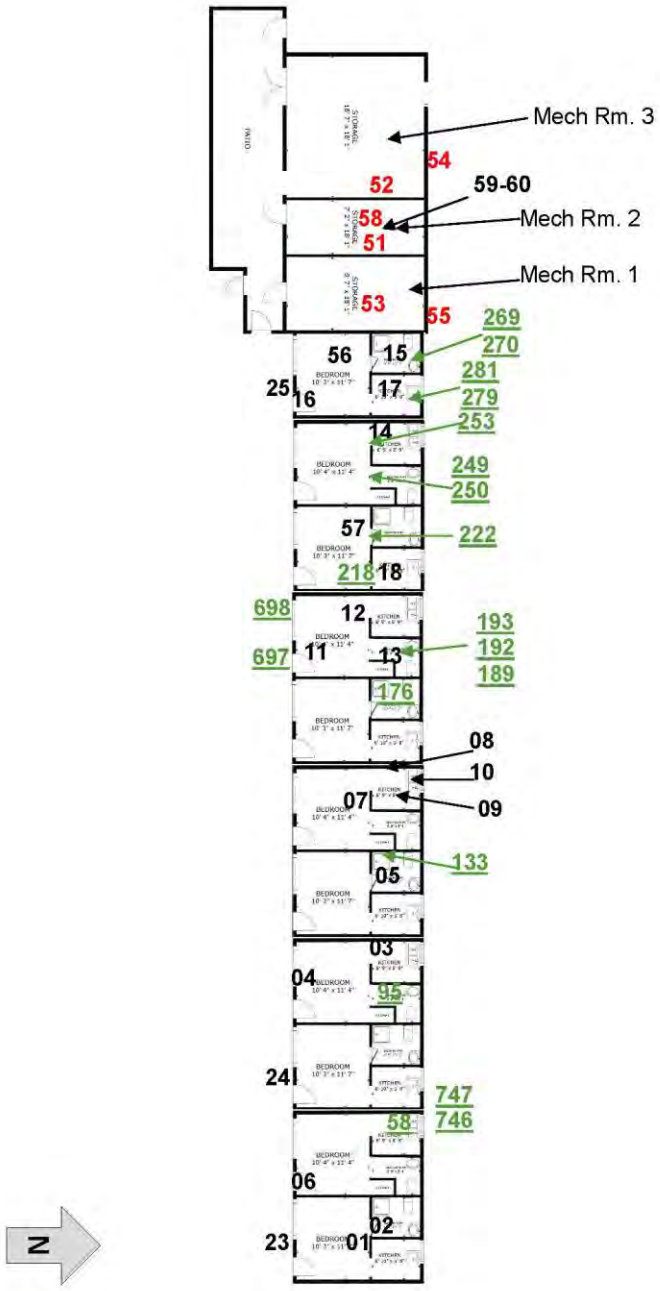
Table 2 Positive Lead-Based Paint Samples

Reading	Area	Sub-Area	Side	Component	Substrate	Color	Condition	Conc. (mg/cm^2)	Result
58	Room 2	Kitchen	D	Countertop	Tile	White	Good	6.9	Positive
95	Room 4	Bathroom	A	Shower Stall	Tile	Multi-Colored	Good	21.5	Positive
133	Room 5	Bathroom	C	Shower Stall	Tile	Multi-Colored	Good	42	Positive
176	Room 7	Bathroom	C	Shower Stall	Tile	Multi-Colored	Good	19.1	Positive
189	Room 8	Bathroom	B	Door	Wood	Blue (Light)	Fair	1	Positive
192	Room 8	Bathroom	A	Shower Stall	Tile	Multi-Colored	Good	22.4	Positive
193	Room 8	Bathroom	C	Baseboard	Tile	Multi-Colored	Good	16.2	Positive
218	Room 9	Kitchen	B	Door Jamb	Wood	White	Good	2.5	Positive
222	Room 9	Bathroom	B	Door Jamb	Wood	White	Good	1.7	Positive
249	Room 10	Bathroom	B	Door	Wood	White	Fair	1.5	Positive
250	Room 10	Bathroom	B	Door Jamb	Wood	White	Fair	4.1	Positive
253	Room 10	Kitchen	B	Door Jamb	Wood	White	Fair	2.1	Positive
269	Room 11	Bathroom	A	Shower Stall	Tile	Multi-Colored	Good	43	Positive
270	Room 11	Bathroom	C	Baseboard	Tile	Multi-Colored	Good	48	Positive
279	Room 11	Kitchen	D	Wall	Plaster	Pink	Fair	2.5	Positive
281	Room 11	Kitchen	B	Door Jamb	Wood	White	Fair	1.5	Positive
325	Room 14	Bathroom	B	Wall	Tile	Beige	Good	6	Positive
331	Room 14	Kitchen	A	Wall	Tile	Beige	Good	7.1	Positive
355	Room 15	Bathroom	B	Wall	Tile	Beige	Good	5.5	Positive
357	Room 15	Bathroom	Floor	Floor	Tile	Orange	Good	5.6	Positive
371	Room 16	Bathroom	B	Wall	Tile	Beige	Good	7.2	Positive
384	Room 16	Kitchen	D	Cabinet - Base	Wood	White	Fair	1.5	Positive
419	Room 18	Bedroom	A	Baseboard	Wood	White	Fair	1.4	Positive
422	Room 18	Bathroom	D	Shower Stall	Tile	Beige	Fair	5.6	Positive
457	Room 23	Bathroom	B	Shower Stall	Tile	Beige	Good	6.7	Positive
472	Room 24	Bathroom	D	Shower Stall	Tile	Black	Poor	6	Positive
475	Room 24	Bathroom	A	Door Jamb	Wood	Black	Poor	1	Positive
486	Room 25	Bathroom	B	Shower Stall	Tile	Beige	Good	5.5	Positive
497	Room 26	Bedroom	B	Cabinet Drawer	Wood	White	Fair	1.4	Positive
502	Room 26	Bathroom	C	Shower Stall	Tile	Beige	Good	6	Positive
515	Room 27	Bathroom	A	Shower Stall	Tile	Beige	Poor	6	Positive
526	Room 28	Bathroom	C	Shower Stall	Tile	Tan	Good	6.4	Positive
542	Room 29	Bathroom	A	Shower Stall	Tile	Beige	Good	5.2	Positive

Reading	Area	Sub-Area	Side	Component	Substrate	Color	Condition	Conc. (mg/cm^2)	Result
558	Room 30	Bathroom	Floor	Floor	Tile	Beige	Good	5.3	Positive
559	Room 30	Bathroom	C	Shower Stall	Tile	Beige	Good	6.1	Positive
600	Room 32	Bathroom	D	Baseboard	Tile	Beige	Good	8	Positive
615	Room 33	Bathroom	D	Door	Wood	White	Fair	1	Positive
629	Room 34	Bathroom	C	Shower Stall	Tile	Beige	Good	6.1	Positive
645	Room 35	Bathroom	A	Shower Stall	Tile	Beige	Good	5.6	Positive
660	Room 36	Bathroom	C	Shower Stall	Tile	Beige	Good	4.6	Positive
674	Room 37	Bathroom	A	Shower Stall	Tile	Beige	Good	5.8	Positive
697	Building 1	Exterior	B	Angle Supports	Wood	Red	Fair	1	Positive
698	Building 1	Exterior	B	Eaves	Wood	Red	Fair	1.2	Positive
746	Building 1	Exterior	D	Door	Wood	Beige	Poor	6.6	Positive
747	Building 1	Exterior	D	Door Jamb	Wood	Beige	Poor	1.4	Positive
775	Office Bldg	Bathroom 1	Floor	Floor	Tile	Brown	Good	5.4	Positive
797	Office Bldg	Bathroom 2	A	Countertop	Tile	White	Good	22.3	Positive
798	Office Bldg	Bathroom 2	A	Sink	Ceramic	White	Good	6.5	Positive
818	Office Bldg	Kitchen	C	Countertop	Tile	Beige	Good	7.4	Positive
835	Office Bldg	Patio	B	Door Casing	Wood	White	Fair	1.1	Positive
836	Office Bldg	Patio	D	Sink	Ceramic	White	Good	25.2	Positive
845	Office Bldg	Bedroom 2	B	Door Jamb	Wood	Beige	Good	1	Positive

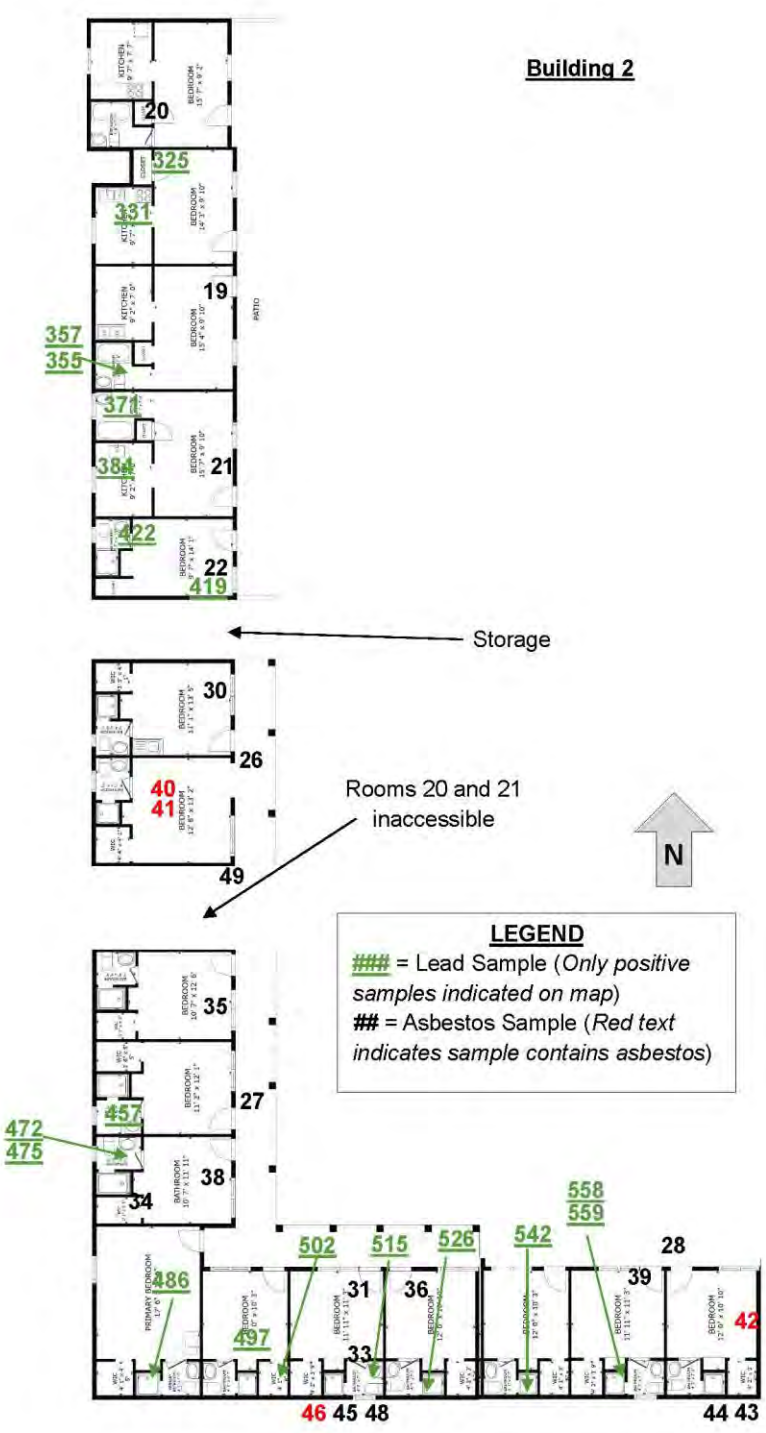
6. SAMPLE LOCATION MAPS

Building 1

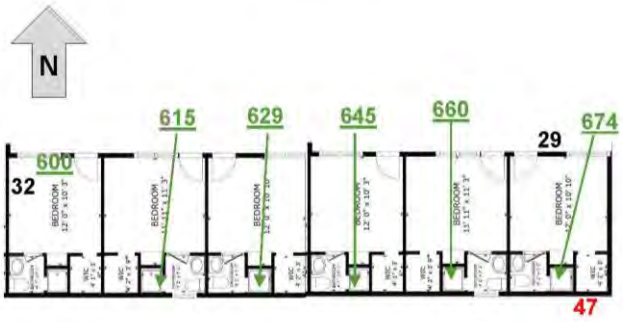


LEGEND

= Lead Sample (*Only positive samples indicated on map*)
= Asbestos Sample (*Red text indicates sample contains asbestos*)

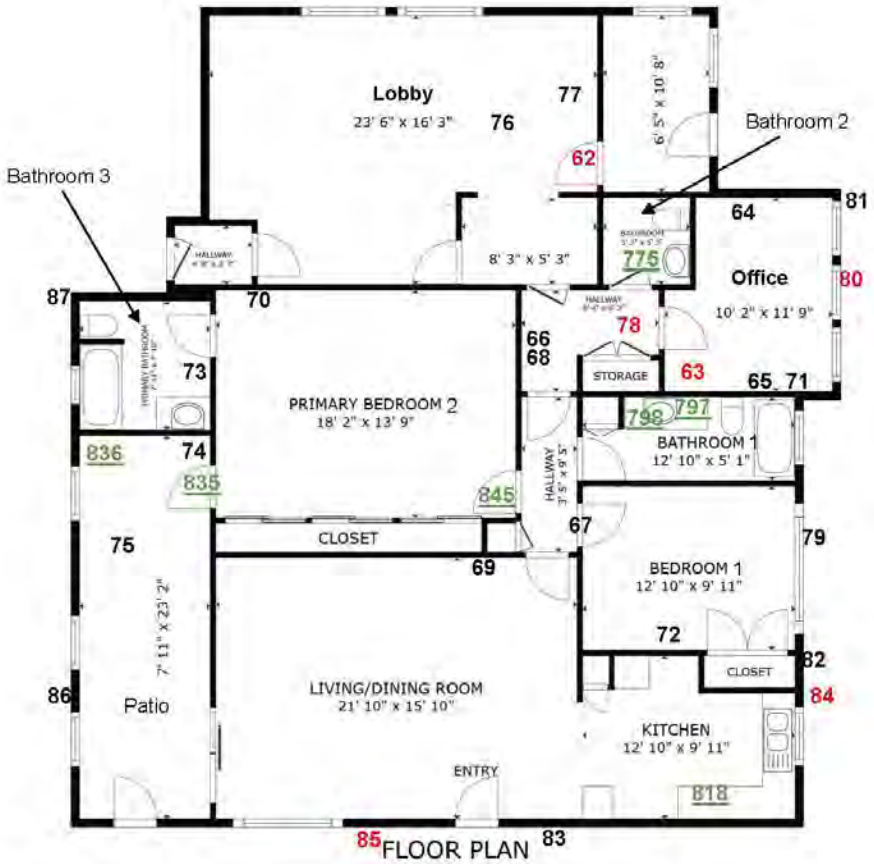

Building 2
20
325
331
19
357
355
371
384
21
422
22
419
Storage
30
26
40
41
49
Rooms 20 and 21
inaccessible
N
LEGEND
= Lead Sample (Only positive samples indicated on map)
= Asbestos Sample (Red text indicates sample contains asbestos)
35
27
457
472
475
38
34
502
515
526
542
558
559
28
39
42
31
36
33
486
497
46 45 48
44 43

Building 3



LEGEND
= Lead Sample (*Only positive samples indicated on map*)
= Asbestos Sample (*Red text indicates sample contains asbestos*)

Front Office Building



LEGEND
= Lead Sample (*Only positive samples indicated on map*)
= Asbestos Sample (*Red text indicates sample contains asbestos*)

N

7. CONCLUSIONS

Based on the visual assessment of materials and the laboratory analysis, the following ACMs have been identified at the subject site:

- The air cell pipe insulation on the water lines in the attic space of all four buildings.
- The black mastic with silver paint on the mudded elbow on the water lines on the exterior of the guest room buildings.
- The 2" pipe mudded elbows in the mechanical rooms in Building 1.
- Black roof penetration mastics on the roof of the mechanical rooms and on the roof of the front office building.
- The gray gasket material in the flange on top of the boiler in mechanical room 2.
- The 9" x 9" floor tile and associated black mastic in the office and lobby areas of the front office building.
- The transite vent pipe above the water heater closet in the front office building is assumed to contain more than 1% asbestos.
- The window putty on the south windows of the front office building has been determined to contain less than 1% asbestos.

Materials containing less than 1% asbestos should be verified by point-count method. In lieu, of point count analysis Pillar EHS Solutions, Inc. recommends that the material is handled as asbestos containing material (containing >1% asbestos).

Based on the visual assessment of materials and the XRF data, lead-based paint has been identified at the subject site on various doors, door jambs, cabinets, eaves, angled support beams, and one wall. Ceramic tiles with lead-based glaze were identified in multiple guest rooms and in the front office building. *See Table 2 for a list of all components containing more than 1 mg/cm$^{2.}$*

8. RECOMMENDATIONS

8.1 ASBESTOS RECOMMENDATIONS

Performing demolition or renovation activities where asbestos is present could release asbestos fibers into the environment and expose workers and/or building occupants to potential health risk. If work activity requires disturbance of asbestos containing materials, then the affected materials should be handled and removed by qualified individuals using appropriate work practices consistent with 8 CCR §1529.

Contractors disturbing materials that contain any amount of asbestos are subject to 8 CCR §1529, including at a minimum: exposure monitoring, use of HEPA equipped vacuum cleaners, wet methods, and prompt clean up, and proper labeling of waste containers. Additionally, depending on employee exposure levels, asbestos concentrations in the material, and Cal/OSHA work classifications, required work practices may include regulated areas, additional engineering controls, respiratory protection, protective clothing, supervision by a competent person, hazard communications, training, and notification. Additionally, any contractor that disturbs more than 100 square feet of asbestos containing construction materials (ACCM) shall be registered with the Division of Occupational Safety and Health. Consult with the proper state, county, and local departments and secure all appropriate permits before disturbing any asbestos.

According to the EPA's National Emissions Standard for Hazardous Air Pollutants (NESHAP), all Regulated Asbestos Containing Material (RACM) shall be removed prior to any demolition or renovation activity that would break up, dislodge, or similarly disturb asbestos containing materials. Additionally, proper notifications shall be made to the local air quality management or air pollution control district prior to the start of work.

If previously unidentified suspect ACMs are encountered during work activity, construction personnel/contractors should be instructed to immediately cease work activities that may initiate a fiber release episode until the material can be assessed and a determination of asbestos content is made.

8.2 Lead-Based Paint Recommendations

All identified lead-based paint should be kept in good condition by regularly inspecting the paint and repainting as needed to prevent flaking, peeling, excessive chalking, or other forms of deterioration. Friction and/or impact surfaces, such as doors, door frames, and windows, should have lead-based paint removed or the component should be replaced to prevent future lead hazards from developing. Any work impacting the identified lead-based paint should be performed where applicable, in accordance with:

- California Department of Public Health Title 17, California Code of Regulations, Division 1, Chapter 8
- EPA Renovation, Repair, and Painting Program, and
- All other applicable federal, state, and local laws.

Lead-based paint is a term used for categorizing paint in public or residential buildings and is defined in by the State of California as paint containing 1.0 mg/cm^2 of lead or more. Paint may contain lead at concentrations that are not considered “lead-based paint”. The provisions set forth in CCR Title 8, Cal/OSHA Construction Safety Orders Lead Section 1532.1, should be followed during construction, alteration, or repair, of equipment or components coated with paint containing any amount of lead. Section (d)(4) of the regulation stipulates that objective data which demonstrate that lead surface coatings are under 600 ppm by weight can be used in lieu of initial exposure monitoring only if work practices do not include the use of the “trigger tasks” highlighted in Section (d)(2). Performing tasks such as manual scraping or demolition, cutting and torch burning may require the use of qualified, trained personnel. Additional safety precautions may include medical surveillance, respiratory protection, and exposure assessments based on work practices.

9. LIMITATIONS

Pillar EHS Solutions, Inc. (Pillar) considers the findings and conclusions provided in this report are reasonable. The professional opinions and recommendations provided herein have been made in accordance with generally accepted principles and practices as applied by similar professionals in the community at the time preparation. Pillar does not accept responsibility for any changes in the state of the art or in applicable regulations.

The information reported herein is considered sufficient in detail and scope to determine the presence, condition, and hazard potential of accessible and/or exposed asbestos-containing materials. The results are limited to the samples taken and the locations sampled.

There is a possibility that conditions may exist which could not be identified within the scope of the survey or were not apparent during the site visit. This survey covered only those areas that were included in the scope and/or physically accessible to the inspector at the time of the survey. Suspect materials not identified or sampled during the survey may be hazardous and should be treated as asbestos containing, until sampled and analyzed. The survey is also limited to the information available from the client at the time it was conducted. No other warranties are implied or expressed.

10. SIGNATURES

The survey was conducted, and report prepared by:

Ryan Hester, MS, CIH, CSP
Certified Asbestos Consultant No. 11-4835
Lead Inspector/Risk Assessor No. LRC-00001949
Principal Consultant
Pillar EHS Solutions, Inc.









11. APPENDICES

11.1 ASBESTOS LABORATORY RESULTS

eurofins | Built Environment Testing

PILLAR EHS SOLUTIONS

Report for:

Ryan Hester, MS, CIH, CSP
Pillar EHS Solutions
9003 Del Palma Dr
Bakersfield, CA 93314

Regarding: Eurofins EPK Built Environment Testing, LLC
Project: 901 Union Ave., Bakersfield, CA; Asbestos Survey
EML ID: 3763570

Approved by:

Approved Signatory
Roshanak Kalantari

Dates of Analysis:
Asbestos PLM: 09-04-2024

Service SOPs: Asbestos PLM (EPA 40CFR App E to Sub E of Part 763 & EPA METHOD 600/R-93-116, SOP EM-AS-S-1267)
NVLAP Lab Code 200945-0

All samples were received in acceptable condition unless noted in the Report Comments portion in the body of the report. The results relate only to the samples as received and tested. The results include an inherent uncertainty of measurement associated with estimating percentages by polarized light microscopy. Measurement uncertainty data for sample results with >1% asbestos concentration can be provided when requested.

Eurofins EPK Built Environment Testing, LLC ("the Company"), a member of the Eurofins Built Environment Testing group of companies, shall have no liability to the client or the client's customer with respect to decisions or recommendations made, actions taken or courses of conduct implemented by either the client or the client's customer as a result of or based upon the Test Results. In no event shall the Company be liable to the client with respect to the Test Results except for the Company's own willful misconduct or gross negligence nor shall the Company be liable for incidental or consequential damages or lost profits or revenues to the fullest extent such liability may be disclaimed by law, even if the Company has been advised of the possibility of such damages, lost profits or lost revenues. In no event shall the Company's liability with respect to the Test Results exceed the amount paid to the Company by the client therefor.

Eurofins EPK Built Environment Testing, LLC — EMLab ID: 3763570, Page 1 of 27

Eurofins EPK Built Environment Testing, LLC
1010 N Central Avenue, Suite 460, Glendale, CA 91202
(833) 465-5857 www.eurofinsus.com/Built

Client: Pillar EHS Solutions
C/O: Ryan Hester, MS, CIH, CSP
Re: 901 Union Ave., Bakersfield, CA; Asbestos Survey

Date of Receipt: 08-29-2024
Date of Report: 09-04-2024

ASBESTOS PLM REPORT

Total Samples Submitted:	87
Total Samples Analyzed:	84
Total Samples with Layer Asbestos Content > 1%:	12

Location: 901-01, Texture/plaster/button brd Lab ID-Version‡: 18548913-1

Sample Layers	Asbestos Content
Light Green Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-02, Tile/grout/thinset Lab ID-Version‡: 18548914-1

Sample Layers	Asbestos Content
Brown Tile	ND
Dark Gray Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-03, Drywall/joint compound Lab ID-Version‡: 18548915-1

Sample Layers	Asbestos Content
White Non-Fibrous Material	ND
White Joint Compound (Trace)	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

The test report shall not be reproduced except in full, without written approval of the laboratory. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the federal government. The Company reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified.

All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EPK Built Environment Testing, LLC
1010 N Central Avenue, Suite 460, Glendale, CA 91202
(833) 465-5857 www.eurofinsus.com/Built

Client: Pillar EHS Solutions
C/O: Ryan Hester, MS, CIH, CSP
Re: 901 Union Ave., Bakersfield, CA; Asbestos Survey

Date of Receipt: 08-29-2024
Date of Report: 09-04-2024

ASBESTOS PLM REPORT

Location: 901-04, Joint compound

Lab ID-Version‡: 18548916-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	5% Cellulose
Sample Composite Homogeneity:	Moderate

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All components not quantified as asbestos content and non-asbestos content are considered to be non-fibrous matrix components. Matrix components may include, but are not limited to, gypsum, paint, silicate minerals, vinyl, binder, calcium carbonate, tar, and foam.

Inhomogeneous samples are separated into homogeneous subsamples and analyzed individually. ND means no fibers were detected. When detected, the minimum detection and reporting limit is less than 1% unless point counting is performed. Floor tile samples may contain large amounts of interference material and it is recommended that the sample be analyzed by gravimetric point count analysis to lower the detection limit and to aid in asbestos identification.
‡ A "Version" indicated by -"x" after the Lab ID# with a value greater than 1 indicates a sample with amended data. The revision number is reflected by the value of "x".

Eurofins EPK Built Environment Testing, LLC
1010 N Central Avenue, Suite 460, Glendale, CA 91202
(833) 465-5857 www.eurofinsus.com/Built

Client: Pillar EHS Solutions
C/O: Ryan Hester, MS, CIH, CSP
Re: 901 Union Ave., Bakersfield, CA; Asbestos Survey

Date of Receipt: 08-29-2024
Date of Report: 09-04-2024

ASBESTOS PLM REPORT

Location: 901-05, Tile/thinset/grout

Lab ID-Version‡: 18548917-1

Sample Layers	Asbestos Content
Brown Tile	ND
Dark Brown Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-06, Tile/thinset/grout

Lab ID-Version‡: 18548918-1

Sample Layers	Asbestos Content
Gray Tile	ND
Gray Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-07, Texture/plaster/button brd

Lab ID-Version‡: 18548919-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-08, Tile/grout/thinset

Lab ID-Version‡: 18548920-1

Sample Layers	Asbestos Content
Tan Tile	ND
Brown Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

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Eurofins EPK Built Environment Testing, LLC
1010 N Central Avenue, Suite 460, Glendale, CA 91202
(833) 465-5857 www.eurofinsus.com/Built

Client: Pillar EHS Solutions
C/O: Ryan Hester, MS, CIH, CSP
Re: 901 Union Ave., Bakersfield, CA; Asbestos Survey

Date of Receipt: 08-29-2024
Date of Report: 09-04-2024

ASBESTOS PLM REPORT

Location: 901-09, Drywall/joint comp Lab ID-Version‡: 18548921-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-10, Joint comp Lab ID-Version‡: 18548922-1

Sample Layers	Asbestos Content
White Joint Compound	ND
Composite Non-Asbestos Content:	2% Cellulose
Sample Composite Homogeneity:	Good

Location: 901-11, Vinyl floor tile Lab ID-Version‡: 18548923-1

Sample Layers	Asbestos Content
Brown Floor Tile	ND
Black Mastic	ND
Sample Composite Homogeneity:	Moderate

Location: 901-12, VFT Lab ID-Version‡: 18548924-1

Sample Layers	Asbestos Content
Brown Floor Tile	ND
Transparent Mastic	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-13, Tile/grout/thinset

Lab ID-Version‡: 18548925-1

Sample Layers	Asbestos Content
Tan Tile	ND
Dark Brown Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-14, Texture/plaster/button brd

Lab ID-Version‡: 18548926-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-15, Drywall/joint comp

Lab ID-Version‡: 18548927-1

Sample Layers	Asbestos Content
White Compound	ND
Cream Tape	ND
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	15% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-16, Tile/grout/thinset

Lab ID-Version‡: 18548928-1

Sample Layers	Asbestos Content
Black Tile	ND
Black Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-17, Tile/grout/thinset Lab ID-Version‡: 18548929-1

Sample Layers	Asbestos Content
Gray Tile	ND
White Grout	ND
Gray Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-18, Tile/grout/thinset Lab ID-Version‡: 18548930-1

Sample Layers	Asbestos Content
Orange Tile	ND
White Grout	ND
Gray Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-19, Tile/grout/thinset Lab ID-Version‡: 18548931-1

Sample Layers	Asbestos Content
Black Tile	ND
Black Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-20, Drywall/joint comp Lab ID-Version‡: 18548932-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-21, Texture/plaster Lab ID-Version‡: 18548933-1

Sample Layers	Asbestos Content
Off-White Texture	ND
Light Gray Plaster	ND
Sample Composite Homogeneity:	Moderate

Location: 901-22, Tile/grout Lab ID-Version‡: 18548934-1

Sample Layers	Asbestos Content
Black Tile	ND
Black Grout	ND
Sample Composite Homogeneity:	Moderate

Location: 901-23, Stucco (multiple layers) Lab ID-Version‡: 18548935-1

Sample Layers	Asbestos Content
White Stucco	ND
Gray Cementitious Material	ND
Beige Stucco	ND
Dark Gray Cementitious Material	ND
Sample Composite Homogeneity:	Moderate

Location: 901-24, Stucco (multiple layers) Lab ID-Version‡: 18548936-1

Sample Layers	Asbestos Content
White Stucco	ND
Gray Cementitious Material	ND
Beige Stucco	ND
Light Gray Cementitious Material	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-25, Stucco (multiple layers)

Lab ID-Version‡: 18548937-1

Sample Layers	Asbestos Content
White Stucco	ND
Gray Cementitious Material	ND
Sample Composite Homogeneity:	Moderate

Location: 901-26, Stucco (multiple layers)

Lab ID-Version‡: 18548938-1

Sample Layers	Asbestos Content
White Stucco	ND
Gray Cementitious Material	ND
Brown Cementitious Material	ND
Sample Composite Homogeneity:	Moderate

Location: 901-27, Stucco (multiple layers)

Lab ID-Version‡: 18548939-1

Sample Layers	Asbestos Content
White Stucco	ND
Light Gray Cementitious Material	ND
Beige Stucco	ND
Gray Cementitious Material	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-28, Stucco (multiple layers) w/paper

Lab ID-Version‡: 18548940-1

Sample Layers	Asbestos Content
White Stucco	ND
Gray Cementitious Material 1	ND
Brown Stucco	ND
Gray Cementitious Material 2	ND
Beige Stucco	ND
Gray Cementitious Material 3	ND
Dark Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

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ASBESTOS PLM REPORT

Location: 901-29, Stucco (multiple layers) w/paper

Lab ID-Version‡: 18548941-1

Sample Layers	Asbestos Content
Brown Stucco	ND
White Stucco	ND
Gray Cementitious Material 1	ND
Beige Stucco	ND
Gray Cementitious Material 2	ND
Dark Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Poor

Location: 901-30, Texture/plaster/button brd

Lab ID-Version‡: 18548942-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-31, Texture/plaster/button brd

Lab ID-Version‡: 18548943-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-32, Texture/plaster/button brd

Lab ID-Version‡: 18548944-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-33, Tile/grout/thinset

Lab ID-Version‡: 18548945-1

Sample Layers	Asbestos Content
Beige Ceramic Tile	ND
White Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-34, Tile/grout/thinset

Lab ID-Version‡: 18548946-1

Sample Layers	Asbestos Content
Black Ceramic Tile	ND
White Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-35, Drywall/joint comp

Lab ID-Version‡: 18548947-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-36, Drywall/joint comp

Lab ID-Version‡: 18548948-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-37, Drywall/joint comp Lab ID-Version‡: 18548949-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-38, Tile/grout/thinset Lab ID-Version‡: 18548950-1

Sample Layers	Asbestos Content
Brown Tile	ND
Brown Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-39, Tile/grout/thinset Lab ID-Version‡: 18548951-1

Sample Layers	Asbestos Content
Brown Tile	ND
Dark Brown Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-40, Air cell pipe wrap positive stop Lab ID-Version‡: 18548952-1

Sample Layers	Asbestos Content
Black Wrap	55% Chrysotile
Sample Composite Homogeneity:	Good

Comments: Samples 901-41 and 901-42 were not analyzed due to prior positive series.

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ASBESTOS PLM REPORT

Location: 901-43, Pipe wrap/silver paint positive stop Lab ID-Version‡: 18548955-1

Sample Layers	Asbestos Content
Silver Paint	ND
Dark Brown Wrap	ND
Composite Non-Asbestos Content:	45% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-44, Mudded elbow positive stop Lab ID-Version‡: 18548956-1

Sample Layers	Asbestos Content
Gray Insulation	ND
Composite Non-Asbestos Content:	10% Glass Fibers
Sample Composite Homogeneity:	Good

Location: 901-45, Pipe wrap/silver paint positive stop Lab ID-Version‡: 18548957-1

Sample Layers	Asbestos Content
Silver Paint	ND
Dark Brown Wrap	ND
Composite Non-Asbestos Content:	45% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-46, Mudded elbow positive stop Lab ID-Version‡: 18548958-1

Sample Layers	Asbestos Content
Black Mastic with Silver Paint	2% Chrysotile
Gray Insulation	ND
Composite Non-Asbestos Content:	10% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-47, Mudded elbow positive stop Lab ID-Version‡: 18548959-1

Sample Layers	Asbestos Content
Gray Insulation	ND
Composite Non-Asbestos Content:	10% Glass Fibers
Sample Composite Homogeneity:	Good

Comments: Black Mastic with Silver Paint was not analyzed due to prior positive series.

Location: 901-48, Roof tile/felt Lab ID-Version‡: 18548960-1

Sample Layers	Asbestos Content
Red Tile	ND
Black Roofing Felt	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-49, Roof tile/felt Lab ID-Version‡: 18548961-1

Sample Layers	Asbestos Content
Red Tile	ND
Black Roofing Felt	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-50, Roof tile/felt Lab ID-Version‡: 18548962-1

Sample Layers	Asbestos Content
Red Tile	ND
Black Roofing Felt	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

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Eurofins EPK Built Environment Testing, LLC
1010 N Central Avenue, Suite 460, Glendale, CA 91202
(833) 465-5857 www.eurofinsus.com/Built

Client: Pillar EHS Solutions
C/O: Ryan Hester, MS, CIH, CSP
Re: 901 Union Ave., Bakersfield, CA; Asbestos Survey

Date of Receipt: 08-29-2024
Date of Report: 09-04-2024

ASBESTOS PLM REPORT

Location: 901-51, Pipe wrap/mudded elbow Lab ID-Version‡: 18548963-1

Sample Layers	Asbestos Content
Dark Brown Wrap with Silver Foil	ND
Off-White Insulation	15% Chrysotile
Gray Insulation	ND
Composite Non-Asbestos Content:	15% Glass Fibers 10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-52, Pipe wrap/mudded elbow Lab ID-Version‡: 18548964-1

Sample Layers	Asbestos Content
Dark Brown Wrap with Silver Foil	ND
Off-White Insulation	15% Chrysotile
Gray Insulation	ND
Composite Non-Asbestos Content:	15% Glass Fibers 10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-53, Modded elbow Lab ID-Version‡: 18548965-1

Sample Layers	Asbestos Content
Off-White Insulation	15% Chrysotile
Gray Insulation	ND
Composite Non-Asbestos Content:	15% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 901-54, Shingle/felt/mastic Lab ID-Version‡: 18548966-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Multicolored Pebbles	ND
Black Roofing Felt	ND
Black Roofing Mastic	4% Chrysotile
Composite Non-Asbestos Content:	15% Cellulose 10% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-55, Shingle/felt/mastic

Lab ID-Version‡: 18548967-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Multicolored Pebbles	ND
Black Roofing Felt	ND
Black Roofing Mastic	4% Chrysotile
Composite Non-Asbestos Content:	15% Cellulose 10% Glass Fibers
Sample Composite Homogeneity:	Moderate

Location: 901-56, Roof tile mortar

Lab ID-Version‡: 18548968-1

Sample Layers	Asbestos Content
Red Tile	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 901-57, Roof tile mortar

Lab ID-Version‡: 18548969-1

Sample Layers	Asbestos Content
Red Tile	ND
Gray Mortar	ND
Sample Composite Homogeneity:	Moderate

Location: 901-58, Gray gasket

Lab ID-Version‡: 18548970-1

Sample Layers	Asbestos Content
Dark Gray Gasket	15% Chrysotile
Sample Composite Homogeneity:	Good

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Date of Receipt: 08-29-2024
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ASBESTOS PLM REPORT

Location: 901-59, White refractory positive stop Lab ID-Version‡: 18548971-1

Sample Layers	Asbestos Content
Off-White Compound	ND
Composite Non-Asbestos Content:	3% Vermiculite
Sample Composite Homogeneity:	Good

Location: 901-60, White refractory positive stop Lab ID-Version‡: 18548972-1

Sample Layers	Asbestos Content
Off-White Compound	ND
Composite Non-Asbestos Content:	3% Vermiculite
Sample Composite Homogeneity:	Good

Location: 901-61, White refractory Lab ID-Version‡: 18548973-1

Sample Layers	Asbestos Content
Off-White Compound	ND
Composite Non-Asbestos Content:	3% Vermiculite
Sample Composite Homogeneity:	Good

Location: 901-62, 9x9 floor tile/mastic positive stop Lab ID-Version‡: 18548974-1

Sample Layers	Asbestos Content
Brown Floor Tile	3% Chrysotile
Black Mastic	2% Chrysotile
Sample Composite Homogeneity:	Moderate

Comments: Sample 901-63 was not analyzed due to prior positive series.

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ASBESTOS PLM REPORT

Location: 901-64, Cove base — Lab ID-Version‡: 18548976-1

Sample Layers	Asbestos Content
Brown Cove Base	ND
Sample Composite Homogeneity:	Good

Location: 901-65, Cove base — Lab ID-Version‡: 18548977-1

Sample Layers	Asbestos Content
Brown Cove Base	ND
Sample Composite Homogeneity:	Good

Location: 901-66, Tile/grout/thinset — Lab ID-Version‡: 18548978-1

Sample Layers	Asbestos Content
Tan Tile	ND
Brown Grout	ND
White Thinset	ND
Sample Composite Homogeneity:	Moderate

Location: 901-67, Tile/grout/thinset — Lab ID-Version‡: 18548979-1

Sample Layers	Asbestos Content
Tan Tile	ND
Brown Grout	ND
Gray Thinset	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-68, Texture/plaster/button brd — Lab ID-Version‡: 18548980-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-69, Texture/plaster/button brd — Lab ID-Version‡: 18548981-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-70, Texture/plaster/button brd — Lab ID-Version‡: 18548982-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-71, Texture/plaster — Lab ID-Version‡: 18548983-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-72, Texture/plaster Lab ID-Version‡: 18548984-1

Sample Layers	Asbestos Content
White Texture	ND
Light Gray Plaster	ND
Sample Composite Homogeneity:	Moderate

Location: 901-73, Drywall/joint comp positive stop joint comp Lab ID-Version‡: 18548985-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-74, Drywall/joint comp positive stop joint comp Lab ID-Version‡: 18548986-1

Sample Layers	Asbestos Content
White Joint Compound	ND
White Drywall with Brown Paper	ND
Composite Non-Asbestos Content:	10% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-75, Joint comp positive stop joint comp Lab ID-Version‡: 18548987-1

Sample Layers	Asbestos Content
White Joint Compound	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: 901-76, Ceiling tile/mastic — Lab ID-Version‡: 18548988-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Brown Mastic	ND
Composite Non-Asbestos Content:	70% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-77, Ceiling tile/mastic — Lab ID-Version‡: 18548989-1

Sample Layers	Asbestos Content
Brown Ceiling Tile with White Surface	ND
Brown Mastic	ND
Composite Non-Asbestos Content:	70% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-78, Air cell pipe wrap — Lab ID-Version‡: 18548990-1

Sample Layers	Asbestos Content
Gray Wrap	65% Chrysotile
Gray Woven Material	ND
Composite Non-Asbestos Content:	15% Cotton 5% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-79, Window putty positive stop — Lab ID-Version‡: 18548991-1

Sample Layers	Asbestos Content
White Window Putty	ND
Sample Composite Homogeneity:	Good

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ASBESTOS PLM REPORT

Location: 901-80, Window putty positive stop

Lab ID-Version‡: 18548992-1

Sample Layers	Asbestos Content
Beige Window Putty	< 1% Chrysotile
Sample Composite Homogeneity:	Good

Location: 901-81, Stucco

Lab ID-Version‡: 18548993-1

Sample Layers	Asbestos Content
Beige Stucco	ND
Gray Stucco	ND
Composite Non-Asbestos Content:	< 1% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: 901-82, Stucco/paper

Lab ID-Version‡: 18548994-1

Sample Layers	Asbestos Content
Beige Stucco	ND
Gray Stucco	ND
Brown Paper	ND
Composite Non-Asbestos Content:	15% Cellulose < 1% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

Location: 901-83, Stucco/paper

Lab ID-Version‡: 18548995-1

Sample Layers	Asbestos Content
Beige Stucco	ND
Gray Stucco	ND
Brown Paper	ND
Composite Non-Asbestos Content:	15% Cellulose < 1% Synthetic Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-84, Roof tile/mastic/felt

Lab ID-Version‡: 18548996-1

Sample Layers	Asbestos Content
Gray Tile with Red Surface	ND
Gray/Black Roofing Mastic	4% Chrysotile
Black Roofing Felt	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-85, Roof tile/mastic/felt

Lab ID-Version‡: 18548997-1

Sample Layers	Asbestos Content
Gray Tile with Red Surface	ND
Gray/Black Roofing Mastic	4% Chrysotile
Black Roofing Felt	ND
Composite Non-Asbestos Content:	20% Cellulose
Sample Composite Homogeneity:	Moderate

Location: 901-86, Shingle/felt 1/shingle 2/

Lab ID-Version‡: 18548998-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Brown Pebbles	ND
Black Roofing Felt	ND
Black Roofing Shingle with Gray Pebbles	ND
Composite Non-Asbestos Content:	20% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Location: 901-87, Shingle/felt 1/shingle 2/felt 2

Lab ID-Version‡: 18548999-1

Sample Layers	Asbestos Content
Black Roofing Shingle with Brown Pebbles	ND
Black Roofing Felt 1	ND
Black Roofing Shingle with Gray Pebbles	ND
Black Roofing Felt 2	ND
Composite Non-Asbestos Content:	25% Cellulose 15% Glass Fibers
Sample Composite Homogeneity:	Moderate

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ASBESTOS PLM REPORT

Total Samples Submitted:	87
Total Samples Analyzed:	84
Total Samples Not Analyzed:	3

901-41, Air cell pipe wrap positive stop Lab ID-Version‡: 18548953-0

NOT ANALYZED	POSITIVE STOP

901-42, Air cell pipe wrap positive stop Lab ID-Version‡: 18548954-0

NOT ANALYZED	POSITIVE STOP

901-63, 9x9 floor tile/mastic positive stop Lab ID-Version‡: 18548975-0

NOT ANALYZED	POSITIVE STOP

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Sample results described as "Positive Stop" were not analyzed because the previous sample layer(s) contained asbestos >1%. Sample results described as "Sample Bag Empty" were not analyzed because while the sample bag was submitted it did not contain a discernible sample. Sample results described as "No Sample Submitted" were not analyzed because the sample bag was not submitted with the project. Sample results described as "Insufficient Sample" were not analyzed because while the sample was submitted for analysis, there was insufficient material present to analyze the sample confidently. Sample results described as "Per Client Request" were submitted to the laboratory but not analyzed because the laboratory was requested to hold the sample.

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Central: (800) 651-4802
West: (866) 888-5653

WEATHER	Fog	Rain	Snow	Wind	Clear
None					
Light					
Moderate					
Heavy					

LEVEL

CONTACT INFORMATION

Company:	Pillar EHS Solutions, Inc.	Address:	9003 Del Palma Dr., Bakersfield, CA 93314
Contact:	Ryan Hester	Special Instructions:	
Phone:	661-885-5729		

PROJECT INFORMATION

Project ID:	901 Union Ave., Bakersfield, CA		
Project Description:	Asbestos Survey		
Project Zip Code:	93307	Sampling Date/Time:	8/26/24-8/28/24
PO Number:		Sampled By:	Ryan Hester

TURN AROUND TIME CODES - (TAT)

STD - Standard (Default)
ND - Next Business Day
SD - Same Business Day
WH - Weekend/Holiday/ASAP

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

REQUESTED SERVICES

00376370

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day, Temp, Rbt, etc.)	Spore Trap Analysis	Other biological particles - supplement	Direct Microscopic Exam (Qualitative)	Quantitative spore count direct exam	Dust Characterization	1-Media Surface Fungi (Genus ID + *Asp.* spp.)	Culturable Air Fungi (Genus ID + *Asp.* spp.)	Gram Stain and Counts (Culturable Air and Surface Bacteria)	*Legionella* culture	Total Coliform, *E.coli* (Presence/Absence)	QuantiTray-Sewage Screen	OTHER: (please specify test)	Asbestos in Air - PCM Airborne Fiber Count (NIOSH 7400)	Asbestos Bulk - PLM	Lead (Pb) - Flame AA	PCR (please specify test)	Allergens (please specify test)	Combustion by-products by PLM
901-01	Texture/Plaster/Button B.d.	B	STD															X	X				
901-02	Tile/Grout/Thinset																	X	X				
901-03	Drywall/Joint Compound																	X	X				
901-04	Joint Compound																	X	X				
901-05	Tile/Thinset/Grout																	X	X				
901-06	Tile/Thinset/Grout																	X	X				
901-07	Texture/Plaster/Button B.d.																	X	X				
901-08	Tile/Grout/Thinset																	X	X				
901-09	Drywall/Joint Comp.																	X	X				
901-10	Vinyl Floor Tile/Joint Comp.																	X	X				
901-11	Vinyl Floor Tile																	X	X				
901-12	~~Tile/Grout/Thinset~~ VFT																	X	X				
901-13	Tile/Grout/Thinset																	X	X				
901-14	Texture/Plaster/Button B.d.																	X	X				
901-15	Drywall/Joint Comp.																	X	X				

SAMPLE TYPE CODES

BC - BioCassette™	CP - Contact Plate	T - Tape	O - Other:
AS - Andersen	ST - Spore Trap	SW - Swab	
SAS - Surface Air Sampler	B - Bulk	SO - Soil	
NP - Non-potable Water	P - Potable Water	D - Dust	

RELINQUISHED BY	DATE & TIME
	8/28/24 4:30PM

RECEIVED BY	DATE & TIME
Raymond Baker	9:30A AUG 29 2024

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CHAIN OF CUSTODY

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East: (866) 871-1984
Central: (800) 651-4802
West: (866) 888-6653

LEVEL	WEATHER	Fog	Rain	Snow	Wind	Clear
	None					
	Light					
	Moderate					
	Heavy					

CONTACT INFORMATION

Company:	Pillar EHS Solutions, Inc.	Address:	9003 Del Palma Dr., Bakersfield, CA 93314
Contact:	Ryan Hester	Special Instructions:	
Phone:	661-885-5729		

PROJECT INFORMATION

Project ID:	901 Union Ave., Bakersfield, CA		
Project Description:	Asbestos Survey	Sampling Date/Time:	8/26/24-8/28/24
Project Zip Code:	93307	Sampled By:	Ryan Hester
PO Number:			

TURN AROUND TIME CODES - (TAT)

STD - Standard (Default)
ND - Next Business Day
SD - Same Business Day
WH - Weekend/Holiday/ASAP

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day, Temp, RH, etc.)
901-16	Tile / Grout / Thinset	B	STD		
901-17					
901-18					
901-19					
901-20	Drywall / Joint Comp				
901-21	Texture / Plaster				
901-22	Tile / Grout				
901-23	Stucco (multiple layers)				
901-24					
901-25					
901-26					
901-27					
901-28	w/ Paper				
901-29	w/ Paper				
901-30	Texture / plaster / Brick w/ Brick				

SAMPLE TYPE CODES

BC - BioCassette™	CP - Contact Plate	T - Tape	O - Other:
AIS - Andersen	ST - Spore Trap	SW - Swab	
SAS - Surface Air Sampler	B - Bulk	SO - Soil	
NP - Non-potable Water	P - Potable Water	D - Dust	

RELINQUISHED BY

Ryan Hester

DATE & TIME: 8/28/24 4:30PM

RECEIVED BY

Raymond Dalton

DATE & TIME: 9:30 AUG 29 2024

REQUESTED SER

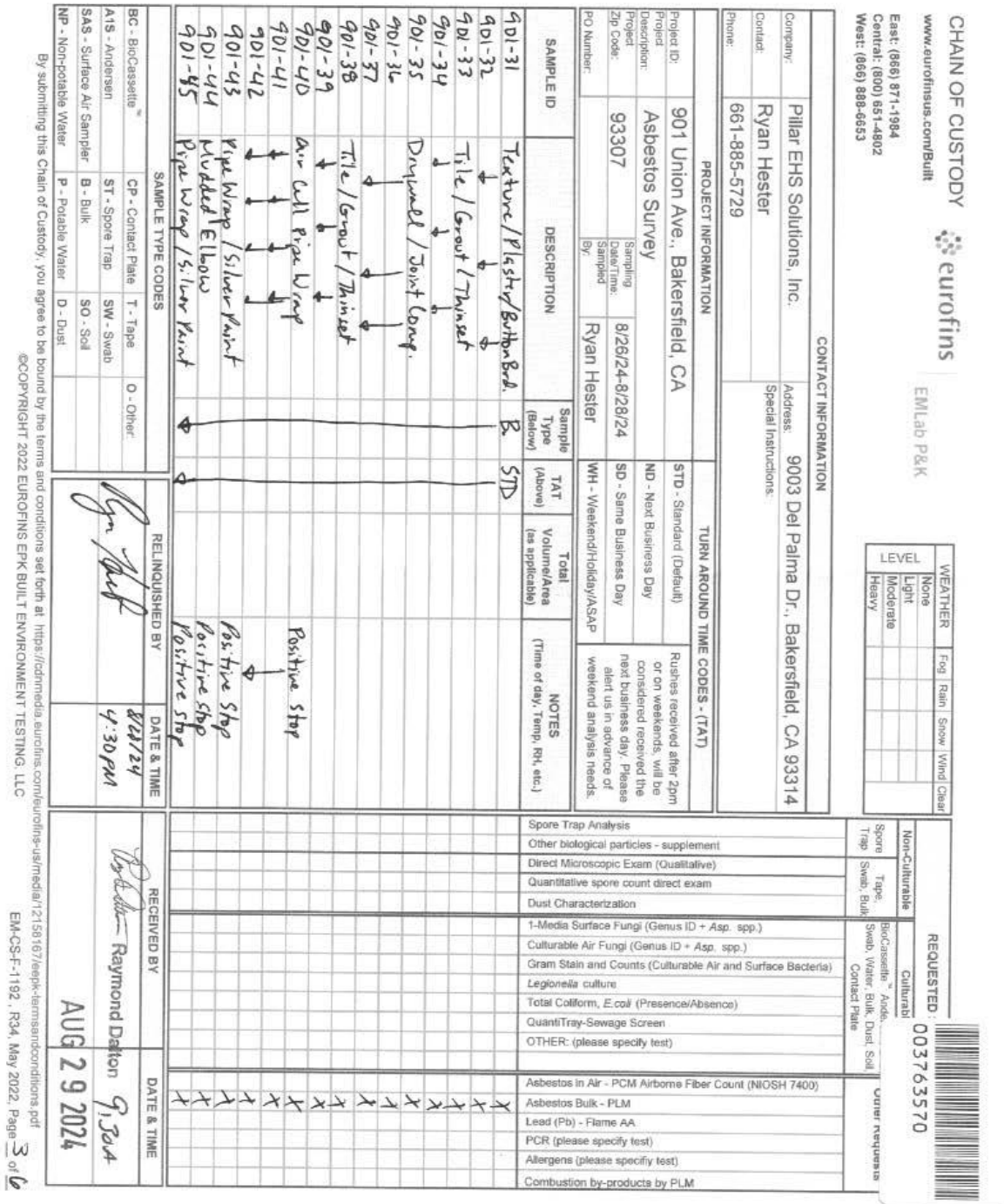
003763570

Non-Culturable		Culturable	
Spore Trap	Tape, Swab, Bulk	BioCassette™, Andersen Swab, Water, Bulk, Dust, Contact Plate	
	Spore Trap Analysis		
	Other biological particles - supplement		
	Direct Microscopic Exam (Qualitative)		
	Quantitative spore count direct exam		
	Dust Characterization		
		1-Media Surface Fungi (Genus ID + *Asp.* spp.)	
		Culturable Air Fungi (Genus ID + *Asp.* spp.)	
		Gram Stain and Counts (Culturable Air and Surface Bacteria)	
		Legionella culture	
		Total Coliform, *E.coli* (Presence/Absence)	
		QuantiTray-Sewage Screen	
		OTHER: (please specify test)	
		Asbestos in Air - PCM Airborne Fiber Count (NIOSH 7400)	X
		Asbestos Bulk - PLM	X
		Lead (Pb) - Flame AA	X
		PCR (please specify test)	X
		Allergens (please specify test)	X
		Combustion by-products by PLM	X

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CHAIN OF CUSTODY

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East: (856) 871-1984
Central: (800) 651-4802
West: (866) 888-6653

WEATHER: None | Fog | Rain | Snow | Wind | Clear
LEVEL: Light | Moderate | Heavy

REQUESTED: 003763570

CONTACT INFORMATION

Company: Pillar EHS Solutions, Inc.
Address: 9003 Del Palma Dr., Bakersfield, CA 93314
Special Instructions:
Contact: Ryan Hester
Phone: 661-885-5729

PROJECT INFORMATION

Project ID: 901 Union Ave., Bakersfield, CA
Project Description: Asbestos Survey
Project Zip Code: 93307
Sampling Date/Time: 8/26/24-8/28/24
Sampled By: Ryan Hester
PO Number:

TURN AROUND TIME CODES - (TAT)

STD - Standard (Default)
ND - Next Business Day
SD - Same Business Day
WH - Weekend/Holiday/ASAP
Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day, Temp, RH, etc.)
901-31	Texture/Plaster/Button Board	B	STD		
901-32	"	"	"		
901-33	Tile/Grout/Thinset	"	"		
901-34	"	"	"		
901-35	Drywall/Joint Comp.	"	"		
901-36	"	"	"		
901-37	"	"	"		
901-38	Tile/Grout/Thinset	"	"		
901-39	"	"	"		Positive Stop
901-40	Air Cell Pipe Wrap	"	"		
901-41	"	"	"		
901-42	"	"	"		
901-43	Pipe Wrap/Silver Paint	"	"		Positive Stop
901-44	Mudded Elbow	"	"		Positive Stop
901-45	Pipe Wrap/Silver Paint	"	"		Positive Stop

SAMPLE TYPE CODES

BC - BioCassette™
A1S - Andersen
SAS - Surface Air Sampler
NP - Non-potable Water
CP - Contact Plate
ST - Spore Trap
B - Bulk
P - Potable Water
T - Tape
SW - Swab
SO - Soil
D - Dust
O - Other:

Non-Culturable		Culturable	
Spore Trap	Tape, Swab, Bulk	BioCassette™, Ando. Swab, Water, Bulk, Dust, Soil	Contact Plate
			Spore Trap Analysis
			Other biological particles - supplement
			Direct Microscopic Exam (Qualitative)
			Quantitative spore count direct exam
			Dust Characterization
			1-Media Surface Fungi (Genus ID + *Asp.* spp.)
			Culturable Air Fungi (Genus ID + *Asp.* spp.)
			Gram Stain and Counts (Culturable Air and Surface Bacteria)
			Legionella culture
			Total Coliform, *E.coli* (Presence/Absence)
			QuantiTray-Sewage Screen
			OTHER: (please specify test)

Other Requests

Asbestos in Air - PCM Airborne Fiber Count (NIOSH 7400)	X
Asbestos Bulk - PLM	X
Lead (Pb) - Flame AA	X
PCR (please specify test)	X
Allergens (please specify test)	X
Combustion by-products by PLM	X

RELINQUISHED BY: [signature] — DATE & TIME: 8/28/24 4:30 PM

RECEIVED BY: [signature] Raymond Dalton — DATE & TIME: 9:30 AM AUG 29 2024

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CHAIN OF CUSTODY

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East: (866) 871-1984
Central: (800) 651-4802
West: (866) 888-6653

WEATHER	Fog	Rain	Snow	Wind	Clear
None					
Light					
Moderate					
Heavy					

LEVEL

REQUESTED SER 003763570

CONTACT INFORMATION

Company: Pillar EHS Solutions, Inc.
Address: 9003 Del Palma Dr., Bakersfield, CA 93314
Contact: Ryan Hester
Special Instructions:
Phone: 661-885-5729

PROJECT INFORMATION

Project ID: 901 Union Ave., Bakersfield, CA
Project Description: Asbestos Survey
Project Zip Code: 93307
Sampling Date/Time: 8/26/24-8/28/24
Sampled By: Ryan Hester
PO Number:

TURN AROUND TIME CODES - (TAT)

STD - Standard (Default)
ND - Next Business Day
SD - Same Business Day
WH - Weekend/Holiday/ASAP
Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day, Temp, RH, etc.)	Spore Trap Analysis	Other biological particles - supplement	Direct Microscopic Exam (Qualitative)	Quantitative spore count direct exam	Dust Characterization	1-Media Surface Fungi (Genus ID + *Asp.* spp.)	Culturable Air Fungi (Genus ID + *Asp.* spp.)	Gram Stain and Counts (Culturable Air and Surface Bacteria)	*Legionella* culture	Total Coliform, *E.coli* (Presence/Absence)	QuantiTray-Sewage Screen	OTHER: (please specify test)	Asbestos in Air - PCM Airborne Fiber Count (NIOSH 7400)	Asbestos Bulk - PLM	Lead (Pb) - Flame AA	PCR (please specify test)	Allergens (please specify test)	Combustion by-products by PLM
901-46	Molded Elbow	B	STD		Positive Stop													X					
901-47	Roof Tile / Felt																	X					
901-48																		X					
901-49																		X					
901-50																		X					
901-51	Pipe Wrap / Molded Elbow																	X					
901-52																		X					
901-53	Molded Elbow																	X					
901-54	Shingle / Felt / Mastic																	X					
901-55																		X					
901-56	Roof Tile Mortar																	X					
901-57																		X					
901-58	Gray Gasket																	X					
901-59	White Refractory																	X					
901-60					Positive Stop													X					

SAMPLE TYPE CODES

BC - BioCassette™ | CP - Contact Plate | T - Tape | O - Other:
A1S - Andersen | ST - Spore Trap | SW - Swab
SAS - Surface Air Sampler | B - Bulk | SO - Soil
NP - Non-potable Water | P - Potable Water | D - Dust

RELINQUISHED BY	DATE & TIME
Ryan Hester	8/28/24 4:30 PM

RECEIVED BY	DATE & TIME
Raymond Dalton	9:30 AM AUG 29 2024

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CHAIN OF CUSTODY

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East: (866) 871-1984
Central: (800) 651-4802
West: (866) 888-6653

WEATHER	Fog	Rain	Snow	Wind	Clear
None					
Light					
Moderate					
Heavy					

LEVEL

CONTACT INFORMATION

Company:	Pillar EHS Solutions, Inc.	Address:	9003 Del Palma Dr., Bakersfield, CA 93314
Contact:	Ryan Hester	Special Instructions:	
Phone:	661-885-5729		

PROJECT INFORMATION

Project ID:	901 Union Ave., Bakersfield, CA		
Project Description:	Asbestos Survey	Sampling Date/Time:	8/26/24-8/28/24
Project Zip Code:	93307	Sampled By:	Ryan Hester
PO Number:			

TURN AROUND TIME CODES - (TAT)

STD - Standard (Default)
ND - Next Business Day
SD - Same Business Day
WH - Weekend/Holiday/ASAP

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day; Temp, RH, etc.)
901-61	White Refraction	B	STD		
901-62	9x9 Floor Tile/Mastic				
901-63					
901-64	Cove Base				Positive Stop
901-65					
901-66	Tile / Grout / Thinset				
901-67					
901-68	Texture / Plaster / Button Rod				
901-69					
901-70					
901-71	Texture / Plaster				
901-72					
901-73	Drywall / Joint Comp				Positive Stop Joint Comp
901-74					
901-75	Joint Comp.				

SAMPLE TYPE CODES

BC - BioCassette™	CP - Contact Plate	T - Tape	O - Other:
AS - Andersen	ST - Spore Trap	SW - Swab	
SAS - Surface Air Sampler	B - Bulk	SO - Soil	
NP - Non-potable Water	P - Potable Water	D - Dust	

RELINQUISHED BY

	DATE & TIME
	8/28/24 4:30 PM

RECEIVED BY

	DATE & TIME
Raymond Dalton	9:50 AUG 29 2024

REQUESTED SER

003763570

	Non-Culturable			Culturable
	Spore Trap	Tape, Swab, Bulk		BioCassette™, Andersen Swab, Water, Bulk, Dur Contact Plate
Spore Trap Analysis				
Other biological particles - supplement				
Direct Microscopic Exam (Qualitative)				
Quantitative spore count direct exam				
Dust Characterization				
1-Media Surface Fungi (Genus ID + *Asp.* spp.)				
Culturable Air Fungi (Genus ID + *Asp.* spp.)				
Gram Stain and Counts (Culturable Air and Surface Bacteria)				
Legionella culture				
Total Coliform, *E.coli* (Presence/Absence)				
QuantiTray-Sewage Screen				
OTHER: (please specify test)				
Asbestos in Air - PCM Airborne Fiber Count (NIOSH 7400)				
Asbestos Bulk - PLM				
Lead (Pb) - Flame AA				
PCR (please specify test)				
Allergens (please specify test)				
Combustion by-products by PLM				

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CHAIN OF CUSTODY

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East: (866) 871-1984
Central: (800) 651-4802
West: (866) 888-6653

LEVEL	WEATHER	Fog	Rain	Snow	Wind	Clear
	None					
	Light					
	Moderate					
	Heavy					

CONTACT INFORMATION

Company:	Pillar EHS Solutions, Inc.	Address: Special Instructions:	9003 Del Palma Dr., Bakersfield, CA 93314
Contact:	Ryan Hester		
Phone:	661-885-5729		

PROJECT INFORMATION

Project ID:	901 Union Ave, Bakersfield, CA	Sampling Date/Time:	8/26/24-8/27/24
Project Description:	Asbestos Survey	Sampled By:	Ryan Hester
Project Zip Code:	93307	PO Number:	

TURN AROUND TIME CODES - (TAT)

STD - Standard (Default)
ND - Next Business Day
SD - Same Business Day
WH - Weekend/Holiday/ASAP

Rushes received after 2pm or on weekends, will be considered received the next business day. Please alert us in advance of weekend analysis needs.

SAMPLE ID	DESCRIPTION	Sample Type (Below)	TAT (Above)	Total Volume/Area (as applicable)	NOTES (Time of day, Temp, RH, etc.)
901-76	Ceiling Tile/Mastic	B	STD		
901-77	↓				
901-78	Air Cell Pipe Wrap				
901-79	Window Putty				Positive Stop
901-80	↓				↓
901-81	Stucco				
901-82	Stucco / Paper				
901-83	↓				
901-84	Roof Tile/Mastic/Felt				
901-85	↓				
901-86	Shingle/Felt/Shingle/				
901-87	Shingle/Felt/Shingle/Felt				

SAMPLE TYPE CODES

BC - BioCassette™	CP - Contact Plate	T - Tape	O - Other:
AIS - Andersen	ST - Spore Trap	SW - Swab	
SAS - Surface Air Sampler	B - Bulk	SO - Soil	
NP - Non-potable Water	P - Potable Water	D - Dust	

REQUESTED SERVICES

| | | | | |

11.2 XRF Paint Analyzer Results

Green text indicates sample positive for lead-based paint.

Reading	Area	Sub-Area	Side	Component	Substrate	Color	Condition	Damage Type	Concentration	Result
1	Cal Check								1.1	Pass
2	Cal Check								1.1	Pass
3	Cal Check								1.1	Pass
4	Blank Check								0	Pass
5	Blank Check								0	Pass
6	Blank Check								0	Pass
7	Room 1	Bedroom	B	Door Jamb	Metal	Black			0.1	Negative
8	Room 1	Bedroom	A	Wall	Plaster	White			0	Negative
9	Room 1	Bedroom	B	Wall	Plaster	White			0	Negative
10	Room 1	Bedroom	C	Wall	Plaster	White			0.4	Negative
11	Room 1	Bedroom	D	Wall	Plaster	White			0	Negative
12	Room 1	Bedroom	D	Baseboard	Wood	White			0	Negative
13	Room 1	Bedroom	Ceiling	Ceiling	Plaster	White			0	Negative
14	Room 1	Bedroom	Floor	Floor	Tile	Gray			0.1	Negative
15	Room 1	Bathroom	Floor	Floor	Tile	Brown			0	Negative
16	Room 1	Bathroom	C	Wall	Tile	Tan			0	Negative
17	Room 1	Bathroom	B	Door	Wood	White			0	Negative
18	Room 1	Bathroom	B	Door Jamb	Wood	White			0.3	Negative
19	Room 1	Bathroom	A	Wall	Plaster	White			0.5	Negative
20	Room 1	Bathroom	B	Wall	Plaster	White			0.2	Negative
21	Room 1	Bathroom	C	Wall	Plaster	White			0.1	Negative
22	Room 1	Bathroom	D	Wall	Plaster	White			0	Negative
23	Room 1	Bathroom	D	Window Sill	Wood	White			0.2	Negative
24	Room 1	Bathroom	D	Sink	Ceramic	White			0.1	Negative
25	Room 1	Bathroom	D	Toilet	Ceramic	White			0	Negative
26	Room 1	Kitchen	D	Wall	Plaster	White			0	Negative
27	Room 1	Kitchen	A	Wall	Plaster	White			0	Negative
28	Room 1	Kitchen	B	Wall	Plaster	White			0	Negative
29	Room 1	Kitchen	C	Wall	Plaster	White			0	Negative
30	Room 1	Kitchen	D	Window Sill	Wood	White			0	Negative
31	Room 1	Kitchen	A	Baseboard	Wood	White			0.1	Negative
32	Room 1	Kitchen	A	Baseboard	Wood	White			0.1	Negative
33	Room 1	Kitchen	B	Door	Wood	White			0.2	Negative
34	Room 1	Kitchen	B	Door Jamb	Wood	White			0.2	Negative
35	Room 1	Bedroom	B	Window Sill	Wood	White			0	Negative
36	Room 2	Bedroom	B	Window Sill	Wood	White			0	Negative
37	Room 2	Bedroom	B	Baseboard	Wood	White			0.2	Negative

38	Room 2	Bedroom	B	Door Jamb	Metal	Black			0.1 Negative
39	Room 2	Bedroom	A	Wall	Plaster	Beige			0.4 Negative
40	Room 2	Bedroom	B	Wall	Plaster	Beige			0 Negative
41	Room 2	Bedroom	C	Wall	Plaster	Beige			0.3 Negative
42	Room 2	Bedroom	D	Wall	Plaster	Beige			0 Negative
43	Room 2	Bathroom	A	Wall	Plaster	Beige			0.1 Negative
44	Room 2	Bathroom	B	Wall	Plaster	Beige			0 Negative
45	Room 2	Bathroom	C	Wall	Plaster	Beige			0 Negative
46	Room 2	Bathroom	D	Wall	Plaster	Beige			0 Negative
47	Room 2	Bathroom	B	Door	Wood	Beige			0.1 Negative
48	Room 2	Bathroom	B	Door Casing	Wood	Beige			0.3 Negative
49	Room 2	Bathroom	D	Window Sill	Wood	Beige			0.1 Negative
50	Room 2	Bathroom	D	Sink	Ceramic	White			0.1 Negative
51	Room 2	Bathroom	A	Toilet	Ceramic	White			0.3 Negative
52	Room 2	Bathroom	A	Wall	Tile	Brown			0.3 Negative
53	Room 2	Bathroom	A	Wall	Tile	Black			0.1 Negative
54	Room 2	Bathroom	A	Bathtub	Ceramic	White			0.1 Negative
55	Room 2	Bathroom	Floor	Floor	Tile	Brown			0 Negative
56	Room 2	Kitchen	Floor	Floor	Tile	Brown			0 Negative
57	Room 2	Kitchen	D	Sink	Ceramic	White			0.5 Negative
58	**Room 2**	**Kitchen**	**D**	**Counter Top**	**Tile**	**White**	**Good**	**6.9**	**Positive**
59	Room 2	Kitchen	B	Door Jamb	Wood	White			0.2 Negative
60	Room 2	Kitchen	A	Wall	Plaster	Beige			0.4 Negative
61	Room 2	Kitchen	B	Wall	Plaster	Beige			0 Negative
62	Room 2	Kitchen	C	Wall	Plaster	Beige			0 Negative
63	Room 2	Kitchen	D	Wall	Plaster	Beige			0 Negative
64	Room 3	Bedroom	B	Door Jamb	Metal	Black			0.2 Negative
65	Room 3	Bedroom	B	Baseboard	Wood	White			0.2 Negative
66	Room 3	Bedroom	B	Window Sill	Wood	White			0 Negative
67	Room 3	Bedroom	A	Wall	Plaster	White			0.2 Negative
68	Room 3	Bedroom	B	Wall	Plaster	White			0 Negative
69	Room 3	Bedroom	C	Wall	Plaster	White			0.2 Negative
70	Room 3	Bedroom	D	Wall	Plaster	White			0.2 Negative
71	Room 3	Kitchen	A	Wall	Plaster	White			0 Negative
72	Room 3	Kitchen	B	Wall	Plaster	White			0 Negative
73	Room 3	Kitchen	C	Wall	Plaster	White			0.3 Negative
74	Room 3	Kitchen	D	Wall	Plaster	White			0 Negative
75	Room 3	Kitchen	B	Baseboard	Wood	White			0.1 Negative

76 Room 3	Kitchen	D	Window Sill	Wood	White			0	Negative
77 Room 3	Bathroom	D	Window Sill	Wood	White			0	Negative
78 Room 3	Bathroom	B	Door	Wood	White			0.3	Negative
79 Room 3	Bathroom	B	Door Jamb	Wood	White			0.3	Negative
80 Room 3	Bathroom	C	Toilet	Ceramic	White			0	Negative
81 Room 3	Bathroom	D	Sink	Ceramic	White			0.3	Negative
82 Room 3	Bathroom	A	Wall	Plaster	White			0.3	Negative
83 Room 3	Bathroom	B	Wall	Plaster	White			0	Negative
84 Room 3	Bathroom	C	Wall	Plaster	White			0.1	Negative
85 Room 3	Bathroom	D	Wall	Plaster	White			0	Negative
86 Room 4	Bedroom	A	Wall	Plaster	White			0.4	Negative
87 Room 4	Bedroom	B	Wall	Plaster	White			0	Negative
88 Room 4	Bedroom	C	Wall	Plaster	White			0.1	Negative
89 Room 4	Bedroom	D	Wall	Plaster	White			0	Negative
90 Room 4	Bedroom	B	Door	Wood	Brown			0.1	Negative
91 Room 4	Bedroom	B	Baseboard	Wood	White			0	Negative
92 Room 4	Bedroom	B	Window Sill	Wood	White			0	Negative
93 Room 4	Bathroom	D	Window Sill	Wood	White			0.1	Negative
94 Room 4	Bathroom	C	Baseboard	Wood	White			0	Negative
95 Room 4	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Multi- Color**		**Good**	**21.5**	**Positive**
96 Room 4	Bathroom	B	Door	Wood	White			0.1	Negative
97 Room 4	Bathroom	B	Door Jamb	Wood	White			0.4	Negative
98 Room 4	Bathroom	A	Wall	Plaster	White			0	Negative
99 Room 4	Bathroom	B	Wall	Plaster	White			0	Negative
100 Room 4	Bathroom	C	Wall	Plaster	White			0	Negative
101 Room 4	Bathroom	D	Wall	Plaster	White			0	Negative
102 Room 4	Bathroom	D	Sink	Ceramic	White			0.4	Negative
103 Room 4	Bathroom	A	Toilet	Ceramic	White			0	Negative
104 Room 4	Kitchen	A	Baseboard	Wood	White			0.1	Negative
105 Room 4	Kitchen	D	Window Sill	Wood	White			0.1	Negative
106 Room 4	Kitchen	D	sink support	Wood	White			0	Negative
107 Room 4	Kitchen	A	Wall	Plaster	White			0.4	Negative
108 Room 4	Kitchen	B	Wall	Plaster	White			0	Negative
109 Room 4	Kitchen	C	Wall	Plaster	White			0	Negative
110 Room 4	Kitchen	D	Wall	Plaster	White			0	Negative
111 Room 4	Kitchen	B	Door Jamb	Wood	White			0.1	Negative
112 Room 5	Bedroom	B	Window Sill	Wood	White			0	Negative
113 Room 5	Bedroom	B	Baseboard	Wood	White			0	Negative

114 Room 5	Bedroom	D	Closet Door	Wood	White			0.4 Negative
115 Room 5	Bedroom	D	Closet Door Jamb	Wood	White			0 Negative
116 Room 5	Bedroom	D	Closet Shelf	Wood	White			0 Negative
117 Room 5	Bedroom	A	Wall	Plaster	White			0.1 Negative
118 Room 5	Bedroom	B	Wall	Plaster	White			0 Negative
119 Room 5	Bedroom	C	Wall	Plaster	White			0 Negative
120 Room 5	Bedroom	D	Wall	Plaster	White			0 Negative
121 Room 5	Kitchen	A	Wall	Plaster	White			0.5 Negative
122 Room 5	Kitchen	B	Wall	Plaster	White			0.4 Negative
123 Room 5	Kitchen	C	Wall	Plaster	White			0 Negative
124 Room 5	Kitchen	D	Wall	Plaster	White			0 Negative
125 Room 5	Kitchen	D	Window Sill	Wood	White			0 Negative
126 Room 5	Kitchen	A	Baseboard	Wood	White			0 Negative
127 Room 5	Kitchen	A	Door	Wood	White			0.1 Negative
128 Room 5	Kitchen	A	Door Jamb	Wood	White			0.3 Negative
129 Room 5	Bathroom	A	Door Jamb	Wood	White			0.2 Negative
130 Room 5	Bathroom	A	Door	Wood	White			0 Negative
131 Room 5	Bathroom	A	Baseboard	Wood	White			0.3 Negative
132 Room 5	Bathroom	D	Window Sill	Wood	White			0.1 Negative
133 Room 5	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Multi- Color**	**Good**	**42 Positive**	
134 Room 5	Bathroom	A	Wall	Plaster	White			0 Negative
135 Room 5	Bathroom	B	Wall	Plaster	White			0 Negative
136 Room 5	Bathroom	C	Wall	Plaster	White			0.3 Negative
137 Room 5	Bathroom	D	Wall	Plaster	White			0 Negative
138 Room 6	Bedroom	A	Wall	Plaster	White			0 Negative
139 Room 6	Bedroom	B	Wall	Plaster	White			0 Negative
140 Room 6	Bedroom	C	Wall	Plaster	White			0.2 Negative
141 Room 6	Bedroom	D	Wall	Plaster	White			0 Negative
142 Room 6	Bedroom	B	Baseboard	Wood	White			0.2 Negative
143 Room 6	Bedroom	B	Window Sill	Wood	White			0 Negative
144 Room 6	Bathroom	D	Window Sill	Wood	White			0 Negative
145 Room 6	Bathroom	B	Door	Wood	White			0 Negative
146 Room 6	Bathroom	B	Door Jamb	Wood	White			0.3 Negative
147 Room 6	Bathroom	A	Wall	Plaster	White			0.1 Negative
148 Room 6	Bathroom	B	Wall	Plaster	White			0 Negative
149 Room 6	Bathroom	C	Wall	Plaster	White			0 Negative
150 Room 6	Bathroom	D	Wall	Plaster	White			0 Negative
151 Room 6	Kitchen	A	Wall	Plaster	White			0 Negative

152 Room 6	Kitchen	B	Wall	Plaster	White				0.1	Negative
153 Room 6	Kitchen	C	Wall	Plaster	White				0.3	Negative
154 Room 6	Kitchen	D	Wall	Plaster	White				0	Negative
155 Room 6	Kitchen	Floor	Floor	Tile	Brown				0.1	Negative
156 Room 7	Bedroom	A	Wall	Plaster	White				0.3	Negative
157 Room 7	Bedroom	B	Wall	Plaster	White				0	Negative
158 Room 7	Bedroom	C	Wall	Plaster	White				0.3	Negative
159 Room 7	Bedroom	D	Wall	Plaster	White				0	Negative
160 Room 7	Bedroom	B	Baseboard	Wood	White				0	Negative
161 Room 7	Bedroom	B	Window Sill	Wood	White				0	Negative
162 Room 7	Bedroom	D	Closet Door	Wood	White				0.2	Negative
163 Room 7	Bedroom	D	Closet Door Casing	Wood	White				0.1	Negative
164 Room 7	Bedroom	D	Closet Shelf	Wood	White				0	Negative
165 Room 7	Kitchen	B	Door Jamb	Wood	White				0.1	Negative
166 Room 7	Kitchen	A	Baseboard	Wood	White				0.1	Negative
167 Room 7	Kitchen	D	Window Sill	Wood	White				0	Negative
168 Room 7	Kitchen	A	Wall	Plaster	White				0	Negative
169 Room 7	Kitchen	B	Wall	Plaster	White				0	Negative
170 Room 7	Kitchen	C	Wall	Plaster	White				0	Negative
171 Room 7	Kitchen	D	Wall	Plaster	White				0	Negative
172 Room 7	Kitchen	D	sink support	Wood	White				0	Negative
173 Room 7	Bathroom	B	Door	Wood	White				0.3	Negative
174 Room 7	Bathroom	B	Door Jamb	Wood	White				0.1	Negative
175 Room 7	Bathroom	D	Window Sill	Wood	White				0	Negative
176 Room 7	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Multi-Color**	**Good**			**19.1**	**Positive**
177 Room 7	Bathroom	A	Wall	Plaster	White				0	Negative
178 Room 7	Bathroom	B	Wall	Plaster	White				0.1	Negative
179 Room 7	Bathroom	C	Wall	Plaster	White				0.4	Negative
180 Room 7	Bathroom	D	Wall	Plaster	White				0	Negative
181 Room 8	Bedroom	A	Wall	Plaster	Blue (Light)				0.3	Negative
182 Room 8	Bedroom	B	Wall	Plaster	Blue (Light)				0	Negative
183 Room 8	Bedroom	C	Wall	Plaster	Blue (Light)				0.2	Negative
184 Room 8	Bedroom	D	Wall	Plaster	Blue (Light)				0	Negative
185 Room 8	Bedroom	B	Window Sill	Wood	Blue (Light)				0	Negative
186 Room 8	Bedroom	B	Baseboard	Wood	Brown				0.1	Negative
187 Room 8	Bedroom	D	Closet Door Jamb	Wood	White				0.1	Negative
188 Room 8	Bedroom	D	Closet Shelf	Wood	White				0.1	Negative
189 Room 8	**Bathroom**	**B**	**Door**	**Wood**	**Blue (Light)**	**Fair**	**Normal Wear**		**1**	**Positive**

190 Room 8	Bathroom	B	Door Jamb	Wood	Blue (Light)				0.3 Negative
191 Room 8	Bathroom	B	Window Sill	Wood	Blue (Light)				0.1 Negative
192 Room 8	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Multi-Color**	**Good**			**22.4 Positive**
193 Room 8	**Bathroom**	**C**	**Baseboard**	**Tile**	**Multi-Color**	**Good**			**16.2 Positive**
194 Room 8	Bathroom	Floor	Floor	Tile	White				0.4 Negative
195 Room 8	Bathroom	A	Wall	Plaster	Blue (Light)				0 Negative
196 Room 8	Bathroom	B	Wall	Plaster	Blue (Light)				0 Negative
197 Room 8	Bathroom	C	Wall	Plaster	Blue (Light)				0 Negative
198 Room 8	Bathroom	D	Wall	Plaster	Blue (Light)				0 Negative
199 Room 8	Kitchen	A	Wall	Plaster	Yellow				0.4 Negative
200 Room 8	Kitchen	B	Wall	Plaster	Yellow				0.1 Negative
201 Room 8	Kitchen	C	Wall	Plaster	Yellow				0.3 Negative
202 Room 8	Kitchen	D	Wall	Plaster	Yellow				0.1 Negative
203 Room 8	Kitchen	B	Door	Wood	Blue (Light)				0.2 Negative
204 Room 8	Kitchen	B	Door Jamb	Wood	Yellow				0.1 Negative
205 Room 8	Kitchen	D	Window Sill	Wood	Yellow				0 Negative
206 Room 9	Bedroom	B	Window Sill	Wood	White				0 Negative
207 Room 9	Bedroom	B	Baseboard	Wood	White				0 Negative
208 Room 9	Bedroom	A	Wall	Plaster	White				0.4 Negative
209 Room 9	Bedroom	B	Wall	Plaster	White				0.1 Negative
210 Room 9	Bedroom	C	Wall	Plaster	White				0.3 Negative
211 Room 9	Bedroom	D	Wall	Plaster	White				0.3 Negative
212 Room 9	Kitchen	A	Wall	Plaster	White				0 Negative
213 Room 9	Kitchen	B	Wall	Plaster	White				0.1 Negative
214 Room 9	Kitchen	C	Wall	Plaster	White				0 Negative
215 Room 9	Kitchen	D	Wall	Plaster	White				0 Negative
216 Room 9	Kitchen	D	Window Sill	Wood	White				0 Negative
217 Room 9	Kitchen	A	Baseboard	Wood	White				0.4 Negative
218 Room 9	**Kitchen**	**B**	**Door Jamb**	**Wood**	**White**	**Good**			**2.5 Positive**
219 Room 9	Kitchen	D	sink support	Wood	White				0 Negative
220 Room 9	Kitchen	D	soffit	Drywall	White				0.1 Negative
221 Room 9	Bathroom	B	Door	Wood	White				0.3 Negative
222 Room 9	**Bathroom**	**B**	**Door Jamb**	**Wood**	**White**	**Good**			**1.7 Positive**
223 Room 9	Bathroom	D	Window Sill	Wood	White				0.1 Negative
224 Room 9	Bathroom	A	Wall	Plaster	White				0 Negative
225 Room 9	Bathroom	B	Wall	Plaster	White				0.1 Negative
226 Room 9	Bathroom	C	Wall	Plaster	White				0.1 Negative
227 Room 9	Bathroom	D	Wall	Plaster	White				0 Negative

228 Room 10	Bedroom	A	Wall	Plaster	White				0.1 Negative
229 Room 10	Bedroom	B	Wall	Plaster	White				0 Negative
230 Room 10	Bedroom	C	Wall	Plaster	White				0.3 Negative
231 Room 10	Bedroom	D	Wall	Plaster	White				0 Negative
232 Room 10	Bedroom	B	Baseboard	Wood	White				0.7 Negative
233 Cal Check									1.1 Pass
234 Cal Check									1.1 Pass
235 Cal Check									1.1 Pass
236 Blank Check									1.1 Pass
237 Blank Check									0 Pass
238 Blank Check									0 Pass
239 Blank Check									0 Pass
240 Room 10	Bedroom	B	Window Sill	Wood	White				0 Negative
241 Room 10	Bedroom	A	Wall	Plaster	White				0.2 Negative
242 Room 10	Bedroom	B	Wall	Plaster	White				0 Negative
243 Room 10	Bedroom	C	Wall	Plaster	White				0.3 Negative
244 Room 10	Bedroom	D	Wall	Plaster	White				0 Negative
245 Room 10	Bathroom	A	Wall	Plaster	White				0.1 Negative
246 Room 10	Bathroom	B	Wall	Plaster	White				0 Negative
247 Room 10	Bathroom	C	Wall	Plaster	White				0 Negative
248 Room 10	Bathroom	D	Wall	Plaster	White				0 Negative
249 Room 10	**Bathroom**	**B**	**Door**	**Wood**	**White**	**Fair**			**1.5 Positive**
250 Room 10	**Bathroom**	**B**	**Door Jamb**	**Wood**	**White**	**Fair**			**4.1 Positive**
251 Room 10	Bathroom	D	Window Sill	Wood	White				0.1 Negative
252 Room 10	Kitchen	D	Window Sill	Wood	White				0 Negative
253 Room 10	**Kitchen**	**B**	**Door Jamb**	**Wood**	**White**	**Fair**			**2.1 Positive**
254 Room 10	Kitchen	B	Baseboard	Wood	White				0.6 Negative
255 Room 10	Kitchen	A	Wall	Plaster	White				0 Negative
256 Room 10	Kitchen	B	Wall	Plaster	White				0 Negative
257 Room 10	Kitchen	C	Wall	Plaster	White				0.5 Negative
258 Room 10	Kitchen	D	Wall	Plaster	White				0.1 Negative
259 Room 11	Bedroom	A	Wall	Plaster	White				0.1 Negative
260 Room 11	Bedroom	B	Wall	Plaster	White				0.2 Negative
261 Room 11	Bedroom	C	Wall	Plaster	White				0.2 Negative
262 Room 11	Bedroom	D	Wall	Plaster	Yellow				0.1 Negative
263 Room 11	Bedroom	B	Window Sill	Wood	White				0 Negative
264 Room 11	Bedroom	B	Baseboard	Wood	White				0 Negative
265 Room 11	Bedroom	D	Closet Door	Wood	White				0 Negative

266	Room 11	Bedroom	D	Closet Door Jamb	Wood	White			0 Negative
267	Room 11	Bathroom	B	Door	Wood	White			0.4 Negative
268	Room 11	Bathroom	B	Door Jamb	Wood	White			0.4 Negative
269	**Room 11**	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Multi-Color**	**Good**		**43 Positive**
270	**Room 11**	**Bathroom**	**C**	**Baseboard**	**Tile**	**Multi-Color**	**Good**		**48 Positive**
271	Room 11	Bathroom	Floor	Floor	Tile	Gray			0.3 Negative
272	Room 11	Bathroom	A	Wall	Plaster	White			0 Negative
273	Room 11	Bathroom	B	Wall	Plaster	White			0.2 Negative
274	Room 11	Bathroom	C	Wall	Plaster	White			0 Negative
275	Room 11	Bathroom	D	Wall	Plaster	White			0 Negative
276	Room 11	Kitchen	A	Wall	Plaster	Pink			0 Negative
277	Room 11	Kitchen	B	Wall	Plaster	Pink			0 Negative
278	Room 11	Kitchen	C	Wall	Plaster	Pink			0.2 Negative
279	**Room 11**	**Kitchen**	**D**	**Wall**	**Plaster**	**Pink**	**Fair**	**Damaged**	**2.5 Positive**
280	Room 11	Kitchen	B	Baseboard	Wood	White			0.6 Negative
281	**Room 11**	**Kitchen**	**B**	**Door Jamb**	**Wood**	**White**	**Fair**	**Damaged**	**1.5 Positive**
282	Room 12	Bedroom	A	Door Jamb	Metal	Black			0 Negative
283	Room 12	Bedroom	A	Door	Wood	Brown			0 Negative
284	Room 12	Bedroom	A	Window Sill	Wood	White			0 Negative
285	Room 12	Bedroom	A	Baseboard	Wood	White			0 Negative
286	Room 12	Bedroom	C	Closet Door	Wood	White			0.2 Negative
287	Room 12	Bedroom	C	Closet Door Jamb	Wood	White			0.1 Negative
288	Room 12	Bedroom	A	Wall	Plaster	White			0.2 Negative
289	Room 12	Bedroom	B	Wall	Plaster	White			0.2 Negative
290	Room 12	Bedroom	C	Wall	Plaster	White			0 Negative
291	Room 12	Bedroom	D	Wall	Plaster	White			0.3 Negative
292	Room 12	Bedroom	Floor	Floor	Tile	Brown			0.2 Negative
293	Room 12	Kitchen	Floor	Floor	Tile	Tan			0 Negative
294	Room 12	Kitchen	C	Baseboard	Wood	White			0 Negative
295	Room 12	Kitchen	C	Window Sill	Wood	White			0 Negative
296	Room 12	Kitchen	B	Cabinet - Wall	Wood	White			0.1 Negative
297	Room 12	Kitchen	B	Cabinet Door	Wood	White			0 Negative
298	Room 12	Kitchen	A	Door Jamb	Wood	White			0.3 Negative
299	Room 12	Kitchen	A	Wall	Plaster	White			0 Negative
300	Room 12	Kitchen	B	Wall	Plaster	White			0 Negative
301	Room 12	Kitchen	C	Wall	Plaster	White			0.1 Negative
302	Room 12	Kitchen	D	Wall	Plaster	White			0.5 Negative
303	Room 12	Bathroom	A	Wall	Plaster	White			0 Negative

304 Room 12	Bathroom	B	Wall	Plaster	White			0 Negative
305 Room 12	Bathroom	C	Wall	Plaster	White			0 Negative
306 Room 12	Bathroom	D	Wall	Plaster	White			0 Negative
307 Room 12	Bathroom	B	Baseboard	Wood	White			0 Negative
308 Room 12	Bathroom	A	Door	Wood	White			0 Negative
309 Room 12	Bathroom	A	Door Jamb	Wood	White			0.2 Negative
310 Room 12	Bathroom	A	Window Sill	Wood	White			0 Negative
311 Room 12	Bathroom	D	Wall	Tile	White			0 Negative
312 Room 12	Bathroom	Floor	Floor	Tile	Brown			0 Negative
313 Room 14	Bedroom	A	Baseboard	Wood	White			0 Negative
314 Room 14	Bedroom	A	Window Sill	Wood	White			0 Negative
315 Room 14	Bedroom	C	Closet Door	Wood	White			0 Negative
316 Room 14	Bedroom	C	Closet Door Jamb	Wood	White			0.2 Negative
317 Room 14	Bedroom	A	Wall	Plaster	White			0 Negative
318 Room 14	Bedroom	B	Wall	Plaster	White			0.4 Negative
319 Room 14	Bedroom	C	Wall	Plaster	White			0 Negative
320 Room 14	Bedroom	D	Wall	Plaster	White			0.3 Negative
321 Room 14	Bathroom	A	Wall	Plaster	White			0.1 Negative
322 Room 14	Bathroom	B	Wall	Plaster	White			0.1 Negative
323 Room 14	Bathroom	C	Wall	Plaster	White			0.2 Negative
324 Room 14	Bathroom	D	Wall	Plaster	White			0 Negative
325 Room 14	**Bathroom**	**B**	**Wall**	**Tile**	**Beige**		**Good**	**6 Positive**
326 Room 14	Bathroom	A	Door	Wood	White			0 Negative
327 Room 14	Bathroom	A	Door Jamb	Wood	White			0.3 Negative
328 Room 14	Kitchen	A	Door Jamb	Wood	White			0.2 Negative
329 Room 14	Kitchen	C	Baseboard	Wood	White			0.6 Negative
330 Room 14	Kitchen	C	Window Sill	Wood	White			0 Negative
331 Room 14	**Kitchen**	**A**	**Wall**	**Tile**	**Beige**		**Good**	**7.1 Positive**
332 Room 14	Kitchen	Floor	Floor	Tile	Beige			0 Negative
333 Room 14	Kitchen	A	Wall	Plaster	White			0.1 Negative
334 Room 14	Kitchen	B	Wall	Plaster	White			0.5 Negative
335 Room 14	Kitchen	C	Wall	Plaster	White			0.2 Negative
336 Room 14	Kitchen	D	Wall	Plaster	White			0 Negative
337 Room 14	Kitchen	D	Shelves	Wood	White			0 Negative
338 Room 15	Bedroom	A	Window Sill	Wood	White			0 Negative
339 Room 15	Bedroom	A	Baseboard	Wood	White			0 Negative
340 Room 15	Bedroom	C	Closet Door Jamb	Wood	White			0.1 Negative
341 Room 15	Bedroom	A	Wall	Plaster	White			0.3 Negative

342 Room 15	Bedroom	B	Wall	Plaster	White			0 Negative
343 Room 15	Bedroom	C	Wall	Plaster	White			0.1 Negative
344 Room 15	Bedroom	D	Wall	Plaster	White			0.4 Negative
345 Room 15	Kitchen	A	Wall	Plaster	White			0.1 Negative
346 Room 15	Kitchen	B	Wall	Plaster	White			0.5 Negative
347 Room 15	Kitchen	C	Wall	Plaster	White			0.1 Negative
348 Room 15	Kitchen	D	Wall	Plaster	White			0.3 Negative
349 Room 15	Kitchen	A	Door Jamb	Wood	White			0 Negative
350 Room 15	Kitchen	C	Window Sill	Wood	White			0 Negative
351 Room 15	Kitchen	B	Shelves	Wood	White			0 Negative
352 Room 15	Bathroom	C	Window Sill	Wood	White			0.1 Negative
353 Room 15	Bathroom	A	Door	Wood	White			0.3 Negative
354 Room 15	Bathroom	A	Door Jamb	Wood	White			0.3 Negative
355 Room 15	**Bathroom**	**B**	**Wall**	**Tile**	**Beige**	**Good**		**5.5 Positive**
356 Room 15	Bathroom	B	Baseboard	Wood	White			0.8 Negative
357 Room 15	**Bathroom**	**Floor**	**Floor**	**Tile**	**Orange**	**Good**		**5.6 Positive**
358 Room 15	Bathroom	A	Wall	Plaster	White			0.5 Negative
359 Room 15	Bathroom	B	Wall	Plaster	White			0.6 Negative
360 Room 15	Bathroom	C	Wall	Plaster	White			0 Negative
361 Room 15	Bathroom	D	Wall	Plaster	White			0 Negative
362 Room 16	Bedroom	A	Wall	Plaster	White			0 Negative
363 Room 16	Bedroom	B	Wall	Plaster	White			0 Negative
364 Room 16	Bedroom	C	Wall	Plaster	White			0 Negative
365 Room 16	Bedroom	D	Wall	Plaster	White			0 Negative
366 Room 16	Bedroom	A	Baseboard	Wood	White			0 Negative
367 Room 16	Bedroom	A	Window Sill	Wood	White			0.1 Negative
368 Room 16	Bedroom	C	Closet Door Jamb	Wood	White			0.1 Negative
369 Room 16	Bedroom	Floor	Floor	Tile	Brown			0 Negative
370 Room 16	Bathroom	Floor	Floor	Tile	Brown			0 Negative
371 Room 16	**Bathroom**	**B**	**Wall**	**Tile**	**Beige**	**Good**		**7.2 Positive**
372 Room 16	Bathroom	D	Baseboard	Wood	White			0 Negative
373 Room 16	Bathroom	A	Door Jamb	Wood	White			0 Negative
374 Room 16	Bathroom	C	Window Sill	Wood	White			0 Negative
375 Room 16	Bathroom	A	Wall	Plaster	White			0.1 Negative
376 Room 16	Bathroom	B	Wall	Plaster	White			0.1 Negative
377 Room 16	Bathroom	C	Wall	Plaster	White			0 Negative
378 Room 16	Bathroom	D	Wall	Plaster	White			0 Negative
379 Room 16	Kitchen	A	Wall	Plaster	White			0.1 Negative

380 Room 16	Kitchen	B	Wall	Plaster	White				0.5 Negative
381 Room 16	Kitchen	C	Wall	Plaster	White				0.1 Negative
382 Room 16	Kitchen	D	Wall	Plaster	White				0 Negative
383 Room 16	Kitchen	C	Window Sill	Wood	White				0 Negative
384 Room 16	**Kitchen**	**D**	**Cabinet - Base**	**Wood**	**White**	**Fair**			**1.5 Positive**
385 Room 16	Kitchen	A	Door Jamb	Wood	White				0.1 Negative
386 Room 17	Bedroom	A	Window Sill	Wood	White				0 Negative
387 Room 17	Bedroom	A	Baseboard	Wood	White				0.3 Negative
388 Room 17	Bedroom	A	Wall	Plaster	White				0 Negative
389 Room 17	Bedroom	B	Wall	Plaster	White				0.2 Negative
390 Room 17	Bedroom	C	Wall	Plaster	White				0 Negative
391 Room 17	Bedroom	D	Wall	Plaster	White				0.2 Negative
392 Room 17	Bathroom	A	Wall	Plaster	White				0 Negative
393 Room 17	Bathroom	B	Wall	Plaster	White				0 Negative
394 Room 17	Bathroom	C	Wall	Plaster	White				0.1 Negative
395 Room 17	Bathroom	D	Wall	Plaster	White				0.5 Negative
396 Room 17	Bathroom	A	Door	Wood	White				0.2 Negative
397 Room 17	Bathroom	A	Door Jamb	Wood	White				0.2 Negative
398 Room 17	Bathroom	B	Shower Stall	Tile	Beige				0.2 Negative
399 Room 17	Bathroom	Floor	Floor	Tile	Beige				0.2 Negative
400 Storage Room		A	Door	Wood	Red				0.3 Negative
401 Storage Room		D	Cabinet - Wall	Wood	Red				0.1 Negative
402 Cal Check									1 Pass
403 Cal Check									1 Pass
404 Cal Check									1.1 Pass
405 Blank Check									0 Pass
406 Blank Check									0 Pass
407 Blank Check									0 Pass
408 Cal Check									0.8 Pass
409 Cal Check									1.1 Pass
410 Cal Check									0.9 Pass
411 Blank Check									0 Pass
412 Blank Check									0 Pass
413 Blank Check									0 Pass
414 Room 18	Bedroom	A	Wall	Plaster	White				0 Negative
415 Room 18	Bedroom	B	Wall	Plaster	White				0 Negative
416 Room 18	Bedroom	C	Wall	Plaster	White				0 Negative
417 Room 18	Bedroom	D	Wall	Plaster	White				0 Negative

418 Room 18	Bedroom	A	Window Sill	Wood	White					0.2 Negative
419 Room 18	**Bedroom**	**A**	**Baseboard**	**Wood**	**White**	**Fair**	**Fire Damage**			**1.4 Positive**
420 Room 18	Bathroom	A	Door	Wood	White					0 Negative
421 Room 18	Bathroom	A	Door Jamb	Wood	White					0.2 Negative
422 Room 18	**Bathroom**	**D**	**Shower Stall**	**Tile**	**Beige**	**Fair**	**Smoke Dama**			**5.6 Positive**
423 Room 18	Bathroom	C	Window Sill	Wood	White					0.1 Negative
424 Room 18	Bathroom	A	Wall	Plaster	White					0.1 Negative
425 Room 18	Bathroom	B	Wall	Plaster	White					0.4 Negative
426 Room 18	Bathroom	C	Wall	Plaster	White					0.1 Negative
427 Room 18	Bathroom	Floor	Floor	Tile	Orange					0.7 Negative
428 Room 18	Bedroom	Floor	Floor	Tile	Brown					0.3 Negative
429 Room 22	Bedroom	Floor	Floor	Tile	Brown					0.3 Negative
430 Room 22	Bedroom	A	Baseboard	Wood	Beige					0 Negative
431 Room 22	Bedroom	A	Window Sill	Wood	Beige					0 Negative
432 Room 22	Bedroom	C	drawer frame	Wood	Beige					0.1 Negative
433 Room 22	Bedroom	A	Wall	Plaster	Beige					0 Negative
434 Room 22	Bedroom	B	Wall	Plaster	Beige					0.4 Negative
435 Room 22	Bedroom	C	Wall	Plaster	Beige					0 Negative
436 Room 22	Bedroom	D	Wall	Plaster	Beige					0 Negative
437 Room 22	Bathroom	A	Wall	Plaster	White					0.1 Negative
438 Room 22	Bathroom	B	Wall	Plaster	White					0.4 Negative
439 Room 22	Bathroom	C	Wall	Plaster	White					0 Negative
440 Room 22	Bathroom	D	Wall	Plaster	White					0.1 Negative
441 Room 22	Bathroom	D	Shower Stall	Tile	Beige					0.3 Negative
442 Room 22	Bathroom	A	Door	Wood	White					0.1 Negative
443 Room 22	Bathroom	A	Door Jamb	Wood	White					0.3 Negative
444 Room 22	Bathroom	C	Window Sill	Wood	White					0 Negative
445 Room 23	Bedroom	D	Baseboard	Wood	Beige					0 Negative
446 Room 23	Bedroom	B	Chair Rail	Wood	Beige					0 Negative
447 Room 23	Bedroom	A	Door	Wood	Brown					0 Negative
448 Room 23	Bedroom	A	Door Jamb	Metal	Black					0.1 Negative
449 Room 23	Bedroom	A	Wall	Plaster	Beige					0 Negative
450 Room 23	Bedroom	B	Wall	Plaster	Beige					0 Negative
451 Room 23	Bedroom	C	Wall	Plaster	Beige					0 Negative
452 Room 23	Bedroom	D	Wall	Plaster	Beige					0.3 Negative
453 Room 23	Bathroom	A	Wall	Plaster	Beige					0 Negative
454 Room 23	Bathroom	B	Wall	Plaster	Beige					0.1 Negative
455 Room 23	Bathroom	C	Wall	Plaster	Beige					0.1 Negative

456 Room 23	Bathroom	D	Wall	Plaster	Beige					0.3 Negative
457 Room 23	**Bathroom**	**B**	**Shower Stall**	**Tile**	**Beige**	**Good**				**6.7 Positive**
458 Room 23	Bathroom	D	Toilet	Ceramic	Pink					0 Negative
459 Room 23	Bathroom	D	Sink	Ceramic	White					0.1 Negative
460 Room 23	Bathroom	A	Door	Wood	Beige					0.2 Negative
461 Room 23	Bathroom	A	Door Jamb	Wood	Beige					0.2 Negative
462 Room 24	Bedroom	A	Baseboard	Wood	Beige					0 Negative
463 Room 24	Bedroom	A	Window Sill	Wood	Black					0 Negative
464 Room 24	Bedroom	A	Wall	Plaster	Black					0 Negative
465 Room 24	Bedroom	B	Wall	Plaster	Black					0.2 Negative
466 Room 24	Bedroom	C	Wall	Plaster	Black					0.3 Negative
467 Room 24	Bedroom	D	Wall	Plaster	Black					0.2 Negative
468 Room 24	Bathroom	A	Wall	Plaster	Black					0.5 Negative
469 Room 24	Bathroom	B	Wall	Plaster	Black					0.2 Negative
470 Room 24	Bathroom	C	Wall	Plaster	Black					0 Negative
471 Room 24	Bathroom	D	Wall	Plaster	Black					0 Negative
472 Room 24	**Bathroom**	**D**	**Shower Stall**	**Tile**	**Black**	**Poor**	**Smoke Damag**			**6 Positive**
473 Room 24	Bathroom	Floor	Floor	Tile	Beige					0.1 Negative
474 Room 24	Bathroom	A	Door	Wood	Black					0.1 Negative
475 Room 24	**Bathroom**	**A**	**Door Jamb**	**Wood**	**Black**	**Poor**	**Smoke Damag**			**1 Positive**
476 Room 25	Bedroom	A	Baseboard	Wood	White					0 Negative
477 Room 25	Bedroom	A	Window Sill	Wood	White					0 Negative
478 Room 25	Bedroom	A	Wall	Plaster	White					0 Negative
479 Room 25	Bedroom	B	Wall	Plaster	White					0.2 Negative
480 Room 25	Bedroom	C	Wall	Plaster	White					0 Negative
481 Room 25	Bedroom	D	Wall	Plaster	White					0.3 Negative
482 Room 25	Bathroom	A	Wall	Plaster	White					0 Negative
483 Room 25	Bathroom	B	Wall	Plaster	White					0 Negative
484 Room 25	Bathroom	C	Wall	Plaster	White					0.3 Negative
485 Room 25	Bathroom	D	Wall	Plaster	White					0.2 Negative
486 Room 25	**Bathroom**	**B**	**Shower Stall**	**Tile**	**Beige**	**Good**				**5.5 Positive**
487 Room 25	Bathroom	Floor	Floor	Tile	Beige					0 Negative
488 Room 25	Bathroom	A	Door	Wood	White					0.2 Negative
489 Room 25	Bathroom	A	Door Jamb	Wood	White					0.1 Negative
490 Room 25	Bathroom	C	Window Sill	Wood	White					0 Negative
491 Room 26	Bedroom	C	Window Sill	Wood	White					0 Negative
492 Room 26	Bedroom	D	Baseboard	Wood	White					0 Negative
493 Room 26	Bedroom	A	Wall	Plaster	White					0.2 Negative

494 Room 26	Bedroom	B	Wall	Plaster	White					0 Negative
495 Room 26	Bedroom	C	Wall	Plaster	White					0.3 Negative
496 Room 26	Bedroom	D	Wall	Plaster	White					0.3 Negative
497 Room 26	**Bedroom**	**B**	**Cabinet Drawer**	**Wood**	**White**	**Fair**				**1.4 Positive**
498 Room 26	Bedroom	A	sink frame	Wood	White					0 Negative
499 Room 26	Bathroom	D	Door	Wood	White					0 Negative
500 Room 26	Bathroom	D	Door Jamb	Wood	White					0.1 Negative
501 Room 26	Bathroom	B	Window Sill	Wood	White					0 Negative
502 Room 26	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Beige**	**Good**				**6 Positive**
503 Room 26	Bathroom	A	Wall	Plaster	White					0.4 Negative
504 Room 26	Bathroom	B	Wall	Plaster	White					0 Negative
505 Room 26	Bathroom	C	Wall	Plaster	White					0 Negative
506 Room 26	Bathroom	D	Wall	Plaster	White					0 Negative
507 Room 27	Bedroom	A	Wall	Plaster	Black					0.3 Negative
508 Room 27	Bedroom	B	Wall	Plaster	Black					0.1 Negative
509 Room 27	Bedroom	C	Wall	Plaster	Black					0.3 Negative
510 Room 27	Bedroom	D	Wall	Plaster	Black					0 Negative
511 Room 27	Bedroom	D	Baseboard	Wood	Blue (Light)					0.9 Negative
512 Room 27	Bathroom	D	Door	Wood	Blue (Light)					0.1 Negative
513 Room 27	Bathroom	D	Door Jamb	Wood	Blue (Light)					0.1 Negative
514 Room 27	Bathroom	B	Window Sill	Wood	White					0 Negative
515 Room 27	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Beige**	**Poor**	**Smoke Damag**			**6 Positive**
516 Room 27	Bathroom	A	Wall	Plaster	Black					0 Negative
517 Room 27	Bathroom	B	Wall	Plaster	Black					0.2 Negative
518 Room 27	Bathroom	C	Wall	Plaster	Black					0.3 Negative
519 Room 27	Bathroom	D	Wall	Plaster	Black					0.2 Negative
520 Room 28	Bedroom	A	Wall	Plaster	White					0.3 Negative
521 Room 28	Bedroom	C	Wall	Plaster	White					0.3 Negative
522 Room 28	Bedroom	D	Wall	Plaster	White					0 Negative
523 Room 28	Bedroom	D	Baseboard	Wood	White					0.2 Negative
524 Room 28	Bedroom	B	Cabinet Drawer	Wood	White					0.5 Negative
525 Room 28	Bathroom	D	Door Jamb	Wood	White					0.3 Negative
526 Room 28	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Tan**	**Good**				**6.4 Positive**
527 Room 28	Bathroom	Floor	Floor	Tile	Tan					0.1 Negative
528 Room 28	Bathroom	A	Wall	Plaster	Blue (Light)					0 Negative
529 Room 28	Bathroom	B	Wall	Plaster	Blue (Light)					0.1 Negative
530 Room 28	Bathroom	C	Wall	Plaster	Blue (Light)					0 Negative
531 Room 28	Bathroom	D	Wall	Plaster	Blue (Light)					0 Negative

532 Room 29	Bedroom	A	Wall	Plaster	Beige			0.2 Negative
533 Room 29	Bedroom	B	Wall	Plaster	Beige			0 Negative
534 Room 29	Bedroom	C	Wall	Plaster	Beige			0.3 Negative
535 Room 29	Bedroom	D	Wall	Plaster	Beige			0 Negative
536 Room 29	Bedroom	D	Baseboard	Wood	Beige			0.1 Negative
537 Room 29	Bedroom	D	Window Sill	Wood	Beige			0 Negative
538 Room 29	Bedroom	B	Cabinet Drawer	Wood	Beige			0 Negative
539 Room 29	Bathroom	D	Door	Wood	Beige			0 Negative
540 Room 29	Bathroom	D	Door Jamb	Wood	Beige			0.1 Negative
541 Room 29	Bathroom	B	Window Sill	Wood	Beige			0 Negative
542 Room 29	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Beige**	**Good**		**5.2 Positive**
543 Room 29	Bathroom	Floor	Floor	Tile	Blue			0.2 Negative
544 Room 29	Bathroom	A	Wall	Plaster	Beige			0 Negative
545 Room 29	Bathroom	B	Wall	Plaster	Beige			0.1 Negative
546 Room 29	Bathroom	C	Wall	Plaster	Beige			0.4 Negative
547 Room 29	Bathroom	D	Wall	Plaster	Beige			0 Negative
548 Room 30	Bedroom	A	Wall	Plaster	White			0.4 Negative
549 Room 30	Bedroom	B	Wall	Plaster	White			0 Negative
550 Room 30	Bedroom	C	Wall	Plaster	White			0.3 Negative
551 Room 30	Bedroom	D	Wall	Plaster	White			0.2 Negative
552 Room 30	Bedroom	C	Door	Wood	White			0 Negative
553 Room 30	Bedroom	C	Door Casing	Wood	White			0 Negative
554 Room 30	Bedroom	C	Door Jamb	Wood	White			0 Negative
555 Room 30	Bedroom	D	Baseboard	Wood	White			0 Negative
556 Room 30	Bedroom	D	Window Sill	Wood	White			0 Negative
557 Room 30	Bedroom	Floor	Floor	Tile	Brown			0.3 Negative
558 Room 30	**Bathroom**	**Floor**	**Floor**	**Tile**	**Beige**	**Good**		**5.3 Positive**
559 Room 30	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Beige**	**Good**		**6.1 Positive**
560 Room 30	Bathroom	D	Door	Wood	White			0.2 Negative
561 Room 30	Bathroom	D	Door Jamb	Wood	White			0 Negative
562 Room 30	Bathroom	B	Window Sill	Wood	White			0 Negative
563 Room 30	Bathroom	A	Wall	Plaster	White			0.3 Negative
564 Room 30	Bathroom	B	Wall	Plaster	Blue			0.1 Negative
565 Room 30	Bathroom	C	Wall	Plaster	White			0 Negative
566 Room 30	Bathroom	D	Wall	Plaster	White			0 Negative
567 Room 31	Bedroom	A	Wall	Plaster	White			0.3 Negative
568 Room 31	Bedroom	B	Wall	Plaster	White			0.2 Negative
569 Room 31	Bedroom	C	Wall	Plaster	White			0.4 Negative

570 Room 31	Bedroom	D	Wall	Plaster	White				0.1 Negative
571 Room 31	Bedroom	D	Baseboard	Wood	White				0 Negative
572 Room 31	Bedroom	D	Window Sill	Wood	White				0 Negative
573 Room 31	Bathroom	B	Window Sill	Wood	White				0 Negative
574 Room 31	Bathroom	D	Door Jamb	Wood	White				0 Negative
575 Room 31	Bathroom	A	Shower Stall	Tile	Beige				0 Negative
576 Room 31	Bathroom	A	Wall	Plaster	White				0.1 Negative
577 Room 31	Bathroom	B	Wall	Plaster	White				0.2 Negative
578 Room 31	Bathroom	C	Wall	Plaster	White				0 Negative
579 Room 31	Bathroom	D	Wall	Plaster	White				0 Negative
580 Cal Check									1.1 Pass
581 Cal Check									1.2 Pass
582 Cal Check									1 Pass
583 Blank Check									0 Pass
584 Blank Check									0 Pass
585 Blank Check									0 Pass
586 Blank Check									0 Negative
587 Room 32	Bedroom	D	Door	Wood	Brown				0 Negative
588 Room 32	Bedroom	D	Door Jamb	Metal	Black				0.3 Negative
589 Room 32	Bedroom	A	Baseboard	Wood	White				0.4 Negative
590 Room 32	Bedroom	B	Cabinet Drawer	Wood	White				0 Negative
591 Room 32	Bedroom	A	Wall	Plaster	Beige				0.3 Negative
592 Room 32	Bedroom	B	Wall	Plaster	Beige				0 Negative
593 Room 32	Bedroom	C	Wall	Plaster	Beige				0 Negative
594 Room 32	Bedroom	D	Wall	Plaster	Beige				0 Negative
595 Room 32	Bathroom	A	Wall	Plaster	Beige				0.1 Negative
596 Room 32	Bathroom	B	Wall	Plaster	Beige				0.2 Negative
597 Room 32	Bathroom	C	Wall	Plaster	Beige				0.4 Negative
598 Room 32	Bathroom	D	Wall	Plaster	Beige				0.3 Negative
599 Room 32	Bathroom	C	Shower Stall	Tile	Brown				0.3 Negative
600 Room 32	**Bathroom**	**D**	**Baseboard**	**Tile**	**Beige**	**Good**			**8 Positive**
601 Room 32	Bathroom	Floor	Floor	Tile	Beige				0.4 Negative
602 Room 32	Bathroom	D	Door	Wood	Beige				0 Negative
603 Room 32	Bathroom	D	Door Jamb	Wood	Beige				0.2 Negative
604 Room 32	Bathroom	B	Window Sill	Wood	Beige				0 Negative
605 Room 33	Bedroom	D	Baseboard	Wood	White				0.4 Negative
606 Room 33	Bedroom	A	Wall	Plaster	White				0.3 Negative
607 Room 33	Bedroom	B	Wall	Plaster	White				0.1 Negative

608 Room 33	Bedroom	C	Wall	Plaster	White					0.4 Negative
609 Room 33	Bedroom	D	Wall	Plaster	White					0 Negative
610 Room 33	Bathroom	A	Wall	Plaster	White					0.1 Negative
611 Room 33	Bathroom	B	Wall	Plaster	White					0 Negative
612 Room 33	Bathroom	C	Wall	Plaster	White					0 Negative
613 Room 33	Bathroom	D	Wall	Plaster	White					0 Negative
614 Room 33	Bathroom	A	Shower Stall	Tile	Beige					0.1 Negative
615 Room 33	**Bathroom**	**D**	**Door**	**Wood**	**White**	**Fair**	**Damaged**			**1 Positive**
616 Room 33	Bathroom	D	Door Jamb	Wood	White					0.1 Negative
617 Room 33	Bathroom	B	Window Sill	Wood	White					0 Negative
618 Room 33	Bathroom	B	Trim	Wood	White					0.3 Negative
619 Room 34	Bedroom	D	Baseboard	Wood	White					0 Negative
620 Room 34	Bedroom	D	Window Sill	Wood	Beige					0 Negative
621 Room 34	Bedroom	A	Wall	Plaster	Beige					0.2 Negative
622 Room 34	Bedroom	B	Wall	Plaster	Beige					0 Negative
623 Room 34	Bedroom	C	Wall	Plaster	Beige					0.3 Negative
624 Room 34	Bedroom	D	Wall	Plaster	Beige					0 Negative
625 Room 34	Bathroom	A	Wall	Plaster	White					0.4 Negative
626 Room 34	Bathroom	B	Wall	Plaster	White					0.1 Negative
627 Room 34	Bathroom	C	Wall	Plaster	White					0.1 Negative
628 Room 34	Bathroom	D	Wall	Plaster	White					0.1 Negative
629 Room 34	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Beige**	**Good**				**6.1 Positive**
630 Room 34	Bathroom	Floor	Floor	Tile	Orange					0.9 Negative
631 Room 34	Bathroom	D	Door	Wood	White					0 Negative
632 Room 34	Bathroom	D	Door Jamb	Wood	White					0.1 Negative
633 Room 34	Bathroom	B	Window Sill	Wood	White					0 Negative
634 Room 35	Bedroom	D	Baseboard	Wood	White					0 Negative
635 Room 35	Bedroom	B	Cabinet Drawer	Wood	White					0.1 Negative
636 Room 35	Bedroom	D	window gate	Metal	Black					0 Negative
637 Room 35	Bedroom	A	Wall	Plaster	White					0.3 Negative
638 Room 35	Bedroom	B	Wall	Plaster	White					0 Negative
639 Room 35	Bedroom	C	Wall	Plaster	White					0.2 Negative
640 Room 35	Bedroom	D	Wall	Plaster	White					0 Negative
641 Room 35	Bathroom	A	Wall	Plaster	White					0.1 Negative
642 Room 35	Bathroom	B	Wall	Plaster	White					0.3 Negative
643 Room 35	Bathroom	C	Wall	Plaster	White					0 Negative
644 Room 35	Bathroom	D	Wall	Plaster	White					0 Negative
645 Room 35	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Beige**	**Good**				**5.6 Positive**

646 Room 35	Bathroom						
647 Room 35	Bathroom	D	Door	Tile	White		0.2 Negative
648 Room 35	Bathroom	D	Door Jamb	Wood	White		0.2 Negative
649 Room 35	Bathroom	B	Window Sill	Wood	White		0.2 Negative
650 Room 36	Bedroom	D	Window Sill	Wood	White		0 Negative
651 Room 36	Bedroom	D	Baseboard	Wood	White		0 Negative
652 Room 36	Bedroom	A	Wall	Plaster	White		0.2 Negative
653 Room 36	Bedroom	B	Wall	Plaster	White		0.1 Negative
654 Room 36	Bedroom	C	Wall	Plaster	White		0 Negative
655 Room 36	Bedroom	D	Wall	Plaster	White		0.2 Negative
656 Room 36	Bathroom	A	Wall	Plaster	White		0 Negative
657 Room 36	Bathroom	B	Wall	Plaster	White		0 Negative
658 Room 36	Bathroom	C	Wall	Plaster	White		0.1 Negative
659 Room 36	Bathroom	D	Wall	Plaster	White		0 Negative
660 Room 36	**Bathroom**	**C**	**Shower Stall**	**Tile**	**Beige**	**Good**	0.3 Negative
661 Room 36	Bathroom	D	Door	Wood	White		**4.6 Positive**
662 Room 36	Bathroom	D	Door Jamb	Wood	White		0.2 Negative
663 Room 36	Bathroom	B	Window Sill	Wood	White		0.3 Negative
664 Room 37	Bedroom	D	Window Sill	Wood	White		0 Negative
665 Room 37	Bedroom	D	Baseboard	Wood	White		0 Negative
666 Room 37	Bedroom	A	Wall	Plaster	White		0.3 Negative
667 Room 37	Bedroom	B	Wall	Plaster	White		0 Negative
668 Room 37	Bedroom	C	Wall	Plaster	White		0 Negative
669 Room 37	Bedroom	D	Wall	Plaster	White		0 Negative
670 Room 37	Bathroom	A	Wall	Plaster	White		0.1 Negative
671 Room 37	Bathroom	B	Wall	Plaster	White		0.2 Negative
672 Room 37	Bathroom	C	Wall	Plaster	White		0 Negative
673 Room 37	Bathroom	D	Wall	Plaster	White		0.1 Negative
674 Room 37	**Bathroom**	**A**	**Shower Stall**	**Tile**	**Beige**	**Good**	**5.8 Positive**
675 Room 37	Bathroom	D	Door	Wood	White		0.2 Negative
676 Room 37	Bathroom	D	Door Jamb	Wood	White		0.1 Negative
677 Room 37	Bathroom	B	Window Sill	Wood	White		0 Negative
678 Building 3	Exterior	C	Wall	Stucco	Beige		0 Negative
679 Building 3	Exterior	D	Wall	Stucco	Beige		0.1 Negative
680 Building 3	Exterior	A	Wall	Stucco	Beige		0.1 Negative
681 Building 3	Exterior	D	Eaves	Wood	Red		0.3 Negative
682 Building 3	Exterior	D	Rafter Tail	Wood	Red		0.3 Negative
683 Building 3	Exterior	D	Post	Wood	Red		0.6 Negative

684 Building 3	Exterior	D	Header Beam	Wood	Red				0.5 Negative
685 Building 3	Exterior	D	Fascia	Wood	Red				0.8 Negative
686 Building 2	Exterior	A	Fascia	Wood	Red				0.7 Negative
687 Building 2	Exterior	A	Rafter Tail	Wood	Red				0.8 Negative
688 Building 2	Exterior	A	Eaves	Wood	Red				0.5 Negative
689 Building 2	Exterior	A	Header Beam	Wood	Red				0.5 Negative
690 Building 2	Exterior	A	Post	Wood	Red				0.4 Negative
691 Building 2	Exterior	A	Wall	Stucco	Beige				0 Negative
692 Building 2	Exterior	B	Wall	Stucco	Beige				0.2 Negative
693 Building 2	Exterior	D	Wall	Stucco	Beige				0 Negative
694 Building 1	Exterior	B	Wall	Stucco	Beige				0.1 Negative
695 Building 1	Exterior	A	Wall	Stucco	Beige				0.1 Negative
696 Building 1	Exterior	D	Wall	Stucco	Beige				0 Negative
697 Building 1	**Exterior**	**B**	**Angle Supports**	**Wood**	**Red**	**Fair**	**Weathered**		**1 Positive**
698 Building 1	**Exterior**	**B**	**Eaves**	**Wood**	**Red**	**Fair**	**Weathered**		**1.2 Positive**
699 Building 4	Exterior	D	Eaves	Wood	Red				0 Negative
700 Building 4	Exterior	D	Fascia	Wood	Red				0 Negative
701 Building 4	Exterior	D	Rafter Tail	Wood	Red				0 Negative
702 Building 4	Exterior	D	Wall	Wood	Red				0 Negative
703 Building 4	Exterior	D	Window Frame	Wood	Red				0 Negative
704 Building 4	Exterior	C	Wall	Wood	Black				0.1 Negative
705 Building 4	Exterior	C	Eaves	Wood	White				0.3 Negative
706 Building 4	Exterior	C	Fascia	Wood	White				0.4 Negative
707 Building 4	Exterior	C	Door	Wood	White				0.1 Negative
708 Building 4	Exterior	C	Door Jamb	Wood	White				0.4 Negative
709 Building 4	Exterior	C	Wall	Stucco	Beige				0 Negative
710 Building 4	Exterior	B	Wall	Stucco	Beige				0 Negative
711 Building 4	Exterior	B	Trim	Wood	White				0.3 Negative
712 Building 4	Exterior	B	Window Sill	Wood	White				0.3 Negative
713 Building 4	Exterior	B	Window Casing	Wood	White				0.4 Negative
714 Building 4	Exterior	B	Header Beam	Wood	White				0.1 Negative
715 Building 4	Exterior	B	Door	Wood	White				0.2 Negative
716 Building 4	Exterior	B	Door Jamb	Wood	White				0 Negative
717 Building 4	Exterior	A	Wall	Wood	White				0 Negative
718 Cal Check									1.1 Pass
719 Cal Check									1.1 Pass
720 Cal Check									1 Pass
721 Blank Check									0 Pass

722	Blank Check									0 Pass
723	Blank Check									0 Pass
724	Cal Check									1.1 Pass
725	Cal Check									0.9 Pass
726	Cal Check									1.1 Pass
727	Blank Check									0 Pass
728	Blank Check									0 Pass
729	Blank Check									0 Pass
730	Mechanical E	Exterior	B	Wall	Stucco	White				0 Negative
731	Mechanical E	Exterior	C	Wall	Stucco	White				0 Negative
732	Mechanical E	Exterior	B	Door	Metal	White				0.1 Negative
733	Mechanical E	Exterior	B	Door Jamb	Metal	Red				0.2 Negative
734	Mechanical E	Mech Rm 1	A	Wall	Stucco	Beige				0.3 Negative
735	Mechanical E	Mech Rm 1	B	Wall	Stucco	Beige				0.3 Negative
736	Mechanical E	Mech Rm 1	C	Wall	Stucco	Beige				0.2 Negative
737	Mechanical E	Mech Rm 1	D	Wall	Stucco	Beige				0.3 Negative
738	Mechanical E	Mech Rm 1	B	Door Jamb	Metal	Red				0.1 Negative
739	Mechanical E	Mech Rm 2	B	Door Jamb	Metal	Red				0.2 Negative
740	Mechanical E	Mech Rm 2	A	Wall	Stucco	Beige				0 Negative
741	Mechanical E	Mech Rm 2	B	Wall	Stucco	Beige				0.3 Negative
742	Mechanical E	Mech Rm 2	C	Wall	Stucco	Beige				0.4 Negative
743	Mechanical E	Mech Rm 2	C	boiler	Metal	Silver				0.1 Negative
744	Building 2	Exterior	C	Wall	Stucco	Silver				0.1 Negative
745	Building 2	Exterior	C	Wall	Stucco	Silver				0.1 Negative
746	**Building 1**	**Exterior**	**D**	**Door**	**Wood**	**Beige**	**Poor**	**Flaking**		**6.6 Positive**
747	**Building 1**	**Exterior**	**D**	**Door Jamb**	**Wood**	**Beige**	**Poor**	**Flaking**		**1.4 Positive**
748	Mechanical E	Exterior	D	Wall	Stucco	Beige				0 Negative
749	Mechanical E	Exterior	D	louvered vent	Metal	Red				0.2 Negative
750	Office Bldg	Entry	A	Wall	Wood	White				0.3 Negative
751	Office Bldg	Entry	B	Wall	Wood	White				0 Negative
752	Office Bldg	Entry	C	Wall	Wood	White				0 Negative
753	Office Bldg	Entry	Ceiling	Wall	Wood	White				0.3 Negative
754	Office Bldg	Entry	B	Window Frame	Wood	White				0.2 Negative
755	Office Bldg	Entry	B	Door	Wood	White				0.1 Negative
756	Office Bldg	Entry	B	Door Jamb	Wood	White				0.2 Negative
757	Office Bldg	lobby	B	Door Jamb	Wood	White				0.2 Negative
758	Office Bldg	lobby	B	Door	Wood	White				0.1 Negative
759	Office Bldg	lobby	A	Window Frame	Wood	White				0.3 Negative

760	Office Bldg	lobby	A	Baseboard	Wood	White			0.5 Negative
761	Office Bldg	lobby	A	Baseboard	Wood	White			0.2 Negative
762	Office Bldg	lobby	A	Header Beam	Wood	White			0.3 Negative
763	Office Bldg	lobby	B	Wall	Wood	White			0 Negative
764	Office Bldg	lobby	C	Wall	Wood	White			0 Negative
765	Office Bldg	lobby	D	Wall	Wood	Red			0 Negative
766	Office Bldg	lobby	D	Door	Wood	Red			0.3 Negative
767	Office Bldg	lobby	D	Door Jamb	Wood	Red			0.3 Negative
768	Office Bldg	lobby	B	Wall	Plaster	White			0.1 Negative
769	Office Bldg	Bathroom 1	A	Wall	Plaster	White			0.5 Negative
770	Office Bldg	Bathroom 1	B	Wall	Plaster	White			0 Negative
771	Office Bldg	Bathroom 1	C	Wall	Plaster	White			0 Negative
772	Office Bldg	Bathroom 1	D	Wall	Plaster	White			0.5 Negative
773	Office Bldg	Bathroom 1	C	Door Jamb	Wood	White			0.6 Negative
774	Office Bldg	Bathroom 1	C	Door	Wood	Varnish			0.1 Negative
775	**Office Bldg**	**Bathroom 1**	**Floor**		**Tile**	**Brown**	**Good**		**5.4 Positive**
776	Office Bldg	Bathroom 1	B	Toilet	Ceramic	White			0.1 Negative
777	Office Bldg	Bathroom 1	B	Sink	Ceramic	White			0 Negative
778	Office Bldg	Office	A	Wall	Plaster	White			0.6 Negative
779	Office Bldg	Office	B	Wall	Plaster	White			0.1 Negative
780	Office Bldg	Office	C	Wall	Plaster	White			0.5 Negative
781	Office Bldg	Office	D	Wall	Plaster	White			0 Negative
782	Office Bldg	Office	B	Window Frame	Wood	White			0.4 Negative
783	Office Bldg	Office	B	Window Sash	Metal	White			0.4 Negative
784	Office Bldg	Office	B	Door Jamb	Wood	White			0.9 Negative
785	Office Bldg	Office	B	Door	Wood	Varnish			0.1 Negative
786	Office Bldg	Hallway	A	Wall	Plaster	White			0 Negative
787	Office Bldg	Hallway	B	Wall	Plaster	White			0 Negative
788	Office Bldg	Hallway	C	Wall	Plaster	White			0.1 Negative
789	Office Bldg	Hallway	D	Wall	Plaster	White			0.5 Negative
790	Office Bldg	Bathroom 2	A	Wall	Plaster	White			0 Negative
791	Office Bldg	Bathroom 2	B	Wall	Plaster	White			0 Negative
792	Office Bldg	Bathroom 2	C	Wall	Plaster	White			0.5 Negative
793	Office Bldg	Bathroom 2	D	Wall	Plaster	White			0.3 Negative
794	Office Bldg	Bathroom 2	D	Door Jamb	Wood	White			0.7 Negative
795	Office Bldg	Bathroom 2	A	Cabinet - Wall	Wood	White			0.6 Negative
796	Office Bldg	Bathroom 2	A	Cabinet Door	Wood	White			0.8 Negative
797	**Office Bldg**	**Bathroom 2 A**	**Counter Top**		**Tile**	**White**	**Good**		**22.3 Positive**

798 Office Bldg	Bathroom 2	A	Sink	Ceramic	White	Good	6.5 Positive
799 Office Bldg	Bathroom 2	A	Bathtub	Ceramic	White		0.5 Negative
800 Office Bldg	Bedroom 1	A	Wall	Plaster	White		0.5 Negative
801 Office Bldg	Bedroom 1	B	Wall	Plaster	White		0 Negative
802 Office Bldg	Bedroom 1	C	Wall	Plaster	White		0.4 Negative
803 Office Bldg	Bedroom 1	D	Wall	Plaster	White		0.7 Negative
804 Office Bldg	Bedroom 1	C	Baseboard	Wood	White		0.6 Negative
805 Office Bldg	Bedroom 1	C	Closet Door	Wood	White		0.7 Negative
806 Office Bldg	Bedroom 1	C	Closet Door Jamb	Wood	White		0.7 Negative
807 Office Bldg	Bedroom 1	C	Closet Shelf	Wood	White		0 Negative
808 Office Bldg	Bedroom 1	D	Door Jamb	Wood	White		0 Negative
809 Office Bldg	Bedroom 1	B	Window Frame	Wood	White		0.8 Negative
810 Office Bldg	Bedroom 1	B	Window Sash	Metal	White		0.3 Negative
811 Office Bldg	Kitchen	A	Wall	Plaster	White		0.6 Negative
812 Office Bldg	Kitchen	B	Wall	Plaster	White		0.6 Negative
813 Office Bldg	Kitchen	C	Wall	Plaster	White		0.1 Negative
814 Office Bldg	Kitchen	D	Wall	Plaster	White		0.1 Negative
815 Office Bldg	Kitchen	A	Cabinet - Wall	Wood	White		0.5 Negative
816 Office Bldg	Kitchen	A	Cabinet Door	Wood	White		0.8 Negative
817 Office Bldg	Kitchen	Ceiling	hvac register	Metal	White		0.1 Negative
818 Office Bldg	**Kitchen**	**C**	**Counter Top**	**Tile**	**Beige**	**Good**	**7.4 Positive**
819 Office Bldg	Living Room A		Wall	Plaster	White		0.5 Negative
820 Office Bldg	Living Room B		Wall	Plaster	White		0.5 Negative
821 Office Bldg	Living Room D		Wall	Plaster	White		0.2 Negative
822 Office Bldg	Living Room C		Wall	Wood	Beige		0 Negative
823 Office Bldg	Living Room C		Crown Molding	Wood	Beige		0 Negative
824 Office Bldg	Living Room C		Window Sill	Wood	White		0.6 Negative
825 Office Bldg	Living Room C		Window Frame	Wood	White		0.6 Negative
826 Office Bldg	Living Room C		Window Sash	Metal	White		0 Negative
827 Office Bldg	Patio	A	Wall	Drywall	Beige		0.1 Negative
828 Office Bldg	Patio	B	Wall	Drywall	Beige		0 Negative
829 Office Bldg	Patio	B	Wall	Stucco	Beige		0 Negative
830 Office Bldg	Patio	C	Wall	Wood	Red		0 Negative
831 Office Bldg	Patio	D	Wall	Drywall	Beige		0 Negative
832 Office Bldg	Patio	B	Sliding Door	Metal	White		0.3 Negative
833 Office Bldg	Patio	B	Door	Wood	White		0.3 Negative
834 Office Bldg	Patio	B	Door Jamb	Wood	White		0.3 Negative

835 Office Bldg	**Patio**	**B**	**Door Casing**	**Wood**	**White**					**1.1 Positive**	
836 Office Bldg	**Patio**	**D**	**Sink**	**Ceramic**	**White**		**Fair**			**25.2 Positive**	
837 Office Bldg	Patio	D	Window Sill	Wood	Beige		Good			0 Negative	
838 Office Bldg	Bedroom 2	A	Wall	Plaster	Beige					0 Negative	
839 Office Bldg	Bedroom 2	B	Wall	Plaster	Beige					0 Negative	
840 Office Bldg	Bedroom 2	C	Wall	Plaster	Beige					0.3 Negative	
841 Office Bldg	Bedroom 2	D	Wall	Plaster	Beige					0 Negative	
842 Office Bldg	Bedroom 2	C	Closet Door	Wood	Beige					0.8 Negative	
843 Office Bldg	Bedroom 2	C	Closet Door Jamb	Wood	Beige					0.4 Negative	
844 Office Bldg	Bedroom 2	C	Closet Shelf	Wood	Beige					0 Negative	
845 Office Bldg	**Bedroom 2**	**B**	**Door Jamb**	**Wood**	**Beige**		**Good**			**1 Positive**	
846 Office Bldg	Bedroom 2	B	Door	Wood	Varnish					0 Negative	
847 Office Bldg	Bedroom 2	D	Door Casing	Wood	White					0.1 Negative	
848 Office Bldg	Bathroom 3	B	Door Jamb	Wood	White					0 Negative	
849 Office Bldg	Bathroom 3	B	Door	Wood	White					0 Negative	
850 Office Bldg	Bathroom 3	A	Wall	Concrete	White					0.1 Negative	
851 Office Bldg	Bathroom 3	B	Wall	Drywall	Beige					0.1 Negative	
852 Office Bldg	Bathroom 3	C	Wall	Drywall	Beige					0 Negative	
853 Office Bldg	Bathroom 3	D	Wall	Drywall	Beige					0.1 Negative	
854 Office Bldg	Bathroom 3	D	Wall	Tile	Beige					0.1 Negative	
855 Office Bldg	Bathroom 3	D	Bathtub	Ceramic	White					0.2 Negative	
856 Office Bldg	Bathroom 3	D	Toilet	Ceramic	White					0 Negative	
857 Cal Check										1.1 Pass	
858 Cal Check										1.1 Pass	
859 Cal Check										1.1 Pass	
860 Blank Check										0 Pass	
861 Blank Check										0 Pass	
862 Blank Check										0 Pass	

11.3 8552 FORM

State of California—Health and Human Services Agency — California Department of Public Health

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 08/28/2024

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☑ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]	City	County	Zip Code
901 Union Ave.	Bakerfield	Kern	93307

Construction date (year) of structure	Type of structure	Children living in structure?
1937	☐ Multi-unit building ☐ School or daycare ☐ Single family dwelling ☑ Other Abandoned Motel	☐ Yes ☑ No ☐ Don't Know

Section 4 — Owner of Structure (if business/agency, list contact person)

Name	Telephone number
City of Bakersfield Code Enforcement - David Paquette	661-326-3948

Address [number, street, apartment (if applicable)]	City	State	Zip Code
1715 Chester Ave.	Bakersfield	CA	93301

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected ☑ Intact lead-based paint detected ☑ Deteriorated lead-based paint detected
☐ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name	Telephone number
Ryan Hester	661-885-5729

Address [number, street, apartment (if applicable)]	City	State	Zip Code
9003 Del Palma Dr.	Bakersfield	CA	93314

CDPH certification number	Signature	Date
LRC-00001949	Ryan Hester	09/06/2024

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specifc locations of each lead hazard or presence of lead-based paint;
B. Each testing method, device, and sampling procedure used;
C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

CDPH 8552 (8/19)

Attachment F
REQUIRED CERTIFICATIONS

Proposer shall complete, sign, and submit each of the four certifications below with its proposal, per RFP Section 7.1(f).

F-1. Non-Collusion Declaration

(Public Contract Code § 7106 form)

The undersigned, being first duly sworn, deposes and says that he/she is the [title] of [Proposer Name], the party making the foregoing proposal; that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal, or to refrain from proposing; that the Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the Proposer or any other proposer, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other proposer, or to secure any advantage against CAPK or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that the Proposer has not, directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, proposal depository, or to any member or agent thereof, or to any individual or group of individuals, to effectuate a collusive or sham proposal.

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

By (Signature): _____

F-2. Iran Contracting Act Certification

(Public Contract Code §§ 2202–2208 — applicable to contracts for goods or services of $1,000,000 or more)

By signing below, the undersigned certifies, on behalf of the Proposer identified below, that the Proposer is not identified on the current list of persons and entities engaged in investment activities in Iran maintained by the California Department of General Services pursuant to Public Contract Code § 2203(b), and is not a person described in Public Contract Code § 2202(d), unless the Proposer has obtained a waiver pursuant to Public Contract Code § 2203(c).

☐ The undersigned certifies as stated above.

☐ The undersigned cannot certify as stated above — explanation attached on a separate sheet, including any applicable waiver documentation.

By (Signature): _____

F-3. Debarment, Suspension, and Ineligibility Certification

(2 CFR Part 180; California Public Contract Code § 10285.1; and Labor Code §§ 1777.1 and 1777.7 (public works debarment))

The undersigned certifies, to the best of its knowledge, that the Proposer and its principals:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government department or agency;

(b) have not, within the preceding three (3) years, been convicted of, or had a civil judgment rendered against them for, commission of fraud, a criminal offense, violation of antitrust statutes, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, in connection with obtaining, attempting to obtain, or performing a public transaction or contract;

(c) are not presently indicted for, or otherwise criminally or civilly charged by a government entity with commission of, any of the offenses enumerated in paragraph (b); and

(d) have not, within the preceding three (3) years, had one or more public transactions (federal, state, or local) terminated for cause or default.

Where the Proposer is unable to certify to any of the statements in this certification, the Proposer shall attach an explanation to this proposal.

☐ The undersigned certifies without exception to (a) through (d) above.

☐ The undersigned cannot certify without exception — explanation attached on a separate sheet.

By (Signature): _____

F-4. Conflict-of-Interest Disclosure Form

(Per RFP Section 4.5 and CAPK's Accounting & Financial Policies and Procedures Manual, Code of Conduct in Purchasing)

The undersigned discloses the following actual or apparent conflicts of interest, if any, involving the Proposer or its officers, employees, or affiliates, and any CAPK officer, employee, Board member, or agent involved in this procurement (write “None” if not applicable):

_____

_____

The undersigned further certifies that neither the Proposer nor its affiliates participated in developing the specifications or requirements for this Project, including as the Project architect or engineer of record, and that no gratuities, favors, or items of value have been or will be offered to any CAPK officer, employee, Board member, or agent involved in this procurement.

Proposer / Firm Name: _____

By (Signature): _____
Name / Title: _____
Date: _____

Ramkabir Permanent Supportive Housing
Liquidated Damages Daily Rate Worksheet
901 Union Avenue, Bakersfield, CA 93307

SECTION 1 — Client Interim Housing / Relocation Cost	
Item	**Value**
Homekey+ Assisted Units potentially requiring interim housing	30
Interim housing / motel nightly rate per unit ($/night)	$129.81
Daily Client Interim Housing Cost	**$3,894**

SECTION 2 — Extended Project Management / Owner's CM Cost	
Item	**Value**
Total Estimated Construction Budget ($)	$11,067,175
Assumed annual owner's CM fee (% of construction budget)	3.0%
Daily Extended PM / CM Cost	**$910**

SECTION 3 — Insurance Carry Cost During Construction Delay	
Item	**Value**
Hard Construction Cost / Insured Value ($)	$8,721,650
Assumed annual builder's risk + GL premium (% of hard cost)	0.75%
Daily Insurance Carry Cost	**$179**

SECTION 4 — Construction Utilities Carry Cost	
Item	**Value**
Assumed monthly temporary construction utilities cost ($)	$500
Daily Construction Utilities Carry Cost	**$16**

DAILY LIQUIDATED DAMAGES RATE BUILD-UP	
Item	**Value**
Client Interim Housing / Relocation Cost	$3,900
Extended Project Management / CM Cost	$910
Insurance Carry Cost	$179
Construction Utilities Carry Cost	$16
DAILY LIQUIDATED DAMAGES RATE	**$5,000**

FINAL COMPLETION DAILY RATE (excludes client-housing cost — units already occupied at Substantial Completion)	
Item	**Value**
Extended Project Management / CM Cost	$905
Insurance Carry Cost	$179
Construction Utilities Carry Cost	$16
FINAL COMPLETION DAILY LD RATE	**$1,100**

ADDENDUM NO. 1

RFP-OPS-2026-006 — Ramkabir Permanent Supportive Housing Project
General Contractor Services | Community Action Partnership of Kern

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Date of Issuance: August 13, 2026
Issued by: Elizabeth Garcia-Vargas, Procurement Supervisor, procurement@capk.org
Proposal Due Date: UNCHANGED — September 8, 2026, 2:00 p.m.
Vendor Question Deadline: UNCHANGED — August 25, 2026, 5:00 p.m.

This Addendum modifies RFP-OPS-2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP remain unchanged and in full force. **Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document and include the signed acknowledgment with its proposal. Failure to acknowledge an addendum may render a proposal non-responsive.**

ITEM 1 — Differing Site Conditions (NEW)

The following new Article is **ADDED** to Attachment B, Form of Construction Contract, and is incorporated into the RFP as a Key Contract Term under Section X.A:

> DIFFERING SITE CONDITIONS. (a) If the Contractor encounters (i) subsurface or otherwise concealed physical conditions at the Site that differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in work of the character provided for in the Contract Documents, the Contractor shall give written notice to CAPK and the Architect promptly, and in no event later than seven (7) days after the condition is first observed, and before the condition is disturbed.
>
> (b) CAPK, with the Architect, will promptly investigate the condition. If CAPK determines that the condition differs materially and causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work, CAPK shall issue a written change order adjusting the Contract Sum, the Contract Time, or both. Adjustments to the Contract Sum shall be limited to documented actual cost plus the fixed overhead-and-profit markup stated in the Contract Documents; CAPK does not use cost-plus-a-percentage-of-cost pricing.
>
> (c) No adjustment will be made to the extent the condition was disclosed in, or is reasonably inferable from, the Contract Documents, including the hazardous-materials surveys at Attachment E.
>
> (d) The inclusion of the hazardous-materials surveys at Attachment E in the Contract Documents does not, of itself, render every physical condition at the Site foreseeable for purposes of this Article or of the Excusable Delay provisions of this Contract.

ITEM 2 — Excusable Delay and Time Extensions (REPLACED)

Section XI of the RFP, under the heading "Excusable Delay and Time Extensions," and the corresponding Excusable Delay provision of Attachment B, are **DELETED IN THEIR ENTIRETY AND REPLACED** with the following:

> EXCUSABLE DELAY AND TIME EXTENSIONS. The Contractor's sole remedy for excusable delay is an extension of the Contract Time by written change order. A delay is excusable if it is beyond the Contractor's control, is not concurrent with a Contractor-caused delay, and is not caused by the Contractor's acts or omissions. Without limiting the foregoing, the following constitute excusable delay when they satisfy those conditions: (i) a differing site condition for which an adjustment is granted under the Differing Site Conditions Article; (ii) delay in the issuance of a permit, inspection, Certificate of Occupancy, or Temporary Certificate of Occupancy by the City of Bakersfield that is not attributable to the Contractor's acts, omissions, or incomplete or non-conforming Work; (iii) changes in the Work directed by CAPK; and (iv) fire, flood, epidemic, governmental order, or other event of force majeure.
>
> Consistent with the Homekey+ Notice of Funding Availability, ordinary weather, construction labor shortages, and supply-chain conditions do not constitute excusable delay. A written request for extension, with supporting critical-path schedule analysis demonstrating the impact to the Contract Completion Date, must be submitted within seven (7) days of the event or the claim is waived.
>
> An excusable delay entitles the Contractor to an extension of the Contract Time only. The Contractor is not entitled to delay damages, extended field or home-office overhead, lost productivity, or other compensation for delay, except where the delay arises from a differing site condition or a change in the Work directed by CAPK, in which case the adjustment is limited to the change-order pricing rules of the Contract.

ITEM 3 — Liquidated Damages (REVISED)

Following further analysis of CAPK's actual delay costs, including the availability of veteran housing vouchers for a portion of the assisted units and CAPK's funding of project-management and insurance costs through its normal operating budget, the liquidated-damages provisions are revised as follows.

3.1 Daily rate for Substantial Completion.

In Section XI of the RFP and in the Liquidated Damages provision of Attachment B, the amount "*$5,000 per calendar day*" is **DELETED** and replaced with "*$1,966 per calendar day*." The revised rate is derived from the Liquidated Damages Worksheet reissued as Attachment G with this Addendum.

3.2 Damages recital conformed.

The "Acknowledgment of Damages" recital in Section XI of the RFP, and the corresponding recital in Attachment B, are **DELETED AND REPLACED** with the following:

> Acknowledgment of Damages. The parties acknowledge and agree that if the Contractor fails to achieve Substantial Completion by the Contract Completion Date, CAPK will sustain substantial damages that are, and will be, extremely difficult and impractical to ascertain with precision. Such damages include, without limitation: the cost of providing clients interim housing (motel or other

temporary living space) each day until the units can be occupied; extended construction-utilities carrying costs; lost or delayed operating subsidies and rental revenue for the supportive-housing units; the delayed delivery of housing to a vulnerable population; and material jeopardy to time-limited Homekey+ grant funding, which is subject to fixed state deadlines and potential deobligation or recapture by the California Department of Housing and Community Development. Accordingly, the parties agree that the liquidated-damages amount set forth below represents a reasonable estimate, made as of the date of contract formation, of the damages CAPK would suffer from delayed completion, and does not constitute a penalty.

3.3 Final Completion liquidated damages deleted.

The provision assessing liquidated damages of $1,100 per calendar day for delay in achieving Final Completion is **DELETED IN ITS ENTIRETY**. No liquidated damages are assessed for delay in achieving Final Completion. The Final Completion Date remains a Contract requirement, and failure to achieve Final Completion remains a basis for termination for default and for the withholding of retention and final payment as provided below.

3.4 Retention conditioned on closeout.

Section X.A.v of the RFP and the Retention provision of Attachment B are **SUPPLEMENTED** by the following:

> Retention in the amount of five percent (5%) of each progress payment shall be withheld and shall not be released until the Contractor has achieved Final Completion, including closure of all punch-list items and delivery to CAPK of all closeout submittals required by the Contract Documents — as-built drawings, warranties, operation and maintenance manuals, final unconditional lien releases from the Contractor and all subcontractors and suppliers, and all certified payroll records required for prevailing-wage compliance. Release of retention is otherwise governed by applicable law.

3.5 Attachment G reissued.

The Liquidated Damages Worksheet at Attachment G is reissued with this Addendum and supersedes the version issued with the RFP. Proposers shall rely on the reissued Attachment G.

ITEM 4 — Owner Allowances Deleted (CORRECTION)

Owner Allowances are not used in this procurement. No Attachment I was issued. All abatement, fire-damage restoration, and structural/seismic scope shown in the Construction Documents is included in the firm base lump sum, and the Differing Site Conditions Article added by Item 1 is the adjustment mechanism. The following corrections are made:

- Section VI.E is revised to read: "The cost proposal (lump sum, with the unit prices required by the forms, including a separately-stated site-security line item and a per-guard-hour unit rate per Section II above);" — the words "and allowances" are deleted.
- Section IX.B, Evaluation Criterion 3, is revised to read: "Price (lump sum and unit prices)" — the words "with allowances and" are deleted. The point value for this criterion is unchanged.
- Attachment C, Cost Proposal Form C-1: the paragraph beginning "Owner Allowances are carried in the Contract Sum..." is deleted in its entirety; the line "Base Lump Sum Proposal" is revised to read "Base Lump Sum Proposal (Sections 2.1–2.8 scope, exclusive of Site Security below)"; and the total line is

revised to read "TOTAL BASE PROPOSAL (Base Lump Sum + Builder's Risk + Site Security Lump Sum)". A replacement Attachment C is issued with this Addendum and must be used.

- All references in the RFP to "Attachment I" are deleted. No Attachment I exists.

ITEM 5 — Evaluation Criterion 6, Title Conformed (CORRECTION)

The point values and weighting of all evaluation criteria in Section IX.B are UNCHANGED. The title of Criterion 6 is conformed to Section VI.G of the RFP as follows:

#	Evaluation Criterion — as revised	Max Points
6	Small, Local, and Veteran Business Participation / Subcontracting Outreach Plan	5 (unchanged)

ITEM 6 — Substantial Completion by Temporary Certificate of Occupancy (CLARIFICATION)

For the avoidance of doubt, and as already provided in Section X.A.i, Substantial Completion is achieved upon issuance of either a Certificate of Occupancy or a Temporary Certificate of Occupancy by the City of Bakersfield Building Department for all units, subject only to a punch list of minor items that do not prevent occupancy. A full Certificate of Occupancy is not required to achieve Substantial Completion or to stop the accrual of liquidated damages.

ATTACHMENTS TO THIS ADDENDUM

- Attachment C (replacement) — Proposal Forms, cost proposal form revised per Item 4.
- Attachment G (reissued) — Liquidated Damages Worksheet supporting the revised rate per Item 3.

ACKNOWLEDGMENT OF ADDENDUM NO. 1

The undersigned acknowledges receipt of Addendum No. 1 to RFP-OPS-2026-006 and confirms that its proposal is based upon the RFP as modified by this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

ATTACHMENT C

REPLACEMENT — ISSUED WITH ADDENDUM NO. 1

This Attachment C replaces the Attachment C issued with the RFP and must be used. The prior version referred to Owner Allowances and to an "Attachment I" that was not issued. Owner Allowances are not used in this procurement.

Each proposal shall include, in the order required by RFP Section 7.1, the following completed forms. Use additional sheets as needed; all forms must be signed by an individual authorized to bind the Proposer.

C-1. Cost Proposal Form

Proposer shall submit the cost proposal below, in accordance with RFP Section 10.

All Work shown in the Contract Documents — including hazardous-materials abatement, fire-damage restoration, and seismic/structural retrofit — is detailed in the Contract Documents and shall be priced within the firm base lump sum. Genuinely concealed or unknown physical conditions are addressed by the Differing Site Conditions provision of the Contract added by Addendum No. 1, and are adjusted by change order to documented actual cost plus the fixed overhead-and-profit markup, with an adjustment of the Contract Time where warranted.

Base Lump Sum Proposal (all Work in Sections 2.1–2.8, including hazardous-materials abatement, fire-damage restoration, and seismic/structural retrofit as detailed in the Contract Documents; exclusive of Builder's Risk and Site Security below)	$
Builder's Risk Insurance	$
Site Security — Lump Sum, base coverage per Section 2.8 minimum standard, for the Contract Time	$
Site Security — Per-Guard-Hour Unit Rate (for CAPK-directed adjustment by change order)	$ / hour
TOTAL BASE PROPOSAL (Base Lump Sum + Builder's Risk + Site Security Lump Sum)	**$**

Alternates (if any are requested by Addendum):

_____

_____

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

C-2. References Form

Provide at least three (3) verifiable references for comparable, completed, on-time projects within the last seven (7) years, preferably occupied or adaptive-reuse residential rehabilitation or permanent supportive / affordable housing, including at least one completed on a fixed, deadline-driven schedule. Attach additional sheets for more than three references.

Ref. No.	Project Name / Address	Owner / Client Contact (Name, Phone, Email)	Contract Value	NTP Date	Substantial Completion Date	LDs Assessed? (Y/N)
1						
2						
3						

Briefly describe the comparable scope of work for each reference listed above (attach additional sheets as needed):

Reference 1: _____

Reference 2: _____

Reference 3: _____

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

Community Action Partnership of Kern

Ramkabir Permanent Suportive Housing

Liquidated Damages Daily Rate Worksheet

901 Union Avenue, Bakersfield, CA 93307 | Procurement File

SECTION 1 — Client Interim Housing / Relocation Cost	
Item	**Value**
Homekey+ Assisted Units potentially requiring interim housing	15
Interim housing / motel nightly rate per unit ($/night)	$130
Daily Client Interim Housing Cost	**$1,950**

SECTION 2 — Construction Utilities Carry Cost	
Item	**Value**
Assumed monthly temporary construction utilities cost ($)	$500
Daily Construction Utilities Carry Cost	**$16**

DAILY LIQUIDATED DAMAGES RATE BUILD-UP	
Item	**Value**
Client Interim Housing / Relocation Cost	$1,950
Construction Utilities Carry Cost	$16
DAILY LIQUIDATED DAMAGES RATE	**$1,966**

Community Action Partnership of Kern

ADDENDUM NO. 2

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services | Community Action Partnership of Kern

Date of Issuance:	September 1, 2026
Issued by:	Elizabeth Garcia-Vargas, Procurement Supervisor, procurement@capk.org
Proposal Due Date:	**Wednesday, September 9, 2026, 2:00 p.m. — see Item 1**
Vendor Question Deadline:	CLOSED — August 25, 2026, 5:00 p.m.

This Addendum modifies RFP OPS 2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP, as previously modified by Addendum No. 1, remain unchanged and in full force. Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document and include the signed acknowledgment with its proposal. Failure to acknowledge an addendum may render a proposal non-responsive.

Proposers are directed to Item 2 below. This Addendum supersedes portions of RFI Response No. Bid Document 'A'-001 dated August 28, 2026 — specifically Item 1 in part (temporary power), Items 16 through 21 (equipment, furniture, and fixtures), Items 23, 37, and 39 (roof tile), and Item 44 (price scoring). It also adds a required unit-price line to Attachment C, Form C-1 (Item 9.5). Any proposer that has priced the Work in reliance on those responses must revise its pricing to conform to this Addendum.

ITEM 1 — PROPOSAL DUE DATE (FORMALIZED)

The Proposal Due Date is REVISED from 2:00 p.m., September 8, 2026 to 2:00 p.m., Wednesday, September 9, 2026. Proposals shall be delivered in accordance with the Proposal Submission Information in the RFP; the place and manner of delivery are unchanged.

This one-day extension was first announced in the response to Item 43 of RFI Response No. Bid Document 'A'-001. Because that document states on its face that it is a clarification only and does not modify the Construction Documents, and because RFI responses are not Contract Documents under the Order of Precedence set forth in Attachment B, the revised due date is established by this Addendum and by no other instrument.

ITEM 2 — STATUS OF RFI RESPONSE NO. BID DOCUMENT 'A'-001 (CLARIFICATION)

RFI Response No. Bid Document 'A'-001, dated August 28, 2026, states: "This RFI Response is a clarification only and does NOT MODIFY the construction documents dated 08-10-2026." That statement is correct and is confirmed. Responses to requests for information are not Contract Documents and do not appear in the Order of Precedence established by Attachment B, Form of Construction Contract.

Accordingly, where any RFI response conflicts with the Construction Documents, the RFP, or this Addendum, this Addendum governs. The following responses in RFI Response No. Bid Document 'A'-001 are SUPERSEDED IN THEIR ENTIRETY and shall not be relied upon:

(a) Items 16, 17, 18, 19, 20, and 21 (equipment, furniture, and fixtures) — superseded by Items 3 and 4 of this Addendum.

(b) Items 23, 37, and 39 (roof tile), to the extent they direct proposers to submit a bid for salvaged and reinstalled tile together with an alternative bid for all-new tile — superseded by Item 6 of this Addendum. No alternate bid is requested.

(c) Item 44 (price scoring) — superseded and answered in full by Item 7 of this Addendum.

(d) Item 1 (temporary power), as to the direction to draw temporary power from the northwest corner of the property — superseded by Item 9 of this Addendum. The balance of the response to Item 1, concerning permanent service routed underground from the southeast corner, stands.

The responses to Items 15 and 47 are corrected as to sheet reference only, at Item 3.5 below. The responses to Items 3 and 7 are clarified, as to temporary power only, at Item 9.8 below. All other responses in RFI Response No. Bid Document ‘A’-001 stand as clarifications of the Contract Documents.

ITEM 3 — EQUIPMENT, FURNITURE, AND FIXTURES: RESPONSIBILITY FOR FURNISHING AND INSTALLATION (REVISED)

3.1 Correction of the record.

Note 2 of the EQUIPMENT NOTES appears verbatim and identically on the Equipment and Furniture Plan of every building in the Bid Set dated August 10, 2026, and reads:

> **"2. ALL FIXTURES ARE TO BE PROVIDED BY OWNER AND INSTALLED BY CONTRACTOR UNLESS NOTED OTHERWISE."**

No sheet in any building set states that fixtures are contractor-financed. The responses to Items 16, 17, 18, and 20 of the RFI Response, which state that "all fixtures are contractor financed and installed," are inconsistent with the drawings they cite and with the responses to Items 19 and 21 of the same document. The requirement is stated at Section 3.3 below and nowhere else.

3.2 Corrected sheet references.

The Equipment and Furniture Plan does not carry the same sheet number in every building. Proposers shall use the following:

Building	Equipment & Furniture Plan sheet(s)	Equipment Schedule marks	Furniture Schedule marks
100	A812	1 through 9 (diamond)	A through N (circle)
200	A813 and A814	1 through 11 (diamond)	A through N (circle)
300	A813 and A814	1 through 11 (diamond)	A through N (circle)
400	A812	1 through 4 (diamond)	1 through 7 (circle)

For the avoidance of doubt:

(a) No sheet A813 is issued for Building 100 or for Building 400. The Equipment and Furniture Plan for each of those buildings is sheet A812.

(b) Sheet A812 in the Building 200 set and sheet A812 in the Building 300 set are interior-elevation and finish-legend sheets. Neither contains EQUIPMENT NOTES, an EQUIPMENT SCHEDULE, or a FURNITURE SCHEDULE. References in the RFI Response to "Equipment and Furniture Plan sheet A812" are incorrect as to Buildings 200 and 300.

(c) The SHEET INDEX on sheet T100 does not agree with the sheets as issued in the Building 200, Building 300, and Building 400 sets. The Building 200 index lists the Equipment & Furniture Plan as A912; the Building 300 index lists it as A812 and A813; the Building 400 index lists it as A911. The sheets as issued govern. In the Building 400 set, the index titles for sheets A410 through A910 are likewise offset from the

sheets as issued, and proposers shall rely on the sheets themselves. The Building 100 index is correct as issued.

(d) Where the SHEET INDEX and an issued sheet conflict, the issued sheet governs.

3.3 EQUIPMENT NOTES, Note 2, deleted and replaced.

Note 2 of the EQUIPMENT NOTES on Building 100 sheet A812, Building 200 sheets A813 and A814, Building 300 sheets A813 and A814, and Building 400 sheet A812 is DELETED IN ITS ENTIRETY AND REPLACED with the following:

> **2. RESPONSIBILITY FOR FURNISHING AND INSTALLATION.**
>
> (a) All items listed in the EQUIPMENT SCHEDULE on this sheet are CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED. The Contractor shall furnish, deliver, store, protect, install, connect, test, and place in operating condition each item so listed, together with all rough-in, backing, blocking, anchorage, venting, ducting, plumbing, gas, electrical, and low-voltage work required for a complete and operating installation, whether or not that supporting work is separately detailed. The cost of these items and of their installation is included in the Base Lump Sum.
>
> (b) All items listed in the FURNITURE SCHEDULE on this sheet are OWNER FURNISHED AND OWNER INSTALLED and are not in the Contractor's scope of Work, EXCEPT that wood window blinds — Furniture Schedule mark "N" on Building 100 sheet A812 and on Building 200 and Building 300 sheets A813 and A814 — are CONTRACTOR FURNISHED AND CONTRACTOR INSTALLED.
>
> (c) Notwithstanding paragraph (b), the Contractor shall provide all in-wall blocking, backing, anchorage, receptacles, data outlets, and rough-in shown or reasonably required to receive Owner-furnished furniture, including wall-mounted televisions at Furniture Schedule mark "J."
>
> (d) No item shown in the Contract Documents is Owner Furnished / Contractor Installed. The designation "OFCI" is not used on this Project.
>
> (e) Where an item appears both in a schedule on this sheet and on the plumbing, mechanical, or electrical drawings, the Contractor's obligation to furnish and install that item is not thereby reduced. Refer to those drawings for equipment-specific requirements.

3.4 Building 400 schedule marks — symbol governs.

On Building 400 sheet A812 the EQUIPMENT SCHEDULE marks (1 through 4) and the FURNITURE SCHEDULE marks (1 through 7) use the same numerals. The marks are distinguished by symbol: a DIAMOND denotes the Equipment Schedule; a CIRCLE denotes the Furniture Schedule. Building 400 Equipment Schedule marks 1 through 4 are Contractor furnished and installed. Building 400 Furniture Schedule marks 1 through 7 are Owner furnished and Owner installed.

3.5 Window coverings — sheet reference corrected.

The responses to Items 15 and 47 of the RFI Response refer window coverings to "Equipment and Furniture Plan sheet A812 under 'Furniture Schedule' note 'N'." That reference is correct for Building 100 and incorrect for Buildings 200 and 300, where mark "N" appears on sheets A813 and A814. The substance of those responses is confirmed: window blinds are manually operated, no motorized shades are required, and no shade motors, controllers, wall switches, transformers, control wiring, or associated raceways are required. Per Section 3.3(b) above, the blinds are Contractor furnished and Contractor installed.

ITEM 4 — RESPONSIBILITY MATRIX (NEW)

The following matrix is added to the Contract Documents and controls the furnishing and installation responsibility for every scheduled mark. "CFCI" means Contractor Furnished and Contractor Installed. "OFOI"

means Owner Furnished and Owner Installed. Model numbers are reproduced from the schedules for identification only; the schedules govern as to product, size, finish, and color.

Buildings 100, 200, and 300 — Equipment Schedule

Building 100, sheet A812: marks 1 through 9 only. Buildings 200 and 300, sheets A813 and A814: marks 1 through 11.

Mark	Item	Responsibility
1	Tankless water heater — by "Chronomite" — see electrical plan	**CFCI**
2	20 1/2" x 14 1/8" 2-burner cooktop — by "Empava" — Model No. EMPV-IDC12B2 — black	**CFCI**
3	23.19" x 21.50" refrigerator/freezer — by "Whirlpool" — Model No. WRT316SFDM — stainless steel (see note following this table)	**CFCI**
4	30" x 25" microwave hood — by "Whirlpool" — Model No. WMH31017H — stainless steel	**CFCI**
5	21 3/4" x 18 5/16" microwave oven — by "Whirlpool" — Model No. WMCS7022RW — stainless steel	**CFCI**
6	36" x 36" "ADA" range hood — by "Hauslane" — Model No. PRO500, with motion control and smart-phone compatibility — stainless steel	**CFCI**
7	60" x 34" accessible roll-in shower — by "Aquatic Advantage" — Model No. 1603BFST — white	**CFCI**
8	36" x 36" shower insert — by "Delta" — Model Nos. B12135-3636-WH and B12205-3636-WH — white	**CFCI**
9	A/C unit — see electrical plan	**CFCI**
10	20" x 20" stainless steel single-bowl drop-in sink — by "Elkay" — Model No. DPC1202010 (Buildings 200 and 300 only)	**CFCI**
11	60" x 32" alcove bathtub — by "Kohler" — Model No. K-26108-RA, style "Entity," white (Buildings 200 and 300 only)	**CFCI**

Note to Mark 3. The refrigerator/freezer is shown as Model No. "WRT316SFDM" on Building 100 sheet A812 and as Model No. "WRT316SFD" on Building 200 and Building 300 sheets A813 and A814. Proposers shall bid Whirlpool Model No. WRT316SFDM, or an "or equal" approved by the Architect, uniformly across Buildings 100, 200, and 300.

Buildings 100, 200, and 300 — Furniture Schedule

Mark	Item	Responsibility
A	48" x 20" drawer desk — by "Montego" — Model No. 1121-1-482030-PL-8298K	**OFOI**
B	Under-bedframe 36" x 16" 2-drawer chest — by "Montego" — Model No. 1119-LTS-361618-PL-8298K	**OFOI**
C	Twin XL memory foam mattress — by "Lux" — Model No. 9010TX-3XFM-398008	**OFOI**
D	Full size memory foam mattress — by "Lux" — Model No. 9010F-3XFM-547508	**OFOI**
E	Desk chair — by "Caroline" — Model No. 5537-222234-CHR-DY1	**OFOI**
F	40" x 18" media console — by "Montego" — Model No. 1160-401824-PL-8298K	**OFOI**
G	2-seat brown faux leather loveseat — by "Flash Furniture" — Model No. BT8272BN	**OFOI**
H	18" x 18" night stand — "Metro Nightstand" — Model No. SKU 6005	**OFOI**
J	Wall mounted television — typical (Contractor provides in-wall blocking, receptacle, and data outlet)	**OFOI**
K	Twin bed frame — by "Montego" — Model No. 1101TX-418250-PL-8298K	**OFOI**

Mark	Item	Responsibility
L	Full size bed frame — by "Montego" — Model No. 1101F-567750-PL-8298K	**OFOI**
M	3-drawer wood dresser — by "Maxwood Furniture Inc" — Model No. P1900213000-187	**OFOI**
N	Wood window blinds — by "SWF Contract" — Traditions Wood Blinds	**CFCI**

Building 400 — sheet A812

Mark	Item	Responsibility
EQUIPMENT SCHEDULE (diamond marks)		
1 (diamond)	Range — by "Whirlpool" — Model No. WFES3030R	**CFCI**
2 (diamond)	Refrigerator/freezer — by "Whirlpool" — Model No. WRFC3036R	**CFCI**
3 (diamond)	Washer unit — by "Whirlpool" — Model No. WFW560CH	**CFCI**
4 (diamond)	Dryer unit — by "Whirlpool" — Model No. WED4720RW	**CFCI**
FURNITURE SCHEDULE (circle marks)		
1 (circle)	4-seat round table — style to be selected — typical	**OFOI**
2 (circle)	8-seat conference table — style to be selected — typical	**OFOI**
3 (circle)	L-shaped desk — typical	**OFOI**
4 (circle)	Copy machine — typical	**OFOI**
5 (circle)	Desk chair — style to be selected — typical	**OFOI**
6 (circle)	2 x 5 desk — style to be selected — typical	**OFOI**
7 (circle)	File cabinet, lateral — style to be selected	**OFOI**

Building 400 has no Furniture Schedule mark for window blinds. No window blinds are required in Building 400 unless shown elsewhere in the Contract Documents.

ITEM 5 — WARRANTY, SUBSTITUTIONS, AND CLOSEOUT FOR CONTRACTOR-FURNISHED EQUIPMENT (NEW)

(a) All Equipment Schedule items are subject to the Material and Workmanship Warranty at Addendum "F" to the Form of Construction Contract on the same terms as all other Work.

(b) The Contractor shall register each manufacturer’s warranty in the name of Community Action Partnership of Kern, shall assign all manufacturer and supplier warranties to CAPK at Final Completion, and shall deliver copies of all warranties, operation manuals, and maintenance instructions as closeout submittals.

(c) Products are specified by manufacturer and model number. Requests to substitute an "or equal" product shall be submitted in writing for the Architect’s determination in accordance with the RFP and the Specifications. Proposers shall bid the products as specified.

(d) The Contractor is responsible for the delivery, receipt, storage, protection, and security of all Contractor-furnished equipment until acceptance by CAPK, and bears the risk of loss for that equipment while it is in the Contractor’s care, custody, or control, consistent with the builder’s-risk requirements of the Contract Documents.

ITEM 6 — ROOF TILE SCOPE RESOLVED; NO ALTERNATE REQUESTED (REVISED)

The Demolition Roof Plan and the Exterior Elevations conflict as to roof tile: the Demolition Roof Plan directs that existing clay tile be stored for reinstallation, while the Exterior Elevations show new tile. The responses to Items 23, 37, and 39 of the RFI Response addressed that conflict by directing proposers to submit two prices. That direction is withdrawn. The conflict is resolved as follows, and a single scope is established.

6.1 Base scope — all-new roof tile.

All existing clay roof tile within the area of work shall be removed. New clay roof tile shall be furnished and installed throughout all areas shown to receive roof tile on the Exterior Elevations, on all buildings, as follows:

> Roof tile shall be straight barrel two-piece "Mission El Camino" blend by Boral Roofing, or approved equal. Final color shall be coordinated with and approved in writing by the Architect prior to ordering. The Contractor shall furnish and install all underlayment, flashing, battens, fasteners, ridge and hip treatment, closures, and accessories required for a complete, weather-tight installation in accordance with the manufacturer's published instructions and the California Building Code.

6.2 Salvage and storage requirements deleted.

All notes on the Demolition Roof Plan sheets directing that existing roof tiles be stored for future installation or reinstalled are DELETED. The Contractor is not required to salvage, store, protect, or reinstall existing roof tile. Existing roof tile removed in the course of the Work shall be legally disposed of by the Contractor as part of the Base Lump Sum, in accordance with the Construction Waste Management requirements on sheets T101 and T102.

6.3 "Angelus" tile callout deleted.

The keynote on the Exterior Elevations specifying "Angelus" clay roof tile by Gladding McBean & Co. is DELETED. As noted in the response to Item 39 of the RFI Response, that manufacturer does not offer that product. The product specified at Section 6.1 above governs.

6.4 No alternate bid.

No alternates are requested under this RFP. Proposers shall NOT submit an alternate price for roofing or for any other scope. The "Alternates (if any are requested by Addendum)" line on Attachment C, Cost Proposal Form C-1 is DELETED; proposers shall leave that line blank or mark it "None." An unsolicited alternate price will be disregarded and will not be scored, and shall not be construed as a condition, qualification, or exception to the proposal.

ITEM 7 — EVALUATION CRITERION 3 (PRICE): SCORING FORMULA PUBLISHED (NEW)

In response to Item 44 of the RFI Response, and to remove any subjectivity from the scoring of price, the following is ADDED to Section IX.B of the RFP. The point value of Evaluation Criterion 3 is UNCHANGED at 60 points, and the point values of all other criteria are unchanged.

7.1 Basis of award.

Award will be based on the TOTAL BASE PROPOSAL stated on Attachment C, Cost Proposal Form C-1 — that is, the sum of the Base Lump Sum, Builder's Risk Insurance, and Site Security Lump Sum lines. No alternates are requested and none will be evaluated or scored.

7.2 Price scoring formula.

Evaluation Criterion 3 shall be scored by the following formula, applied identically to every responsive proposal:

Price Score = 60 × (Lowest Responsive TOTAL BASE PROPOSAL ÷ Proposer's TOTAL BASE PROPOSAL)

where "Lowest Responsive TOTAL BASE PROPOSAL" is the lowest TOTAL BASE PROPOSAL among all proposals determined by CAPK to be responsive and submitted by a responsible proposer. Scores are rounded to two (2) decimal places. The proposer submitting the lowest responsive TOTAL BASE PROPOSAL receives the full 60 points; every other proposer receives a proportionally lower score. No proposal receives a negative price score.

7.3 Illustration.

The following example is provided for clarity only and uses hypothetical figures:

Proposer	Total Base Proposal	Calculation	Price Score
Proposer A	$8,500,000	60 × (8,500,000 ÷ 8,500,000)	**60.00**
Proposer B	$8,925,000	60 × (8,500,000 ÷ 8,925,000)	**57.14**
Proposer C	$9,775,000	60 × (8,500,000 ÷ 9,775,000)	**52.17**

7.4 Unit prices.

Form C-1 requires two unit rates: the Site Security Per-Guard-Hour Unit Rate, and the Temporary Generator Power Per-Calendar-Week Unit Rate added by Item 9.5 of this Addendum. Both are rates for the administration of CAPK-directed changes. Neither is included in the TOTAL BASE PROPOSAL and neither is scored. Each must nonetheless be a reasonable, fully burdened rate inclusive of all labor, materials, supervision, insurance, and overhead and profit. A nominal, zero, or materially unbalanced rate may be considered in CAPK's determination of responsiveness.

7.5 Arithmetic and completeness.

If a proposal states a TOTAL BASE PROPOSAL that does not equal the sum of the Base Lump Sum, Builder's Risk Insurance, and Site Security Lump Sum lines, the sum of those three component lines shall govern for scoring and for award. Failure to complete any required price line on Form C-1 may render the proposal non-responsive.

ITEM 8 — ATTACHMENT C, FORM C-1: CORRECTIONS AND EFFECT ON THE COST PROPOSAL

The replacement Attachment C issued with Addendum No. 1 remains the form to be used. No further replacement form is issued. That form is corrected, supplemented, and clarified as follows.

8.0 One price line is ADDED. Item 9.5 of this Addendum adds a required "Temporary Generator Power — Per-Calendar-Week Unit Rate" line to Form C-1. Because no replacement form is issued, proposers shall state that rate on the face of Form C-1 or on an attached sheet clearly referencing this Addendum. Failure to state the rate may render the proposal non-responsive.

8.1 Scope included in the Base Lump Sum.

The Base Lump Sum shall include the furnishing and installation of every Equipment Schedule item in all four buildings, the wood window blinds at Furniture Schedule mark "N," and the all-new roof tile scope established at Item 6 above. No Owner allowance is provided for any of these items; Owner Allowances are not used in this procurement, per Addendum No. 1, Item 4.

Proposers shall NOT carry any Equipment Schedule item as Owner-furnished and shall NOT exclude any Equipment Schedule item from the Base Lump Sum. Items listed in the Furniture Schedule, other than mark "N," shall be excluded from the Base Lump Sum.

8.2 Alternates line deleted.

Per Item 6.4 above, the "Alternates (if any are requested by Addendum)" line on Form C-1 is deleted. Proposers shall leave it blank or mark it "None."

8.3 Cross-references corrected.

The RFP is organized by Roman-numeral section. The following cross-references on Attachment C are corrected: the reference to "RFP Section 7.1" is corrected to read "RFP Section VI"; the reference to "RFP Section 10" is corrected to read "RFP Section VI.E." Any other numeric section reference appearing in the Attachments shall be read as referring to the correspondingly numbered Roman-numeral section of the RFP.

8.4 Notice to proposers.

Any proposer that prepared pricing in reliance on Item 1, Items 16 through 21, or Items 23, 37, or 39 of RFI Response No. Bid Document 'A'-001 must revise that pricing to conform to this Addendum before submitting its proposal, and must state the temporary generator unit rate required by Item 9.5.

ITEM 9 — TEMPORARY CONSTRUCTION POWER (REVISED)

9.1 RFI Response Item 1 withdrawn in part.

The response to Item 1 of RFI Response No. Bid Document 'A'-001 directed proposers to explore drawing temporary power from the existing electrical utility at the northwest corner of the property. That direction is WITHDRAWN. CAPK has since determined that no PG&E transformer is available within the maximum one-hundred-foot (100') service run from the northwest corner, and that the surrounding area is residential.

The remainder of that response STANDS: permanent electrical service will be routed underground from the southeast corner of the property from existing power at the nearest street corner.

9.2 Temporary power source.

An existing PG&E pole and transformer are located to the south, off 8th Street. CAPK is negotiating with the owner of the adjacent parcel at Union Avenue and 8th Street for (a) permission to set a pole and meter on that parcel, at a location approximately fifteen feet (15') from the property line, and (b) rights of access to install, maintain, and remove the temporary service. CAPK, working with the Architect, will initiate and manage the PG&E application. Installation is expected to require approximately two (2) months from commencement of the process.

9.3 Proposers shall not contact the adjacent property owner.

Proposers, their employees, subcontractors, and agents shall NOT contact the adjacent property owner or any occupant of the adjacent parcel regarding this Project, the temporary power service, or access, at any time before or after award. CAPK is conducting that negotiation directly. All questions shall be directed to procurement@capk.org.

9.4 Bid assumption — forty-five (45) calendar days of generator power.

Each proposer shall include in the Base Lump Sum temporary generator power adequate for the prosecution of the Work for forty-five (45) calendar days following the Notice to Proceed, including the generator and its delivery, setup, fueling, maintenance, and removal; fuel; fuel storage and secondary containment; temporary distribution, panels, and grounding; and all registrations and permits required for the generator.

This is a common bid assumption stated so that all proposals are comparable. It is NOT a representation by CAPK that temporary utility service will be energized on or by that date. See Section 9.10.

9.5 Unit rate for extended generator operation.

Attachment C, Cost Proposal Form C-1 is SUPPLEMENTED with the following additional required price line, which each proposer shall complete and submit with its proposal, on the form or on an attached sheet clearly referencing this Addendum:

> **Temporary Generator Power — Per-Calendar-Week Unit Rate, fully burdened, for continued generator operation beyond the forty-five (45) calendar-day base period, as directed by CAPK by change order: $_____ per calendar week**

This unit rate is NOT included in the TOTAL BASE PROPOSAL and is NOT scored, consistent with Section 7.4 above. The rate shall be a reasonable, fully burdened weekly rate inclusive of generator rental, fuel at anticipated consumption, maintenance, and permitting. A nominal, zero, or materially unbalanced rate may be considered in CAPK's determination of responsiveness. CAPK reserves the right, if it determines the stated rate to be unreasonable, to furnish generator power itself or to procure it separately, in which case the Contractor shall afford access and cooperation at no additional cost.

9.6 No extension of Contract Time for the temporary-power period.

Temporary generator power of adequate capacity is a full substitute for temporary utility service for the Work anticipated during the temporary-power period. The temporary-power period is not on the critical path, and the Contractor shall sequence and prosecute the Work accordingly.

Accordingly, no extension of the Contract Time, and no relief from liquidated damages, will be granted on account of the date on which temporary utility service is energized. The Contractor's sole and exclusive remedy for temporary utility service energized later than forty-five (45) calendar days after the Notice to Proceed is payment, by change order, at the per-calendar-week unit rate stated under Section 9.5 for each additional calendar week or portion thereof of generator operation. That payment is limited to generator rental, fuel, maintenance, and permitting. The Contractor shall not be entitled to extended general conditions, extended field or home-office overhead, acceleration, lost productivity, or other delay damages on account of the temporary-power period, the Contract Time being unchanged.

Narrow exception. If a PG&E-required service outage, or a restriction imposed by a governmental authority on the operation of the generator, including any noise, permitted-hours, or air-quality restriction, actually prevents the performance of Work on the critical path, the Contractor may request an extension of the Contract Time under the Excusable Delay and Time Extensions provision as amended by Addendum No. 1, upon written notice with supporting critical-path schedule analysis submitted within seven (7) days of the event. This exception does not apply to the mere fact that temporary utility service is not yet energized.

This Section 9.6 applies only to temporary construction power. It does not limit any right the Contractor may otherwise have with respect to the energization of permanent electrical service.

9.7 Generator requirements.

(a) Sizing. The Contractor shall determine the generator capacity required for its own means, methods, and sequencing, and is solely responsible for that determination. No claim for delay, disruption, or additional compensation arising from inadequate generator capacity will be allowed.

(b) Noise. The site is bounded by residential uses. The generator shall be a sound-attenuated (critical-silenced) unit. The Contractor shall comply with the City of Bakersfield noise ordinance and with all permitted construction hours, and shall provide additional acoustic screening if directed by the City.

(c) Air quality. Any portable diesel engine rated at fifty (50) brake horsepower or greater shall operate under either a current California Air Resources Board Portable Equipment Registration Program (PERP)

registration or a San Joaquin Valley Air Pollution Control District permit, and shall meet the engine certification requirements of the California Airborne Toxic Control Measure for Diesel-Fueled Portable Engines. The Contractor shall obtain and maintain that registration or permit at its own cost and shall furnish copies to CAPK before mobilizing the generator.

(d) Fuel. The Contractor shall provide compliant fuel storage with secondary containment, spill prevention and response materials, and shall comply with all applicable fire-code and environmental requirements.

(e) Security and insurance. The generator, its fuel storage, and the temporary distribution equipment are within the site-security scope required by Section II of the RFP and shall be identified to the builder's-risk carrier as required to satisfy that carrier's protective-safeguards requirements. Loss of or damage to the generator and fuel while in the Contractor's care, custody, or control is the Contractor's risk.

9.8 Allocation of costs.

Item	Responsibility
Generator, delivery, setup, removal, maintenance	Contractor — in Base Lump Sum
Generator fuel	Contractor — in Base Lump Sum
CARB PERP registration or Air District permit for the generator	Contractor — in Base Lump Sum
Temporary distribution from the PG&E point of delivery	Contractor — in Base Lump Sum
Generator operation beyond 45 calendar days after NTP	CAPK — by change order at the Section 9.5 unit rate
PG&E service, connection, pole, meter, and related utility charges	CAPK
License, easement, and access rights from the adjacent property owner	CAPK
Metered utility power consumption once temporary service is energized	CAPK

For the avoidance of doubt: the response to Item 7 of the RFI Response ("Monthly electrical usage to be paid by owner") refers to metered utility power and does NOT include generator fuel, which is the Contractor's cost within the base period. The response to Item 3 ("All permit costs will be paid by owner") refers to Project permits and does NOT include the Contractor's own air-district registration or permit for its generator.

9.9 Point of delivery.

For bidding, proposers shall assume the PG&E point of delivery is at the pole and meter location described in Section 9.2. The Contractor shall make the connection from that point of delivery to its temporary distribution. If the point of delivery as finally established by PG&E differs materially from that assumption, the resulting change in the Contractor's secondary run will be adjusted by change order under the change-order pricing rules of the Contract.

9.10 Contingency disclosed.

Energization of temporary utility service is contingent upon CAPK reaching agreement with the adjacent property owner and upon PG&E's scheduling. CAPK makes no representation that such agreement will be reached, or as to the date on which temporary utility service will be energized. This contingency is disclosed so that all proposers bid on the same basis. Proposers shall bid the forty-five (45) calendar-day assumption stated in Section 9.4, and the unit rate under Section 9.5 is the exclusive mechanism for extension.

ITEM 10 — ESTIMATED NOTICE TO PROCEED DATE CONFORMED (CORRECTION)

The RFP states two different estimated Notice to Proceed dates: the summary table in Section II states September 22, 2026, and Section 2.a of Attachment B, Form of Construction Contract, states September 11, 2026. The estimated Notice to Proceed date is CONFORMED throughout the RFP and its attachments to read September 22, 2026.

The Contract Substantial Completion Date of August 13, 2027 and the Final Completion Date of September 11, 2027 are UNCHANGED. Both remain fixed and non-extendable for ordinary delays as provided in the Contract. The forty-five (45) calendar-day temporary-generator base period under Item 9 runs from the actual Notice to Proceed, not from the estimated date.

ITEM 11 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum and by Addendum No. 1, all terms, conditions, drawings, and specifications of RFP OPS 2026-006 remain unchanged and in full force and effect. No attachments are issued with this Addendum.

ACKNOWLEDGMENT OF ADDENDUM NO. 2

The undersigned acknowledges receipt of Addendum No. 2 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1 and this Addendum No. 2. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

ADDENDUM NO. 3

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services | Community Action Partnership of Kern

Date of Issuance:	September 4, 2026
Issued by:	Elizabeth Garcia-Vargas, Procurement Supervisor, procurement@capk.org
Proposal Due Date:	REVISED — Wednesday, September 23, 2026, 2:00 p.m. — see Item 1
Supplemental Question Deadline:	REOPENED — Thursday, September 10, 2026, 5:00 p.m. — see Item 2
Response to Supplemental Questions:	On or before Wednesday, September 16, 2026 — see Item 2

This Addendum modifies RFP OPS 2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP, as previously modified by Addendum No. 1 and Addendum No. 2, remain unchanged and in full force. Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document and include the signed acknowledgment with its proposal. Failure to acknowledge an addendum may render a proposal non-responsive.

Proposers are directed to Item 1, which extends the Proposal Due Date, and to Item 2, which reopens the question period. Proposers are further directed to Item 4, which materially reduces the liquidated-damages rate, and to Item 5, which addresses the Contract Completion Dates.

ITEM 1 — PROPOSAL DUE DATE (EXTENDED)

The Proposal Due Date is REVISED from 2:00 p.m., Wednesday, September 9, 2026 to:

2:00 p.m., Wednesday, September 23, 2026.

Proposals shall be delivered in accordance with the Proposal Submission Information in the RFP. The place and manner of delivery are unchanged. Proposals received after the revised date and time will not be accepted.

Reason.

The funding and development agreements that support this Contract are on a revised approval calendar. CAPK has determined that a two-week extension will allow proposers additional time to develop complete and competitive proposals, will permit one further round of written questions and answers under Item 2, and will align the award action with the approval calendar described in Item 3. CAPK considers the resulting proposals to be of greater value to the Project than proposals prepared on the original schedule.

ITEM 2 — VENDOR QUESTION PERIOD (REOPENED)

The vendor question period, which closed on August 25, 2026, is REOPENED for one supplemental round on the following schedule:

Action	Date and Time
Supplemental written questions due	Thursday, September 10, 2026, 5:00 p.m.
CAPK response issued by addendum	On or before Wednesday, September 16, 2026

2.1 Questions shall be submitted in writing to procurement@capk.org and shall reference RFP OPS 2026-006. Questions submitted by any other means, or to any other person, will not be answered. Section XIV of the RFP, Prohibited Activity, remains in full force.

2.2 Questions may address any aspect of the RFP, the Construction Documents, or the Contract Documents as modified by Addendum No. 1, Addendum No. 2, and this Addendum. Proposers are not required to resubmit questions previously asked.

2.3 CAPK's responses will be issued as Addendum No. 4 and will be distributed to all prospective proposers. Consistent with Item 2 of Addendum No. 2, responses to requests for information are clarifications only and are not Contract Documents. Any change to the RFP or the Contract Documents will be made by the express terms of Addendum No. 4 and by no other instrument.

2.4 CAPK does not intend to reopen the question period again. Proposers should treat September 10, 2026 as the final opportunity to submit written questions.

ITEM 3 — REVISED PROCUREMENT SCHEDULE

The procurement schedule stated in the RFP is REVISED as follows. Dates shown as anticipated are estimates for the convenience of proposers, are not Contract requirements, and may change.

Milestone	Date	Status
Addendum No. 3 issued	September 8, 2026	Firm
Supplemental written questions due	September 10, 2026, 5:00 p.m.	Firm
Addendum No. 4 issued (responses)	On or before September 16, 2026	Firm
Proposals due	September 23, 2026, 2:00 p.m.	Firm
Responsiveness and minimum-qualifications review	September 23 – 24, 2026	Anticipated
Evaluation committee scoring	September 25 – October 1, 2026	Anticipated
Recommendation of award prepared and posted	October 2, 2026	Anticipated
Award action by CAPK	October 8, 2026	Anticipated

Milestone	Date	Status
Notice of Intent to Award issued	On or about October 9, 2026	Anticipated
Executed contract, bonds, and insurance due	Within ten (10) days of Notice of Intent to Award	Per Section X.A.iii
Estimated Notice to Proceed	On or about October 19, 2026	Anticipated

3.1 The Estimated Notice to Proceed date of September 22, 2026 stated in the RFP as issued is superseded by the date shown above. The Notice to Proceed date is an estimate only. No Notice to Proceed will be issued until the Contractor has delivered the executed Contract, the one hundred percent (100%) performance and payment bonds required by Section X.A.iii, and the insurance certificates and endorsements required by the Contract Documents.

3.2 Award and issuance of the Notice to Proceed are further conditioned upon execution of the development agreement between CAPK and the City of Bakersfield and execution of the Homekey+ Standard Agreement between the City of Bakersfield, CAPK, and the California Department of Housing and Community Development, consistent with the conditions precedent stated in the RFP. CAPK reserves the right to delay the Notice to Proceed until those instruments are executed, and no adjustment to the Contract Sum will be made on account of such a delay occurring within thirty (30) days of the Estimated Notice to Proceed date.

ITEM 4 — LIQUIDATED DAMAGES (REVISED)

Following further analysis of CAPK's actual delay exposure, and in light of the Project occupancy deadline established by the California Department of Housing and Community Development, the liquidated-damages provisions are revised as follows. This Item supersedes Item 3.1 and Item 3.2 of Addendum No. 1.

4.1 Daily rate for Substantial Completion.

In Section XI of the RFP and in the Liquidated Damages provision of Attachment B, Form of Construction Contract, the amount "$1,966 per calendar day" established by Addendum No. 1 is DELETED and replaced with:

Six Hundred Fifty Dollars ($650.00) per calendar day.

Liquidated damages continue to accrue for each calendar day that Substantial Completion extends beyond the Contract Completion Date, and continue to be CAPK's exclusive monetary remedy for Contractor-caused delay in achieving Substantial Completion. Item 3.3 of Addendum No. 1, which deleted liquidated damages for delay in achieving Final Completion, and Item 3.4 of Addendum No. 1, which conditions release of retention on Final Completion and delivery of all closeout submittals, are UNCHANGED and remain in full force.

4.2 Basis of the revised rate.

The revised rate is derived from the Liquidated Damages Worksheet reissued as Attachment G with this Addendum. In summary:

Component	Value	Source
Assisted units requiring CAPK-funded interim housing	15	Attachment G, Section 1
Interim housing nightly rate per unit	$130.00	Attachment G, Section 1
Interim housing contingency period	30 calendar days	Attachment G, Section 2
Total interim housing exposure (15 × $130 × 30)	$58,500.00	Attachment G, Section 2
Accumulation period elected by CAPK	90 calendar days	Attachment G, Section 3
Derived daily rate ($58,500 ÷ 90)	$650.00	Attachment G, Section 3

CAPK has determined that the Project's funding agreement establishes a deadline for full occupancy of the assisted units that falls approximately one hundred twenty-two (122) calendar days after the Contract Completion Date for Substantial Completion. The revised rate is set so that ninety (90) calendar days of accrued liquidated damages fund thirty (30) calendar days of interim housing for fifteen (15) client households at the rate CAPK actually pays, in the event that Contractor-caused delay consumes that period and displaces occupancy beyond the funding deadline.

4.3 Damages recital conformed.

The "Acknowledgment of Damages" recital in Section XI of the RFP, and the corresponding recital in Attachment B, as replaced by Item 3.2 of Addendum No. 1, are DELETED AND REPLACED with the following:

> Acknowledgment of Damages. The parties acknowledge and agree that if the Contractor fails to achieve Substantial Completion by the Contract Completion Date, CAPK will sustain substantial damages that are, and will be, extremely difficult and impractical to ascertain with precision. Such damages begin to accrue on the first day of delay and include, without limitation: the consumption of the schedule float on which CAPK depends to complete tenant referral, screening, and lease-up of the assisted units within the deadlines established by CAPK's funding agreements; the cost of providing client households interim housing in motel or other temporary living space until the units can be occupied; lost and delayed operating subsidies and rental revenue for the supportive-housing units; extended construction-utilities carrying costs; the delayed delivery of housing to a vulnerable population; and material jeopardy to time-limited Homekey+ grant funding, which is subject to fixed state deadlines and to potential deobligation or recapture by the California Department of Housing and Community Development. The parties agree that the liquidated-damages amount set forth in this Contract represents a reasonable estimate, made as of the date of contract formation, of the damages CAPK would suffer from each calendar day of delayed completion, that it is set below CAPK's reasonably anticipated aggregate delay damages, and that it does not constitute a penalty.

Reason. The recital is conformed to the revised rate build-up in Attachment G. The recital expressly confirms that damages accrue from the first day of delay, so that the existence of schedule float between the Contract Completion Date and CAPK's funding deadlines does not operate to defer the accrual of liquidated damages.

4.4 Attachment G reissued.

The Liquidated Damages Worksheet at Attachment G is reissued with this Addendum and supersedes the version reissued with Addendum No. 1. Proposers shall rely on the Attachment G issued with this Addendum.

4.5 Effect on proposals.

This Item reduces the Contractor's liquidated-damages exposure by approximately sixty-seven percent (67%) from the rate established by Addendum No. 1. Proposers that have priced schedule risk in reliance on the prior rate should revise their pricing accordingly.

ITEM 5 — CONTRACT COMPLETION DATES (UNCHANGED; ADJUSTMENT RESERVED)

5.1 The Contract Milestones are UNCHANGED. Substantial Completion remains due August 13, 2027 and Final Completion remains due September 11, 2027, as stated in the RFP and in Attachment B. Proposers shall prepare and price their proposals on those dates.

5.2 CAPK has requested that the California Department of Housing and Community Development adjust the start of the Project construction window to reflect the revised execution schedule for the Project funding agreements. That request is pending and its outcome is not known as of the date of this Addendum.

5.3 In the event that CAPK obtains an adjustment to the construction window, CAPK may, at its sole option, issue a change order extending the Contract Completion Date for Substantial Completion, the Contract Completion Date for Final Completion, or both. No adjustment to the Contract Sum will be made on account of a change order issued under this Section 5.3, and the Contractor waives any claim for compensation, extended overhead, escalation, or acceleration arising from such an extension.

5.4 Nothing in this Item obligates CAPK to seek or to grant an extension of the Contract Time, and no proposer may condition its proposal on the outcome of the request described in Section 5.2. A proposal conditioned on an extension of the Contract Completion Dates may be determined non-responsive.

ITEM 6 — PROPOSAL VALIDITY AND BID GUARANTEE

6.1 The proposal validity period stated in the RFP runs from the revised Proposal Due Date established by Item 1 of this Addendum. Each proposal shall remain firm, irrevocable, and open for acceptance for the period stated in the RFP, measured from September 23, 2026.

6.2 The five percent (5%) bid guarantee required by Section X.A.iii shall be valid for the same period. A bid guarantee that expires before the end of the proposal validity period, measured from the revised Proposal Due Date, may render the proposal non-responsive. Proposers that have already obtained a bid guarantee dated to the original schedule shall confirm with their surety that the instrument remains valid, or shall obtain a replacement.

ITEM 7 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum, all terms, conditions, requirements, attachments, and Contract Documents of RFP OPS 2026-006, as previously modified by Addendum No. 1 and Addendum No. 2, remain unchanged and in full force and effect. Where language in this Addendum is shown as replacing prior language, the replacement language governs.

ATTACHMENTS TO THIS ADDENDUM

Attachment G (reissued) — Liquidated Damages Daily Rate Worksheet supporting the revised rate established by Item 4. Supersedes the Attachment G reissued with Addendum No. 1.

ACKNOWLEDGMENT OF ADDENDUM NO. 3

The undersigned acknowledges receipt of Addendum No. 3 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, and this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

Community Action Partnership of Kern

Ramkabir Permanent Supportive Housing

ATTACHMENT G — Liquidated Damages Daily Rate Worksheet

901 Union Avenue, Bakersfield, CA 93307 | RFP OPS 2026-006 | Procurement File

REISSUED WITH ADDENDUM NO. 3 — supersedes the Attachment G reissued with Addendum No. 1

SECTION 1 — CLIENT INTERIM HOUSING COST (DAILY)		
Item	**Value**	**Basis**
Assisted units requiring CAPK-funded interim housing	15	Of the 30 assisted units, the 15 veteran units are expected to be covered by HUD-VASH veteran housing vouchers and are not carried as a CAPK interim-housing cost.
Interim housing / motel nightly rate per unit ($/night)	130	CAPK's actual experience. Only a limited pool of motels will accept this client population.
Daily client interim housing cost	**$1,950.00**	15 units x $130 per night.

SECTION 2 — TOTAL INTERIM HOUSING EXPOSURE		
Item	**Value**	**Basis**
Contract Completion Date for Substantial Completion	8/13/2027	RFP OPS 2026-006 and Attachment B, Form of Construction Contract. Unchanged by Addendum No. 3.
Interim housing contingency period beyond the occupancy deadline (days)	30	CAPK's planning assumption for the period during which client households would require interim housing if occupancy is displaced beyond the funding-agreement deadline.
TOTAL INTERIM HOUSING EXPOSURE	**$58,500.00**	15 units x $130 per night x 30 days.

SECTION 3 — DAILY LIQUIDATED DAMAGES RATE		
Component	**Value**	**Basis**
Total interim housing exposure	$58,500.00	Section 2 above.
Accumulation period elected by CAPK (days)	90	The number of calendar days of Contractor-caused delay over which the interim housing exposure is funded.
CALCULATED DAILY RATE	**$650.00**	Total exposure divided by the accumulation period.
DAILY LIQUIDATED DAMAGES RATE STATED IN THE CONTRACT DOCUMENTS	**$650.00**	The rate stated in RFP Section XI and in the Liquidated Damages provision of Attachment B, as revised by Addendum No. 3, Item 4.

NOTES

1. Liquidated damages accrue for each calendar day that Substantial Completion extends beyond the Contract Completion Date. Substantial Completion is evidenced by issuance of a Certificate of Occupancy or Temporary Certificate of Occupancy by the City of Bakersfield Building Department for all units.

2. Damages accrue from the first calendar day of delay. The owner float shown at Section 2 is the period CAPK requires to complete tenant referral, screening, and lease-up; its consumption by Contractor-caused delay is itself a damage to CAPK and does not defer the accrual of liquidated damages.

3. No liquidated damages are assessed for delay in achieving Final Completion. The Final Completion Date remains a Contract requirement; failure to achieve Final Completion is a basis for termination for default and for withholding of retention and final payment. See Addendum No. 1, Item 3.3 and Item 3.4.

4. This worksheet supports the reasonableness of the stated rate as an estimate of damages made as of the date of contract formation. The stated rate is set below CAPK's reasonably anticipated aggregate delay damages. It is not a limitation on CAPK's remedies for any breach other than delay in achieving Substantial Completion.

5. Reissued with Addendum No. 3 to RFP OPS 2026-006, September 8, 2026. Supersedes the Attachment G reissued with Addendum No. 1 on August 13, 2026, and the Attachment G issued with the RFP on August 10, 2026.

COMMUNITY ACTION PARTNERSHIP OF KERN

1300 18th Street, Suite 200, Bakersfield, California 93301

ADDENDUM NO. 4

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services

Date of issuance	September 17, 2026
Issued by	Elizabeth Garcia-Vargas, Procurement Supervisor — procurement@capk.org
Proposal Due Date	UNCHANGED — Wednesday, September 23, 2026, 2:00 p.m.
Question period	CLOSED — September 10, 2026, 5:00 p.m. Not reopened.
Contents	Responses to forty-two (42) supplemental written questions, Items 52 through 93, and the modifications made on the basis of those responses.

This Addendum modifies RFP OPS 2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP, as previously modified by Addendum No. 1, Addendum No. 2 and Addendum No. 3, remain unchanged and in full force. Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document. Failure to acknowledge an addendum may render a proposal non-responsive.

Part 1 lists every modification made by this Addendum, cross-referenced to the Item stating it. Part 2 states CAPK's response to each supplemental written question. Items are numbered sequentially, continuing RFI Response No. Bid Document 'A'-001 which concluded at Item 51.

Responses identified as modifications are express terms of this Addendum. Responses not so identified are clarifications only and do not modify the Contract Documents, per Addendum No. 2, Item 2 and Addendum No. 3, Item 2.3. Where this Addendum conflicts with the RFP, the Construction Documents, any prior addendum, or any response to a request for information, this Addendum governs.

PART 1 — MODIFICATIONS TO THE RFP AND CONTRACT DOCUMENTS

The full text of each modification is stated at the Item cross-referenced in the right-hand column.

	Document modified	Modification	See Item
A	RFP Section V.F	Evidence required to demonstrate financial capacity.	Item 53
B	RFP Section II.I; Attachment B, Section 1.d	Standard CPM at proposal; resource- and cost-loaded schedule after Notice to Proceed.	Item 54
C	Attachment B, Section 4.c	Thirty (30) day payment term for Architect-certified Applications for Payment.	Item 55
D	Attachment B, Article 7.d; RFP Section X.A.iv; Form C-1; Addendum No. 2, Items 7.1 and 7.5	Builder's Risk is procured and carried by CAPK. Line deleted from Form C-1; TOTAL BASE PROPOSAL redefined.	Item 57
E	RFP Section II.H.3	Coverage hours stated; common bid quantity of 4,740 guard-hours.	Item 59
F	Specification Section 08 53 13	Amended from vinyl to fiberglass; Pella "Impervia" is the specified product.	Item 87
G	Exterior Elevations, all buildings	"Texture Plus" faux rock keynote deleted. Adhered stone veneer, El Dorado Cliffstone Nordic Peak, all buildings, mortar joints.	Items 62, 63, 64
H	Addendum No. 2, Item 6.1	Roof tile: two-piece mission barrel by Westlake / US Tile, color red; underlayment ASTM D4869 Type III or IV.	Item 65
I	Structural Details 1/S7.0 and 5/S7.0	All sheathing on Buildings 100–300 removed and reinstalled as new.	Item 70
J	Structural Foundation Plans and Demolition Floor Plans, Buildings 100–300	All existing subfloor removed; 3/4" plywood; no new blocking.	Items 66, 67, 68
K	Sheet S4.0; Detail 3/AD3	T&G replaces plywood sheathing at exposed eaves.	Items 71, 72
L	Demolition Roof Plans, Buildings 100–300	Fascia shall be removed.	Item 73
M	Sheet A115, Building 300	New parapet cap to be installed.	Item 82
N	Details 4/AD1, 6/AD1, 14/AD1	CMU corrected to 8x8x16; half scored at both faces.	Items 85, 86
O	Details 8/S9.0 and 10/S9.0	"Precast" deleted; poured in place per the Landscape Drawings.	Item 83
P	Exterior Elevations and Roof Plans	Downspouts are 3x4 rectangular copper.	Item 79
Q	Addendum No. 2, Item 9	Contractor shall not verify underground conduit or remove sidewalk for temporary power.	Item 77
R	Door Types — Type C	Frameless, with one sidelite.	Item 93
S	Finish Plans and Finish Legend	Building 300 service rooms: sealed concrete and rubber base. Wood base residential, rubber base community.	Items 90, 91
T	Detail 2/AD2	Locations: northeast end of Building 400 and along the Union Avenue sidewalk.	Item 84

All other terms, drawings, specifications and attachments remain unchanged and in full force.

PART 2 — RESPONSES TO SUPPLEMENTAL WRITTEN QUESTIONS

Items 52 through 93.

PART A — PROCUREMENT, CONTRACT, AND SITE SECURITY

ITEM 52	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Is attendance at the August 18, 2026 job walk a firm eligibility requirement for submitting a responsive proposal? If so, will CAPK schedule a supplemental site visit before the revised proposal deadline?

RESPONSE.

Attendance at the August 18, 2026 job walk is not a condition of responsiveness. A proposal from a proposer that did not attend will not be rejected on that ground.

No supplemental site visit will be scheduled. Each proposer remains responsible for satisfying itself as to conditions at the Site.

ITEM 53	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. RFP Section V.F requires the proposer to show demonstrated financial capacity. Confirm the Project is not funded by the proposer and that the Owner will pay regular progress payments. Clarify what is to be submitted to demonstrate financial capacity.

RESPONSE.

Confirmed. The Project is Owner-funded. CAPK will make monthly progress payments on AIA Documents G702 and G703, certified by the Architect, less five percent (5%) retention.

Section V.F is satisfied by submitting any TWO of the following:

(a) A surety letter dated within sixty (60) days of the Proposal Due Date stating both the bonding capacity for this Project and the proposer's available aggregate program capacity.

(b) A letter from a federally insured financial institution confirming an unencumbered working-capital line of credit of not less than One Million Five Hundred Thousand Dollars ($1,500,000).

(c) Reviewed or audited financial statements for the two most recent completed fiscal years, which may be submitted in a separately sealed envelope marked confidential.

Section V.F is pass/fail and is not scored.

ITEM 54	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Per the Contract for Construction, Section 1.d, a resource-loaded CPM schedule is required with the proposal. Confirm a resource-loaded schedule is not required as part of the submittal, and confirm whether resource-loading is required during construction.

RESPONSE.

At proposal: a standard CPM baseline schedule is sufficient. Resource loading and cost loading are not required.

During construction: within twenty-one (21) days after the Notice to Proceed the Contractor shall submit a resource-loaded and cost-loaded baseline reconciled to the approved G703 schedule of values, and shall update it monthly as a condition of each Application for Payment.

RFP Section II.I and Attachment B, Section 1.d are modified accordingly.

ITEM 55	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Attachment B, Section 4.c states that CAPK shall pay the undisputed portion of a Vendor invoice within forty-five (45) days. Are progress payments going to be made on a forty-five day schedule?

RESPONSE.

No. The forty-five (45) day term is CAPK's standard term for ordinary vendor invoices. Attachment B, Section 4.c is amended to add the following:

> "Notwithstanding the foregoing, CAPK shall pay the undisputed amount of each monthly Application for Payment, less retention, within thirty (30) days after CAPK's receipt of the Application for Payment certified by the Architect and accompanied by the lien and bond waivers and certified payroll records required by this Contract. CAPK shall identify any disputed amount in writing within fifteen (15) days after receipt, and may withhold only the disputed amount."

The Contractor shall pay each subcontractor within seven (7) days after receipt of payment, per Business and Professions Code section 7108.5. Retention remains five percent (5%).

ITEM 56	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. RFI Response No. 1, Item 11 calls for a shoring plan by the SEOR. Confirm whether all bidders should carry the same allowance for shoring until the scope is verified.

RESPONSE.

The note should relay that any shoring needed shall be indicated by the contractor and notify the SEOR for additional information / drawings / calculations. These items would not be the contractor’s responsibility. This will be a change order if required.

Shoring required by the Contractor's own means, methods or sequencing remains the Contractor's cost.

ITEM 57	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. RFP Section X.A.iv requires the Contractor to carry Builder's Risk Insurance. The proposer's carrier declined to quote. The proposer suggests the Owner purchase the policy.

RESPONSE.

BUILDER'S RISK / COURSE OF CONSTRUCTION INSURANCE WILL BE PROCURED AND CARRIED BY CAPK. Proposers shall not carry, price, or place builder's risk insurance for this Project.

(a) Attachment B, Article 7.d is deleted and replaced: "CAPK shall procure and maintain 'all-risk' builder's risk / course-of-construction insurance on a replacement-cost basis covering the full completed value of the Work, including materials stored on and off site and in transit, until Final Completion and acceptance. CAPK, the City of Bakersfield and the Contractor shall be named insureds and loss payees as their interests appear. The policy shall include soft costs, shall be primary and non-contributory, and shall contain a waiver of subrogation in favor of CAPK, the City and the Contractor. CAPK shall furnish the policy declarations to the Contractor before mobilization. CAPK shall be responsible for the policy deductible."

(b) RFP Section X.A.iv is amended to delete "and builder's risk" from the insurance carried by the Contractor.

(c) The Contractor shall carry an installation floater or equivalent for its own tools, equipment and materials not yet incorporated into the Work.

(d) The "Builders Risk Insurance" line on Form C-1 is DELETED. Proposers shall mark it "By Owner."

(e) Addendum No. 2, Item 7.1 is amended so that the TOTAL BASE PROPOSAL is the sum of the Base Lump Sum and the Site Security Lump Sum. Item 7.5 is conformed to those two lines. The scoring formula at Item 7.2 and the 60-point value of Criterion 3 are unchanged.

(f) CAPK shall furnish the policy declarations and protective-safeguards endorsement to the successful proposer within five (5) business days after the Notice of Intent to Award. RFP Section II.H.7 and Attachment B, Article 7.f otherwise apply to CAPK's policy.

(g) The Contractor's obligations for care, custody and control of the Site, site security, protection of the Work, and indemnity are unchanged, as are its commercial general liability, automobile and workers' compensation coverages. Nothing in this Item limits CAPK's recourse against the Contractor for loss or damage caused by the Contractor's acts or omissions.

Any proposer that has priced builder's risk shall remove that cost before submitting.

ITEM 58	PROCUREMENT, CONTRACT, AND SITE SECURITY	CLARIFICATION ONLY

QUESTION. Is a full-time security guard subject to prevailing wage? 8 CCR section 16000 states that protection provided by guards, watchmen or other security forces is excluded, but it depends on what the awarding body has determined. Since there is no wage determination for security guard, can CAPK advise?

RESPONSE.

The exception cited appears within the definition of "maintenance" in 8 CCR section 16000 and does not determine coverage of services furnished under a construction contract. The Director publishes no determination for the classification "security guard," and CAPK cannot designate a rate for a classification the Director has not determined.

For bidding, all proposers shall bid on the following common basis:

(a) Hours in which a guard performs only observation, access control, patrol and reporting, and performs no construction, alteration, demolition, installation or repair work, are bid at the security vendor's commercial rate. No prevailing wage rate is carried for those hours.

(b) Hours in which security personnel perform covered work are paid and reported at the applicable determination for the work performed.

(c) The security vendor shall register under Labor Code section 1725.5 and furnish certified payroll for any hours under subparagraph (b).

This is a bidding instruction, not a coverage determination. A proposer may request a coverage determination from the Director under Labor Code section 1773.5.

ITEM 59	PROCUREMENT, CONTRACT, AND SITE SECURITY	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Section II.H.3 requires guard coverage "at a minimum, overnight on weekdays and full coverage on weekends and holidays [specify, e.g., 6:00 p.m.-6:00 a.m. weekdays and 24 hours on weekends/holidays]." The bracketed text appears to be an unfilled placeholder. Confirm the exact coverage hours so every proposer prices the same quantity.

RESPONSE.

The bracketed text is an unfilled placeholder and is deleted. Section II.H.3 is amended to read:

"3. Licensed, uniformed security guard coverage Monday through Friday, 6:00 p.m. to 6:00 a.m., and twenty-four (24) hours per day on Saturdays, Sundays and observed holidays. Coverage shall be continuous with no gap at the boundary with construction-hours supervision. The level of coverage is subject to adjustment by CAPK after award, by change order at the per-guard-hour unit rate on Form C-1."

Each proposer shall price the Site Security Lump Sum on FOUR THOUSAND SEVEN HUNDRED FORTY (4,740) guard-hours:

Component	Days	Hours/day	Guard-hours
Weekdays, Monday–Friday (6:00 p.m.–6:00 a.m.)	215	12	2,580
Saturdays and Sundays	84	24	2,016
CAPK-observed holidays falling Monday–Friday (additional)	12	12	144

Component	Days	Hours/day	Guard-hours
TOTAL — Estimated NTP 10/19/2026 to Substantial Completion 8/13/2027	**299**		**4,740**

Adjustments will be made by change order at the per-guard-hour unit rate on Form C-1. That rate is not included in the TOTAL BASE PROPOSAL and is not scored.

ITEM 60	PROCUREMENT, CONTRACT, AND SITE SECURITY	CLARIFICATION ONLY

QUESTION. May monitored video surveillance with verified response and law enforcement dispatch satisfy part or all of the coverage required under Section II.H.3 in lieu of on-site guard hours?

RESPONSE.

No. Sections II.H.2 and II.H.3 are cumulative. Every proposer shall price the full Section II.H.2 scope and the full 4,740 guard-hours stated at Item 59.

The coverage-level reservation in Section II.H.3 is a right reserved to CAPK after award, exercisable only by change order. It is not an election available at bid. A proposal that substitutes surveillance for required guard hours may be determined non-responsive.

ITEM 61	PROCUREMENT, CONTRACT, AND SITE SECURITY	CLARIFICATION ONLY

QUESTION. Is the builder's-risk protective-safeguards warranty to be satisfied by the monitored surveillance and alarm system under Section II.H.2, by the guard coverage under Section II.H.3, or by both?

RESPONSE.

By the complete program — Sections II.H.1 through II.H.5 together with the handoff protocol at Section II.H.9.

The Contractor shall obtain a single written confirmation from the carrier identifying each protective-safeguards, watchman and vacancy condition in the policy and the element of the program that satisfies it. A confirmation addressing only one element does not satisfy the requirement.

Per Item 57, the policy is CAPK's. CAPK will furnish the declarations and the protective-safeguards endorsement within five (5) business days after the Notice of Intent to Award.

The correct citation is Attachment B, Article 7.f. Article 11 is Indemnification.

PART B — EXTERIOR CLADDING AND ROOFING

ITEM 62	EXTERIOR CLADDING AND ROOFING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Exterior Elevations call for "Texture Plus" faux rock wall panels but Detail 4/AD2 calls for a stone veneer, and Specification 04 43 14 Adhered Stone Veneer has been provided. Clarify the stone finish at the building exterior.

RESPONSE.

Disregard the faux rock wall panels. The "Texture Plus" keynote is deleted.

Bid adhered stone veneer: "El Dorado Stone," Style "Cliffstone," Color "Nordic Peak."

Specification Section 04 43 14 and Detail 4/AD2 govern the installation.

ITEM 63	EXTERIOR CLADDING AND ROOFING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Pre-Bid RFI #001, Item #12 changed the stone veneer on Building 300 to Eldorado Cliffstone Nordic Peak. Is the stone veneer on Buildings 100, 200 and 400 also changed to Eldorado Cliffstone Nordic Peak?

RESPONSE.

Confirmed. Eldorado Cliffstone Nordic Peak for the exterior of all buildings.

ITEM 64	EXTERIOR CLADDING AND ROOFING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Is the stone veneer to be installed dry stack, or with mortar joints between the stones?

RESPONSE.

Mortar joints between the stone veneer.

ITEM 65	EXTERIOR CLADDING AND ROOFING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Exterior Elevations call for "Angelus" clay tile roof, but Angelus does not make a clay tile roof and Specification 07 32 00 does not provide a make or model. Clarify the roof tile specification.

RESPONSE.

Typical roofing shall be two-piece mission barrel by "Westlake" and "US Tile" in color red. Underlayment shall meet ASTM D4869 Type III or Type IV.

This revises Addendum No. 2, Item 6.1 as to product and color. Items 6.2, 6.3 and 6.4 of Addendum No. 2 are unchanged: all-new tile, no salvage or reinstallation, and no alternate price.

PART C — STRUCTURAL AND FRAMING

ITEM 66	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Per the note on sheet S2.1 for Buildings 100, 200 and 300, "Replace Existing Sub-floor Sheathing with 3/4" Plywood w/ 10d @ 6" O.C. E.N." Do Buildings 100 through 300 have an existing subfloor? If so, is all of the existing subfloor to be removed and replaced?

RESPONSE.

Buildings 100–300 have an existing subfloor. Sub-floor height varies from building to building. All existing subfloors in Buildings 100–300 are to be removed.

ITEM 67	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Demolition Floor Plans do not indicate removal of the floor sheathing but the Structural Foundation Plans call to remove and replace floor sheathing. Confirm on the Demolition Floor Plans that the existing floor sheathing is to be removed.

RESPONSE.

All existing subfloors in Buildings 100–300 are to be removed. The Structural Foundation Plans govern and the Demolition Floor Plans are supplemented accordingly.

ITEM 68	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. If the existing subfloor is to be completely removed and replaced, does the floor sheathing require new blocking? Will 3/4" OSB tongue-and-groove sheathing be acceptable?

RESPONSE.

Existing sub-floor is to be completely removed. Do not bid with new blocking. Replace existing sub-floor sheathing with 3/4" plywood w/ 10d @ 6" O.C. (E.N.)

ITEM 69	STRUCTURAL AND FRAMING	CLARIFICATION ONLY

QUESTION. Sheets S2.1 for Buildings 100, 200 and 300 show interior shear walls. Confirm whether sheathing at each shear wall location is required to run the full length of the wall line to its natural termination, rather than stopping at the scheduled "L=" length.

RESPONSE.

The "L" length governs. If you are referring to the footing, the footing will run continuous through the room.

ITEM 70	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Wall type "Building Envelope" on the Floor Plan Wall Legend calls for 5/8" fire-code gypsum panels either side of 2x6 studs. Structural Details 1 and 5 on S7.0 show existing sheathing on the exterior. Clarify whether existing exterior wall sheathing is to remain.

RESPONSE.

Disregard structural details that show existing sheathing. All sheathing on Buildings 100–300 shall be removed and reinstalled as new.

ITEM 71	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Detail 3/AD3 calls for 1x T&G sheathing at exposed eave conditions at Buildings 100, 200 and 300. (A) Does Detail 3/AD3 apply to the new patio areas? (B) What is the lumber species and grade for the 1x6 eave material? (C) Is 1x T&G and 1/2" sheathing required, or just 1x6 T&G?

RESPONSE.

T&G to replace plywood sheathing. The T&G eaves can be a paint grade Doug Fir.

ITEM 72	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Demo Roof Plans (A115) at Buildings 100, 200 and 300 show a hatched zone denoting roofing to be removed to expose existing framing for new sheathing. (A) Confirm new 1/2" sheathing is to be installed at these locations. (B) At the exposed eaves, is T&G required, and if so is it T&G and 1/2" sheathing, or just T&G?

RESPONSE.

Install 1/2" sheathing where we remove the existing. Exposed eaves will be T&G only, painted Doug Fir.

ITEM 73	STRUCTURAL AND FRAMING	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Demo Roof Plans do not state removal of the existing fascia, but Structural Roof Plan S4.0 calls out 1/S7.0, which states "2x Fascia w/ (2) 8d ea. Joist, see Arch." Will existing fascia be removed and new fascia supplied and installed?

RESPONSE.

Fascia shall be removed.

Profile per Architectural Detail 3/AD3, per RFI Response No. 1, Item 38.

ITEM 74	STRUCTURAL AND FRAMING	CLARIFICATION ONLY

QUESTION. Structural Roof Framing Plan S4.1 designates "New 2x8 Ceiling Joists at 24" o.c., at demolished interior wall locations, typ." How many residence rooms require this new ceiling joist framing?

RESPONSE.

New 2x8 ceiling joists are at demolished interior wall locations only. See demolition plan for wall demolition.

ITEM 75	STRUCTURAL AND FRAMING	CLARIFICATION ONLY

QUESTION. Plan sheet S2.1, detail 7 on S5.0, calls for a new stem wall. Confirm whether there is an existing section of stem wall to be removed.

RESPONSE.

This stem wall detail pertains to new wall. No removal of any existing stem wall is required.

PART D — SITE, CIVIL, AND SITE STRUCTURES

ITEM 76	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Confirm status of the Soils Report.

RESPONSE.

No soils report has been prepared for this Project. Structural General Note 3 states: "No soils report for this project has been prepared. Allowable soil bearing values used are per Table 1806.2 of the 2022 California Building Code." Bid on that basis.

RFI Response No. 1, Item 2 is corrected. The Krazan & Associates document in the bid documents is a Phase I Environmental Site Assessment dated March 27, 2025. It is not a geotechnical report.

Differing subsurface conditions are addressed under the Differing Site Conditions Article added by Addendum No. 1, Item 1.

ITEM 77	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Per Addendum No. 2, Item 9.9 and RFI #1, the Contractor is to provide temporary power underground from the corner of 8th Street and Union Avenue. Confirm whether there is an existing underground conduit to be used, or whether the scope includes removal and replacement of sidewalk to run new conduit.

RESPONSE.

CAPK has explored temporary power solutions and has applied for a temporary power drop from PG&E. This power will be brought over from the south (8th Street) onto the adjacent property to a temporary meter. Contractors shall be granted access to the temporary power and use it as necessary once established.

Contractor shall not verify underground conduit or remove sidewalk for temporary power at this time. That scope is deleted and shall not be carried in the Base Lump Sum.

ITEM 78	SITE, CIVIL, AND SITE STRUCTURES	CLARIFICATION ONLY

QUESTION. Confirm whether the existing or new conduit confirmed above can be used for the permanent power supply as well.

RESPONSE.

Negative. Power will be brought in from the East, along Union Avenue.

ITEM 79	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The plans and details do not provide a proper callout for the gutter downspouts. Assuming the downspouts are 3" copper to match the gutters. Clarify downspout finish and size.

RESPONSE.

Correct. 3x4 rectangular copper downspouts.

ITEM 80	SITE, CIVIL, AND SITE STRUCTURES	CLARIFICATION ONLY

QUESTION. Plan Sheet C1 shows a retaining wall up to 2'-6" high at the Building 300 parking. Confirm whether this wall will require a guardrail.

RESPONSE.

Not required.

ITEM 81	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Plan sheet A118 east elevation calls for an architectural feature to be removed; sheet A119 south elevation calls for the feature to remain. Confirm whether the feature is to be removed.

RESPONSE.

This response is given as to Building 300. The architectural feature is to be removed, since a majority of that face is being removed. If the feature is to be re-installed, a change order may be issued.

ITEM 82	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Plan sheet A115 at Building 300 calls for the existing flat roof to remain. Confirm the existing sheet metal parapet cap and roof drains are to remain, and confirm it is acceptable that this section of roof will not have a warranty.

RESPONSE.

Flat roof to remain. New parapet cap to be installed. Roof drains are on the Civil Drawings. Warranty is noted.

ITEM 83	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Structural details 8/S9.0 and 10/S9.0 call for the concrete countertop and seat-wall cap at the Outdoor Grill to be precast and state "see Landscape." Landscape sheet LCD.03, Keynotes 6 and 7, call for poured in place. Confirm.

RESPONSE.

Follow the landscaping drawings with pour-in-place concrete. The word "precast" on Details 8/S9.0 and 10/S9.0 is deleted.

ITEM 84	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Detail 2/AD2 shows an existing retaining wall to be plastered with a 16" radius cement cap. We are unable to find the locations this detail pertains to. Provide the locations.

RESPONSE.

This existing retaining wall is to the northeast end of Building 400, and along the sidewalk on Union Avenue.

ITEM 85	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Detail 6/AD1 calls for 6x9x16 CMU at the Trash Enclosure (CMU is not manufactured 9" high). Detail 3/AD1 calls for 8x8x16. Details 3/S9.0 and 12/S9.0 call for 8" CMU. Is the Trash Enclosure CMU to be 6x8x16 or 8x8x16?

RESPONSE.

Typo. CMU trash enclosure blocks to be 8x8x16.

ITEM 86	SITE, CIVIL, AND SITE STRUCTURES	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Detail 4/AD1 calls for half score gray concrete block and shows the score on both the inside and outside. Detail 14/AD1 does not show scored block. (1) Is the CMU to be scored? (2) If scored, exterior only or both faces?

RESPONSE.

Per 4/AD1, concrete blocks shall be half scored at both interior and exterior faces.

PART E — INTERIOR FINISHES, WINDOWS, AND DOORS

ITEM 87	INTERIOR FINISHES, WINDOWS, AND DOORS	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Window Schedules call for 'Pella' "Impervia" windows but specification 08 53 13 calls for 'Milgard' "Tuscany" windows. Which is correct? May an alternate window be submitted?

RESPONSE.

Please bid per plan, not specification. Windows shall be ‘Pella’. Value engineering on window types and manufacturer shall be coordinated with owner and bid award contractor.

ITEM 88	INTERIOR FINISHES, WINDOWS, AND DOORS	CLARIFICATION ONLY

QUESTION. Specification 09 65 16 Resilient Sheet Flooring is provided but this flooring type is not shown on any of the finish plans. Confirm there is no resilient sheet flooring on this project.

RESPONSE.

No resilient sheet flooring for this project.

ITEM 89	INTERIOR FINISHES, WINDOWS, AND DOORS	CLARIFICATION ONLY

QUESTION. Plan Sheet A211 at Building 300 calls for a shower bench. Provide a specification for a bench compatible with the Delta shower insert.

RESPONSE.

The shower insert will be installed on the south, west and north walls. The east (wing) wall on which the bench is installed is a tiled wall. Attach per the manufacturer's instructions to the tiled stud wall.

Provide in-wall blocking at the bench location.

ITEM 90	INTERIOR FINISHES, WINDOWS, AND DOORS	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. Building 300 (Part B) includes the Utility Room, Storage and Mechanical Rooms, which do not show any finishes. Should they be sealed concrete with a rubber base, similar to the Building 400 Storage and Utility rooms?

RESPONSE.

Correct. Match the concrete floor and rubber wall base from the Building 400 storage and utility rooms for the Building 300 Utility, Storage and Mechanical Rooms.

ITEM 91	INTERIOR FINISHES, WINDOWS, AND DOORS	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. In the finish plans for Buildings 100, 200 and 300, BS-1 is shown as a wood base. For Building 400, BS-1 is shown as a rubber base. Clarify the intent.

RESPONSE.

Confirmed. Rubber wall base in community areas and wood wall base in residential areas.

ITEM 92	INTERIOR FINISHES, WINDOWS, AND DOORS	CLARIFICATION ONLY

QUESTION. (1) Are the shower doors required to be fire-rated? (2) Would a semi-frameless shower door system by CRL Products, using 1/2" single-pane clear tempered glass, be acceptable?

RESPONSE.

Shower doors are not fire-rated.

CRL Products using 1/2" clear tempered glass is acceptable.

ITEM 93	INTERIOR FINISHES, WINDOWS, AND DOORS	MODIFIES THE CONTRACT DOCUMENTS

QUESTION. The Type C aluminum and glass doors are shown in the door type with a frame and one sidelite. In the interior elevations and floor plans they appear to have two sidelites and to be frameless. Confirm whether the interior elevations may be used as the basis for pricing.

RESPONSE.

The Type C assembly shall be frameless, with one sidelite. Price on that basis.

ACKNOWLEDGMENT OF ADDENDUM NO. 4

The undersigned acknowledges receipt of Addendum No. 4 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, Addendum No. 3 and this Addendum No. 4.

This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

END OF ADDENDUM NO. 4

COMMUNITY ACTION PARTNERSHIP OF KERN
1300 18th Street, Suite 200, Bakersfield, California 93301

ADDENDUM NO. 5

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services

Date of issuance	September 21, 2026
Issued by	Elizabeth Garcia-Vargas, Procurement Supervisor — procurement@capk.org
Proposal Due Date	REVISED — Wednesday, October 7, 2026, 2:00 p.m. — see Item 1
Question period	CLOSED — September 10, 2026, 5:00 p.m. Not reopened. — see Item 2
Proposal validity	60 calendar days from the Proposal Due Date — see Item 3
Contents	Extension of the Proposal Due Date; establishment of the proposal validity period and conforming bid-guarantee requirement; a revised procurement schedule; and supplemental responses from the Project Architect, Items 95 through 97.

This Addendum modifies RFP OPS 2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP, as previously modified by Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4, remain unchanged and in full force. Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document and shall include the signed acknowledgment with its proposal. Failure to acknowledge an addendum may render a proposal non-responsive.

PROPOSERS ARE DIRECTED TO THE FOLLOWING

Item 1 — the Proposal Due Date is extended to Wednesday, October 7, 2026, 2:00 p.m.

Item 3 — each proposal must remain firm and irrevocable for sixty (60) calendar days from the Proposal Due Date, and the bid guarantee must remain valid through that period.

Item 96 — the field paint system on Sheet LCD.01 is DELETED and replaced with shop-applied powder coat over the pre-galvanized substrate. Panels will be bracket attached.

Item 97 — there are 5 building permits (one for each Building and one for the site), plan-check and inspection fees are paid by CAPK.

Item 95 — Detail E on Sheet LCD.01 is amended from round pickets and rails to square tube sections.

ITEM 1 — PROPOSAL DUE DATE (EXTENDED)

1.1 The Proposal Due Date is **REVISED** from 2:00 p.m., Wednesday, September 23, 2026 to **2:00 p.m., Wednesday, October 7, 2026**. Proposals shall be delivered in accordance with the Proposal Submission Information in the RFP. The place and manner of delivery are unchanged. Proposals received after the revised date and time will not be accepted.

1.2 Reason. The development agreement between CAPK and the City of Bakersfield, and the Homekey+ Standard Agreement among the City of Bakersfield, CAPK and the California Department of Housing and

Community Development, remain unexecuted as of the date of this Addendum. Award and issuance of the Notice to Proceed are conditioned upon execution of those instruments under Section 3.2 of Addendum No. 3. This Addendum also issues supplemental responses from the Project Architect to questions submitted within the supplemental question period that were not addressed in Addendum No. 4. CAPK has determined that a two-week extension will allow proposers to incorporate those responses into their pricing and will align the award action with the revised approval calendar. CAPK considers the resulting proposals to be of greater value to the Project than proposals prepared on the prior schedule.

1.3 CAPK reserves the right to extend the Proposal Due Date further by addendum. Any such extension will be issued in writing to all prospective proposers and by no other means.

ITEM 2 — VENDOR QUESTION PERIOD (REMAINS CLOSED)

2.1 The vendor question period closed at 5:00 p.m. on Thursday, September 10, 2026, as established by Item 2 of Addendum No. 3. The question period is NOT reopened by this Addendum. The extension of the Proposal Due Date under Item 1 does not reopen the question period.

2.2 Item 6 of this Addendum responds to questions already submitted within the supplemental question period. It does not create a new opportunity to submit questions. Questions received after September 10, 2026 will not be answered.

2.3 Section XIV of the RFP, Prohibited Activity, remains in full force.

ITEM 3 — PROPOSAL VALIDITY PERIOD AND BID GUARANTEE (ESTABLISHED)

3.1 This Item **supersedes Item 6 of Addendum No. 3** in its entirety and states the proposal validity period expressly.

3.2 Each proposal shall remain firm, irrevocable, and open for acceptance by CAPK for **sixty (60) calendar days** measured from the Proposal Due Date established by Item 1 of this Addendum. The proposal validity period therefore expires at 2:00 p.m. on **December 6, 2026**.

3.3 A proposal that states a validity period shorter than sixty (60) calendar days, or that conditions its validity on any event, may be determined non-responsive.

3.4 The five percent (5%) bid guarantee required by Section X.A.iii of the RFP shall remain valid through the end of the proposal validity period. A bid guarantee that expires before December 6, 2026 may render the proposal non-responsive. Proposers that obtained a bid guarantee dated to a prior schedule shall confirm with their surety that the instrument remains valid through that date, or shall obtain a replacement instrument.

3.5 CAPK may request in writing that proposers extend the proposal validity period beyond sixty (60) calendar days. No proposer is obligated to grant such a request. A proposer that declines a requested extension shall be released from its proposal and its bid guarantee returned, and the declination shall not be considered in the evaluation of that proposer on this or any future solicitation.

3.6 If the Proposal Due Date is extended again by addendum, the sixty (60) calendar-day validity period shall run from the Proposal Due Date as most recently revised, and the bid-guarantee requirement in Section 3.4 shall be measured from that revised date.

ITEM 4 — REVISED PROCUREMENT SCHEDULE

The procurement schedule stated in Item 3 of Addendum No. 3 is REVISED as follows. Dates shown as anticipated are estimates for the convenience of proposers, are not Contract requirements, and may change.

Milestone	Date	Status
Addendum No. 5 issued	September 21, 2026	Firm
Vendor question period	Closed September 10, 2026	Closed
Proposals due	October 7, 2026, 2:00 p.m.	Firm
Responsiveness and minimum-qualifications review	October 7 – 9, 2026	Anticipated
Evaluation committee scoring	October 12 – 16, 2026	Anticipated
Recommendation of award prepared and posted	October 19, 2026	Anticipated
Award action by CAPK	On or about October 22, 2026	Anticipated
Notice of Intent to Award issued	On or about October 23, 2026	Anticipated
Executed contract, bonds, and insurance due	Within ten (10) days of Notice of Intent to Award	Per Section X.A.iii
Estimated Notice to Proceed	On or about November 2, 2026	Anticipated

4.1 The Estimated Notice to Proceed date shown in Item 3 of Addendum No. 3 is superseded by the date shown above. The Notice to Proceed date is an estimate only. No Notice to Proceed will be issued until the Contractor has delivered the executed Contract, the one hundred percent (100%) performance and payment bonds required by Section X.A.iii, and the insurance certificates and endorsements required by the Contract Documents.

4.2 Section 3.2 of Addendum No. 3 remains in full force and is restated for clarity. Award and issuance of the Notice to Proceed are conditioned upon execution of the development agreement between CAPK and the City of Bakersfield and execution of the Homekey+ Standard Agreement among the City of Bakersfield, CAPK and the California Department of Housing and Community Development. CAPK reserves the right to delay the Notice to Proceed until those instruments are executed, and no adjustment to the Contract Sum will be made on account of such a delay occurring within thirty (30) days of the Estimated Notice to Proceed date shown above.

ITEM 5 — CONTRACT COMPLETION DATES (UNCHANGED; ADJUSTMENT RESERVED)

5.1 The Contract Milestones are **UNCHANGED**. Substantial Completion remains due August 13, 2027 and Final Completion remains due September 11, 2027, as stated in the RFP and in Attachment B. Proposers shall prepare and price their proposals on those dates.

5.2 Item 5 of Addendum No. 3 remains in full force. CAPK has requested that the California Department of Housing and Community Development adjust the start of the Project construction window to reflect the revised execution schedule for the Project funding agreements. That request is pending and its outcome is not known as of the date of this Addendum.

5.3 Nothing in this Addendum obligates CAPK to seek or to grant an extension of the Contract Time. No proposer may condition its proposal on the outcome of the request described in Section 5.2, or on the extension of the Proposal Due Date made by Item 1. A proposal so conditioned may be determined non-responsive.

ITEM 6 — SUPPLEMENTAL RESPONSES FROM THE PROJECT ARCHITECT (ITEMS 95 THROUGH 97)

6.1 Source. This Item states the responses contained in RFI Response No. Bid Document 'A'-003, Skarphol Frank Associates, dated September 3, 2026. Those responses were not issued with Addendum No. 3 or Addendum No. 4. Item numbering continues the sequence established by Addendum No. 4 and begins at Item 95.

6.2 Status of RFI responses. Consistent with Item 2 of Addendum No. 2, a response to a request for information is a clarification only and is not a Contract Document. Any change to the RFP, the Construction Documents or the Contract Documents is made by the express terms of this Addendum and by no other instrument. Where the Architect's response is quoted below, it is quoted as written; the operative requirement is the modification stated by CAPK beneath it.

6.3 Precedence. Under Attachment B, Section 1.b, addenda take precedence over both the specifications and the plans. The modifications stated in Items 95 and 96 therefore govern over Sheet LCD.01 and over any Specification Section that would otherwise require a different picket, rail or finish for this assembly.

MODIFICATIONS MADE BY THIS ITEM

ITEM 95 — SHEET LCD.01, DETAIL E: PICKET AND RAIL SECTIONS

Question as submitted. *Detail E on Sheet LCD.01 calls ¾" round pickets AND 1 ⅜" round rails — Please confirm.*

Architect's response, as written. *"The actual specifications should be ¾" x 16G SQ. pickets 1 ½" x 14G Sq. Rails"*

ITEM 96 — SHEET LCD.01: PANEL ATTACHMENT AND FINISH SYSTEM

Question as submitted. *Sheet LCD.01 calls for pre-galvanized and then paint with one coat epoxy primer and one coat exterior enamel finish color by owner — Please confirm.*

Architect's response, as written. *"We will be bracket attaching these panels to the posts — there's no reason to paint, just powder coat because there is no touching up on field welds in this installation method. Owner to select RAL color."*

ITEM 97 — BUILDING AND SITE PERMITS; PERMIT FEES

Question as submitted. *Is there a permit for each building and site?*

Architect's response, as written. *"There are 5 building permits (one for each building and one for the site)"*

MODIFICATION.

97.1 Permit count. There are five (5) separate permits: four (4) building permits, one for each of Buildings 100, 200, 300 and 400, and one (1) site permit. Proposers shall account for all five permits, and for the inspections associated with each, in inspection sequencing and in the resource-loaded and cost-loaded CPM schedule required by Item 54 of Addendum No. 4. This Item confirms that the Project comprises four (4) buildings.

97.2 Permit fees are paid by CAPK. Notwithstanding Attachment B, Section 1.c, CAPK shall pay the permit fees, plan-check fees, and required inspection fees charged by the City of Bakersfield and by any other agency having jurisdiction for the five (5) permits identified in Section 97.1. Proposers shall EXCLUDE those fees from the Base Lump Sum and from every other line of Cost Proposal Form C-1.

ITEM 7 — ALL OTHER TERMS UNCHANGED

Except as expressly modified by this Addendum, all terms, conditions, requirements, attachments, and Contract Documents of RFP OPS 2026-006, as previously modified by Addendum No. 1, Addendum No. 2, Addendum No. 3 and Addendum No. 4, remain unchanged and in full force and effect. Where language in this Addendum is shown as replacing prior language, the replacement language governs.

ACKNOWLEDGMENT OF ADDENDUM NO. 5

The undersigned acknowledges receipt of Addendum No. 5 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum No. 1, Addendum No. 2, Addendum No. 3, Addendum No. 4, and this Addendum. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

COMMUNITY ACTION PARTNERSHIP OF KERN

1300 18th Street, Suite 200, Bakersfield, California 93301

ADDENDUM NO. 6

RFP OPS 2026-006 — Ramkabir Permanent Supportive Housing Project

General Contractor Services

Date of issuance	October 1, 2026
Issued by	Elizabeth Garcia-Vargas, Procurement Supervisor — procurement@capk.org
Proposal Due Date	UNCHANGED — Wednesday, October 7, 2026, 2:00 p.m.
Question period	CLOSED — September 10, 2026, 5:00 p.m. Not reopened.
Contents	Revised mechanical system, Buildings 100–300; revised Contract Completion Dates; conformed site-security guard-hour quantity and liquidated-damages recital.

This Addendum modifies RFP OPS 2026-006 as set forth below and is issued to all prospective proposers. All other terms and conditions of the RFP, as previously modified by Addendum Nos. 1 through 5, remain unchanged and in full force. Each proposer shall acknowledge receipt of this Addendum on the form at the end of this document. Failure to acknowledge an addendum may render a proposal non-responsive.

PROPOSERS ARE DIRECTED TO THE FOLLOWING

Item 1 — the mechanical system for Buildings 100, 200 and 300 is REVISED to thru-the-wall PTAC heat pumps. Revised mechanical sheets are issued with this Addendum.

Item 2 — the Contract Completion Dates are EXTENDED. Substantial Completion moves to September 11, 2027 and Final Completion to October 11, 2027.

Item 3 — the site-security common bid quantity is conformed from 4,740 to 5,004 guard-hours.

The Proposal Due Date is UNCHANGED at October 7, 2026, 2:00 p.m.

ITEM 1 — MECHANICAL SYSTEM, BUILDINGS 100, 200 AND 300 (REVISED)

1.1 The mechanical system serving the dwelling units in Buildings 100, 200 and 300 is REVISED to thru-the-wall PTAC heat pumps, installed per the manufacturer's instructions. The revised mechanical sheets issued with this Addendum govern as to model, capacity, quantity and location. Building 400 is unchanged.

1.2 Sheets issued. Where a sheet issued with this Addendum bears the same number as a Bid Set sheet, it SUPERSEDES AND REPLACES that sheet. Sheets not previously issued are ADDED.

Building	Sheets issued	Status
Building 100	M210, M211, M212	M210 replaces; M211–M212 added
Building 200	M210 through M215	M210 replaces; M211–M215 added
Building 300	M210, M211, M212	M210 replaces; M211–M212 added

1.3 Electrical work. The PTAC units are CORD-AND-PLUG CONNECTED. NO DISCONNECT SWITCHES ARE REQUIRED. The Contractor shall furnish and install all electrical rough-in, conduit, conductors and circuiting, and a dedicated receptacle of the configuration required by the manufacturer's published data at each unit location, WHETHER OR NOT that work is shown on the electrical drawings. This work is included in the Base Lump Sum.

1.4 The support approved at RFI Response No. 1, Item 22 remains in force at residential units.

1.5 The item at Equipment Schedule mark 9, listed as Contractor Furnished and Contractor Installed in the Responsibility Matrix at Addendum No. 2, Item 4, is the PTAC unit established by this Item and remains Contractor Furnished and Contractor Installed.

1.6 This Item changes the base scope of work. Any proposer that has priced the mechanical system shown in the Bid Set shall revise its pricing. No alternate or deductive price is requested, consistent with Addendum No. 2, Item 6.4.

ITEM 2 — CONTRACT COMPLETION DATES (EXTENDED)

2.1 This Item supersedes Item 5 of Addendum No. 5 and Item 5 of Addendum No. 3 as to the Contract Completion Dates. The Contract Milestones stated in the RFP and in Attachment B are REVISED as follows:

Contract Milestone	Prior date	REVISED date
Substantial Completion	August 13, 2027	September 11, 2027
Final Completion	September 11, 2027	October 11, 2027

2.2 Proposers shall price their proposals on the revised dates. Attachment H and every other reference in the RFP and the Contract Documents to the Contract Completion Dates are conformed. Time remains of the essence.

2.3 Further adjustment reserved. Item 5.3 of Addendum No. 3 remains in full force. CAPK has requested that the California Department of Housing and Community Development adjust the start of the Project construction window. That request is pending. If CAPK obtains an adjustment, CAPK may at its sole option issue a change order further extending either or both Contract Completion Dates. NO ADJUSTMENT TO THE CONTRACT SUM WILL BE MADE on account of such a change order, and the Contractor waives any claim for compensation, extended overhead, escalation or acceleration arising from it.

2.4 No proposal may be conditioned on the outcome of that request or on any further extension of the Contract Time. A proposal so conditioned may be determined non-responsive.

ITEM 3 — SITE SECURITY COMMON BID QUANTITY (CONFORMED)

3.1 The quantity of 4,740 guard-hours at Item 59 of Addendum No. 4 was derived from the Estimated Notice to Proceed date and Substantial Completion Date then in effect, both of which have been revised. Each proposer shall price the Site Security Lump Sum on FIVE THOUSAND FOUR (5,004) guard-hours:

Component	Days	Hours/day	Guard-hours
Weekdays, Monday–Friday (6:00 p.m.–6:00 a.m.)	225	12	2,700
Saturdays and Sundays	89	24	2,136
CAPK-observed holidays falling Monday–Friday (additional)	14	12	168
TOTAL — Estimated NTP November 2, 2026 to Substantial Completion September 11, 2027	**314**		**5,004**

3.2 The coverage schedule at Item 59 of Addendum No. 4 is UNCHANGED. Adjustments to the quantity actually required will be made by change order at the per-guard-hour unit rate on Form C-1.

ITEM 4 — LIQUIDATED DAMAGES (RATE UNCHANGED; RECITAL CONFORMED)

4.1 The rate of SIX HUNDRED FIFTY DOLLARS ($650.00) PER CALENDAR DAY established by Item 4.1 of Addendum No. 3, and the Attachment G derivation supporting it, are UNCHANGED.

4.2 Item 4.2 of Addendum No. 3 recites that the funding-agreement deadline for full occupancy falls approximately one hundred twenty-two (122) calendar days after the Contract Completion Date for Substantial Completion. By reason of Item

2 of this Addendum, that figure is CONFORMED to read ninety-three (93) calendar days. All other provisions of Item 4 of Addendum No. 3 remain in full force.

ITEM 5 — ALL OTHER TERMS UNCHANGED

The Proposal Due Date remains 2:00 p.m., Wednesday, October 7, 2026, and the proposal validity period and bid-guarantee requirement at Item 3 of Addendum No. 5 are unchanged. The vendor question period closed September 10, 2026 and is not reopened. Except as expressly modified by this Addendum, all terms, drawings, specifications and attachments of RFP OPS 2026-006, as previously modified by Addendum Nos. 1 through 5, remain in full force.

ATTACHMENTS TO THIS ADDENDUM

1. Revised Mechanical Drawings, Building 100 — Sheets M210, M211, M212.
2. Revised Mechanical Drawings, Building 200 — Sheets M210 through M215.
3. Revised Mechanical Drawings, Building 300 — Sheets M210, M211, M212.
4. Amana PTH R32 J Series Product Specifications.
5. PTAC Nomenclature and Power Connection Data.

ACKNOWLEDGMENT OF ADDENDUM NO. 6

The undersigned acknowledges receipt of Addendum No. 6 to RFP OPS 2026-006 and confirms that its proposal is based upon the RFP as modified by Addendum Nos. 1 through 6. This signed acknowledgment must be included with the proposal.

Proposer / Firm Name: _____

By (Signature): _____

Name / Title: _____

Date: _____

END OF ADDENDUM NO. 6

ARGO CONSTRUCTION

Your **Owner's Interest** pricing summary for:

Community Action Partnership of Kern

Effective date: 2026-11-02
Expiration date: 2027-11-02
Project address: 901 Union Avenue, Bakersfield, CA 93307

Total Cost + SL T&F **$13,812**
+ $250 Amwins Service Fee

MIN EARNED 25%, Min Premium at Audit 100%,
.

Base Premium	+ SL T&F	$13,154
Terrorism	+ SL T&F	$395
Subsidence	+ SL T&F	$263
Policy Premium		**$13,812**
+ Amwins Service Fee		$250
Base Rate		$1.37

Subjectivities (Prior to Binding)

- ☐ Completed and signed embedded Owner's Edge Application confirming project detail.
- ☐ Acceptance or Rejection of TRIA
- ☐ The attached SLB Data sheet must be completed and returned to us. *This form is required at the time of binding for all Surplus Lines policies. There may be a delay in the issuance of the policy if the requested information is not provided in a timely manner
- ☐ Describe methods used for demolition (any use of ball & chain or blasting)?
- ☐ How many months will demolition take?
- ☐ Describe the safety precautions in place to protect pedestrians & workers.
- ☐ Confirmation that the direct hired contractor's policy does not contain a subsidence exclusion

Subjectivities (Within 10 Days of Binding)

- ☐ What is the name of the demolition contractor being hired?
- ☐ Provide audit contact name, e-mail and phone number.

This is a non-admitted pricing summary for a general liability policy.

Conditional Coverage

Utilization of a Subcontractor conditions of coverage endorsement requires the insured to follow conditions of coverages when contractors are hired.

General Liability Limits

Each Occurrence Limit	$1,000,000
General Aggregate	$2,000,000
Products Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury Limit	$1,000,000
Damage to Premises Rented To You	$100,000
Medical Payments	$5,000
Per Occurrence Deductible	$2,500

General Contractor

Your Hired Contractor's Details

GC Name	
GL Carrier	
GL & Excess Limit	$0

It is understood coverage is subject to all direct hired contractors meeting the conditions of coverage outlined in form U658OI.

Direct Hired Contractors Required Minimum Limits

Each Occurrence	$6,000,000
General Aggregate	$7,000,000
Products / Completed Ops Aggregate	$7,000,000

If removal of these conditions is desired and to designate the GC, change to Standard Coverage for additional pricing, terms and conditions.

Schedule of forms and endorsements

Forms and Endorsements applying to and made part of this policy at the time of issuance:

Form number	Form name
CG2144-0417	LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION Specified Wording to be included on form *Project Description: Renovation of a four building, one story vacant motel to be converted into 30 PSH units.* *Project Address: 901 Union Avenue, Bakersfield, CA 93307*
CG2153-0196	EXCLUSION - DESIGNATED ONGOING OPERATIONS Specified Wording to be included on form *Any part of the designated project that has become occupied or part of the project or location that has been put to use.*
U173AS-1023	CANCELLATION Specified Wording to be included on form *Number of Days Cancellation: 30 days.*
U250-0310	COMPOSITE RATE ENDORSEMENT Specified Wording to be included on form *Project Cost:* *"Project Cost" means the total cost of construction including:* *a) Labor: the cost of all labor, work or sublet:* *b) Material: cost of all materials, transportations, delivery fees and warehousing; equipment furnished used or delivered for use in the execution of the work; and* *c) Overhead: overhead costs, general conditions and contingencies.*
U650-0116	EXCLUSION - DESIGNATED ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS HAZARD Specified Wording to be included on form *1. All work, activities, or operations performed by any named insured's employee or laborer, whether day laborer or temporary worker or part-time or fulltime worker. This exclusion applies to anyone classified as a direct employee either via direct payroll, or state or federal workers compensation ruling or adjudication.* *2. "Your work" involving the use of a tower crane.*
U658OI-0419	DESIGNATED CONTRACTOR WARRANTY Specified Wording to be included on form *Contractor Name:* *Minimum Limit Required of Direct Hired Contractors:* *Each Occurrence: $6,000,000* *General Aggregate: $7,000,000* *Products/Completed Operations Aggregate: $7,000,000*
TRIANOTICE-0920	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CAPRNotice-0117	CALIFORNIA NOTICE – PREMIUM REFUNDS
CG0001-0413	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0070-0126	EXCLUSION – WAR
CG2018-1219	ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER *Additional Insured – Mortgagee, Assignee or Receiver:*
CG2109-0615	EXCLUSION - UNMANNED AIRCRAFT
CG2149-0999	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG2167-1204	FUNGI OR BACTERIA EXCLUSION
CG2186-1204	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS
CG2196-0305	SILICA OR SILICA-RELATED DUST EXCLUSION
CG2243-0413	EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY
CG4010-1219	EXCLUSION - CROSS SUITS LIABILITY
D2-0120	IMPORTANT NOTICE (CA)
DCJ6550-1224	COMMON POLICY DECLARATIONS
DCJ6553-1224	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
IL0017-1198	COMMON POLICY CONDITIONS

IL0021-0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
ILP001-0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PRIVACYNOTICE-0325	NOTICE OF INSURANCE INFORMATION PRACTICES
SIGCIC-0817	SIGNATURE PAGE
SLBDATA-0721	SURPLUS LINES BROKER DATA
U001-1004	SCHEDULE OF FORMS AND ENDORSEMENTS
U002A-1224	MINIMUM EARNED PREMIUM
U018-0520	EXCLUSION - COMMUNICABLE DISEASE, VIRUS OR BACTERIA
U048-0310	EMPLOYMENT RELATED PRACTICES EXCLUSION
U070A-0924	DEDUCTIBLE LIABILITY INSURANCE
U094-0325	SERVICE OF SUIT
U1010-0923	EXCLUSION – CYBER INCIDENT, ELECTRONIC DATA, CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION, AND VIOLATION OF LAW ADDRESSING DATA PRIVACY
U1014-0725	EXCLUSION - WILDFIRE
U1338-1221	EXCLUSION – POLY- AND PERFLUOROALKYL SUBSTANCES (PFAS)
U1407-0723	ECONOMIC AND TRADE SANCTIONS ENDORSEMENT
U1416OI-0224	AMENDMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD DEFINITION
U1426OI-0724	AMENDMENT – DAMAGE TO PROPERTY EXCLUSION
U155-0225	ABSOLUTE AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION
U175OI-0820	MULTIPLE COVERAGES LIMITATION
U232-0126	EXCLUSION - PUNITIVE DAMAGES
U266-0510	EXCLUSION - USL&H, JONES ACT OR OTHER MARITIME LAWS
U464-0310	EXCLUSION - CONDOMINIUM / COOPERATIVE / COMMON INTEREST DEVELOPMENT CONVERSION
U466-0212	EXCLUSION - LEAD
U467-0212	EXCLUSION - ASBESTOS
U483OI-0321	EXCLUSION- DEDICATED INSURANCE PROGRAM(S)
U524-0414	EXCLUSION - PRIOR WORK Specified Wording to be included on form *Completed Prior to: The inception date of this policy.*
U631-0110	EXCLUSION - IMPORTED DRYWALL DAMAGE
U730-0212	EXCLUSION - BENZENE
U984-1224	FULLY EARNED PREMIUM – PROJECT SPECIFIC
U985-1224	PREMIUM AUDIT
UCG2171-0121	TERRORISM EXCLUSION WITH EXCEPTION FOR CERTIFIED ACTS OF TERRORISM

Subjectivities

A more detailed description of subjectivities from page 1

This pricing summary is based on the project characteristics which are summarized in the Owners Interest application below and is subject to the following conditions. If any conditions are not met, this pricing indication and any binder or policy issued pursuant to it are invalid, and we reserve the right to withdraw, rescind, or to revise our price and terms for this insurance. Failure to comply with these conditions may result in any policy bound or issued being cancelled.

Prior to Binding:

- Completed and signed embedded Owner's Edge Application confirming project detail.
- Acceptance or Rejection of TRIA
- The attached SLB Data sheet must be completed and returned to us. *This form is required at the time of binding for all Surplus Lines policies. There may be a delay in the issuance of the policy if the requested information is not provided in a timely manner - Amwins will handle
- Describe methods used for demolition (any use of ball & chain or blasting)?
- How many months will demolition take?
- Describe the safety precautions in place to protect pedestrians & workers.
- Confirmation that the direct hired contractor's policy does not contain a subsidence exclusion

Within 10 Days of Binding:

- What is the name of the demolition contractor being hired?
- Provide audit contact name, e-mail and phone number.

Important Coverage Notices

- This is a Non Admitted pricing summary.
- Consideration of reduction in exposure requires a written explanation by the applicant prior to binding. Rate will be re-evaluated.
- The broker is responsible for handling all Surplus Lines filings and fees.
- This pricing summary is subject to receipt of current application signed by the insured.
- This pricing summary is offered in reliance on the information submitted to us by the applicant. By accepting this pricing indication and/or the binding of this risk, the applicant warrants that the information is true and complete and that no material facts have been misrepresented, omitted or suppressed.
- This pricing summary does not necessarily provide the terms and/or coverage requested in your submission application.
- The proposed insurance coverages are intended to be provided by Colony Insurance Company; all policy, endorsement and forms are subject to the terms, exclusions, conditions, and limitations that are included with such policy, endorsement and forms. All policies, endorsements and forms should be reviewed by you as to their contents, including, but not limited to, audit, cancellation and payment provisions. Specimen copies of our insurance policies, endorsements and forms are available, upon request, from your insurance broker.

This is a non-admitted pricing summary for a general liability policy.

OWNERS INTEREST APPLICATION

BY COMPLETING THIS APPLICATION, THE APPLICANT IS APPLYING FOR COVERAGE WITH
COLONY INSURANCE COMPANY , AN AUTHORIZED SURPLUS LINES INSURER.

General Information:

Applicant Community Action Partnership of Kern	
Mailing Address 1300 18th Street Bakersfield, CA 93301	**Website**

If the Insured is a Limited Liability Company (LLC), please list the members of that LLC:

1.		**4.**	
2.		**5.**	
3.		**6.**	

Project Details:

1. Project Name: _____
2. Project Address: 901 Union Avenue, Bakersfield, CA 93307
3. Population density (Urban/Suburban/Rural): Suburban
4. What is the anticipated start date of the project? 2026-11-02
5. What is the anticipated finish date of the project? 2027-11-02
6. What are the total construction costs of this project? $ 9,593,825
7. Contract # (if known): _____
8. Describe the scope of work (provide details such as: end use, number of stories, structural/non-structural, etc.):

   Renovation of a four building, one story vacant motel to be converted into 30 PSH units.

9. Project Type: ☐ Residential ☒ Commercial ☐ Industrial
   a. If residential, total # of units, lots, and/or homes:

10. New, Remodel/Renovation or Demo Only: ☐ New ☒ Remodel/Renovation ☐ Demo Only
    a. If Remodel/Renovation, will there be any structural work performed? If yes – provide details: ☒ Yes ☐ No

    Seismic retrofitting and retaining walls

11. Total square footage of the finished project: 10495
    a. If Remodel/Renovation, advise % of total building square footage that is being renovated: 100
12. Number of stories of the finished project: 1
13. Is the project limited to a specific floor? ☐ Yes ☒ No
    If yes – provide details:

14. Does the project include any vertical expansion? ☐ Yes ☒ No
    If yes – provide details:

15. Does the project include any horizontal expansion? ☐ Yes ☒ No

If yes – provide details:

16. Is there any exterior work being done over five (5) stories? ☐ Yes ☒ No

17. Will any work be performed more than eight (8) feet below grade? ☐ Yes ☒ No

18. Describe the intended end use of the building:

Supportive housing

19. Is any portion intended to be sold after project completion? ☐ Yes ☒ No

If yes, what is the approximate sales price per unit/home/lot/total project? _____

20. Does the project involve work related to any of the following: Bridges, Public Road/Streets, Dams/Tunnels, Airports, Amusement Parks/Rides, Oil/Gas/Chemical Industries, Power Plants, Cannabis, Railroads, Condo Conversion, Schools or Solar Energy? ☐ Yes ☒ None of these

If yes – provide details:

21. Does the project include any form of demolition? ☒ Yes ☐ No

If yes, complete the following:

a. What is the name of the demolition contractor being hired? _____

b. Who is hiring the demolition contractor? ☒ General Contractor ☐ Owner

c. Total demolition costs: $ 100,000

d. Is the demo work being performed interior only? ☒ Yes ☐ No

e. Total # of stories being demolished: 1

f. Describe methods used for demolition (any use of ball & chain or blasting):

g. How many months will demolition take? _____

h. Describe the safety precautions in place to protect pedestrians & workers:

22. Will there be use of a tower crane on this project? ☐ Yes ☒ No

23. Will there be full or partial occupancy of any buildings during the project? ☐ Yes ☒ No

If yes, complete the following:

a. What percentage of the building will be occupied? _____

b. How are the occupants protected from construction work/activities?

c. Is there a separate egress/ingress for construction workers accessing this building? ☐ Yes ☐ No

24. Has work started on this project? ☐ Yes ☒ No

If yes, complete the following:

a. When did work begin? _____

b. Why has work started & stopped/why is coverage being replaced? _____

c. Confirm details of work completed to date, including costs: _____

d. Confirm details of work remaining, including costs: _____

e. Name of the GC responsible for prior work: _____

f. Name of the GL carrier providing coverage for NI during prior work: _____

25. Who is responsible for maintaining the site/ sidewalks (including snow/ice removal)?
☐ Owner ☐ General Contractor ☐ Other (describe): _____

General Contractor:

26. Is the General Contractor known? ☐ Yes ☐ No
a. Name of General Contractor: _____
b. Who is the GL Carrier of General Contractor? _____
c. What are the total liability limits carried by the General Contractor? _____
27. Is there any common ownership between the Owner and the General Contractor? ☐ Yes ☐ No
28. Is the owner paying, contracting, or supervising any subcontractors other than the GC? ☐ Yes ☐ No
If yes, provide a list of all such contractors:

Additional Named Insureds & Additional Insured:

29. Are there any other requested Named Insureds? ☐ Yes ☐ No
If yes, complete the following:

NOTE: Requests to add additional Named Insureds are not automatically granted; we require the below information to consider:

- Describe the role and/or function of the additional named entities requested.
- Will all named entities receive risk transfer via written contract from all directly hired contractor(s) on this project including: hold harmless, indemnification and Additional Insured status?

Entity Name	Relationship to Primary Named Insured

30. Are there any other requested Additional Insureds? ☐ Yes ☐ No
If yes, complete the following:

NOTE: Blanket CG2018 status will be provided for banks and mortgage entities. Requests for Additional Insureds are NOT automatically granted; we require the below information to consider:

- Describe the role and/or function of the requested A/I applicable to this project.
- Does the requested A/I also receive Additional Insured status from any directly hired contractor(s) on this project?

Entity Name	Relationship to Primary Named Insured

AUDIT CONTACT INFORMATION

Name:	
Email:	**Phone Number:**

FRAUD WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, may be committing a fraudulent insurance act, and may be subject to a civil penalty or fine.

DO NOT SIGN UNTIL YOU HAVE READ THE CONTENTS OF THIS APPLICATION AND THE FRAUD WARNING.

I have reviewed the contents of this application and with my signature, declare that to the best of my knowledge that all statements herein are true and no material facts have been suppressed or misstated. I am also aware that my operation may be inspected by the Insurance Company.

SIGN AND DATE

APPLICANT'S PRINTED NAME:	
APPLICANT'S SIGNATURE:	DATE:
AGENT OR BROKER'S NAME:	LICENSE NO.:
AGENT OR BROKER'S SIGNATURE:	DATE:

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The prospective premium for certified acts of terrorism coverage is $395.

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

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ARGO CONSTRUCTION

Your **Owner's Interest Excess** pricing summary for:

Community Action Partnership of Kern

Effective date: 2026-11-02
Expiration date: 2027-11-02
Project address: 901 Union Avenue, Bakersfield, CA 93307

Total Cost	+ SL T&F **$11,655** + $250 Amwins Service Fee

MIN EARNED 25%, Min Premium at Audit 100%,

Base Premium	+ SL T&F	$11,100
Terrorism	+ SL T&F	$555
Policy Premium	+ SL T&F	**$11,655**
+ Amwins Service Fee:		$250

Excess Liability Limits

Each Occurrence	$5,000,000
General Aggregate	$5,000,000

Schedule of Underlying General Liability Limits

Each Occurrence Limit	$1,000,000
General Aggregate	$2,000,000
Products Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury Limit	$1,000,000

Carrier: Colony Insurance Company

Our premium, terms, and conditions are based on Colony Insurance Company being the primary general liability carrier. Please note that if the primary is not bound with Colony Insurance Company, our pricing indication will be rescinded.

Coverage is bound upon issuance of policy number by the Company.

Subjectivities (Prior to Binding)

- ☐ Acceptance or Rejection of TRIA
- ☐ The attached SLB Data sheet must be completed and returned to us. *This form is required at the time of binding for all Surplus Lines policies. There may be a delay in the issuance of the policy if the requested information is not provided in a timely manner - Amwins will handle.

This is a non-admitted pricing summary for a general liability policy.



Schedule of Forms and Endorsements

Forms and Endorsements applying to and made part of this policy at the time of issuance:

Form number	Form name
TRIANOTICE-0920	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE
CAPRNotice-0117	CALIFORNIA NOTICE – PREMIUM REFUNDS
CX2101-0908	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
CX2102-0413	TOTAL POLLUTION EXCLUSION
CX2113-0413	EXCLUSION – FUNGI OR BACTERIA
CX2116-0413	EXCLUSION – SILICA OR SILICA-RELATED DUST
CX2120-0413	EXCLUSION – PROFESSIONAL SERVICES
CX2171-0615	EXCLUSION – UNMANNED AIRCRAFT
D2-0120	IMPORTANT NOTICE (CA)
ILP001-0104	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS
PRIVACYNOTICE-0325	NOTICE OF INSURANCE INFORMATION PRACTICES
SCHEDULEXSPRIM-0815	SCHEDULE OF UNDERLYING INSURANCE
SIGCIC-0817	SIGNATURE PAGE
SLBDATA-0721	SURPLUS LINES BROKER DATA
U001-1004	SCHEDULE OF FORMS AND ENDORSEMENTS
U094-0325	SERVICE OF SUIT
U1407-0723	ECONOMIC AND TRADE SANCTIONS ENDORSEMENT
XP103-0815	EXCLUSION – CROSS SUITS
XP125-0815	EXCLUSION – RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW
XP126-0725	EXCLUSION - CONTINUOUS, PROGRESSIVE OR REPEATED INJURY OR DAMAGE
XP14-0823	EXCLUSION - AUTO LIABILITY
XP200-0725	EXCLUSION – WAR
XP212-0815	EXCLUSION – LEAD
XP213-0815	EXCLUSION – BENZENE
XP226-0725	AMENDATORY – LIMITS OF INSURANCE – TERM AGGREGATE
XP23-0520	EXCLUSION - COMMUNICABLE DISEASE, VIRUS OR BACTERIA
XP261-1024	CANCELLATION
XP280-0725	MINIMUM EARNED PREMIUM
XP283-0725	FULLY EARNED PREMIUM – PROJECT SPECIFIC
XP298-0725	EXCLUSION – WILDFIRE
XP330-1221	EXCLUSION - POLY-AND PERFLUOROALKYL SUBSTANCES (PFAS)
XP334-0923	EXCLUSION – CYBER INCIDENT, ELECTRONIC DATA, CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION, AND VIOLATION OF LAW ADDRESSING DATA PRIVACY
XP348-0621	EXHAUSTION OF RETAINED LIMIT
XP40-0725	EXCLUSION – EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)
XP407-0725	EXCLUSION - EMPLOYMENT-RELATED PRACTICES
XP46-0815	EXCLUSION – DIRECTORS AND OFFICERS LIABILITY
XP51-0815	EXCLUSION – USL&H, JONES ACT OR OTHER MARITIME LAWS
XP70-0823	EXCLUSION - HIRED OR NON-OWNED AUTO
XP77-0815	EXCLUSION – PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES
XPCOVFORM-0725	COMMERCIAL EXCESS LIABILITY COVERAGE FORM

This is a non-admitted pricing summary for Excess Liability.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury - in consultation with the Secretary of Homeland Security, and the Attorney General of the United States - to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 80% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

The prospective premium for certified acts of terrorism coverage is $555.

Please tell your insurance agent or broker whether you accept or reject certified acts of terrorism coverage.

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Date: October 23, 2026 Quote Reference#: 1057374

Attn: Amwins - Los Angeles (S Figueroa)
725 South Figueroa Street, 19th
Floor Los Angeles, CA 90017

RE: **PRIME PREMIER POLLUTION LIABILITY Proposal For:**
Named Insured &
Mailing Address Community Action Partnership of Kern
1300 18th Street, Suite 200
Bakersfield, CA 93301

Policy Form: **PRIME PREMIER POLLUTION LIABILITY**
Policy Period: **Effective:** TBD **Expiration:** TBD
Issuing Company: Ascot Specialty Insurance Company
Renewal of Policy Number: New

We appreciate the opportunity to offer the following insurance proposal for the above captioned insured. Below is a summary of premiums, commission, terms and conditions of the proposal. Please note that this proposal is valid for 30 days.

	OPTION 1:		**OPTION 2:**	
Coverage:	**Limit:**	**Deductible:**	**Limit:**	**Deductible:**
Coverage A Location Pollution Liability	$5,000,000	$50,000	$5,000,000	$50,000
Coverage B Miscellaneous Pollution Liability	$5,000,000	$50,000	$5,000,000	$50,000
Coverage C Crisis Management Costs	$5,000,000	$50,000	$5,000,000	$50,000
Coverage D Business Income and Extra Expense	$5,000,000	72 Hour Waiting Period	$5,000,000	72 Hour Waiting Period
Policy Aggregate	$5,000,000	N/A	$5,000,000	N/A

Policy Premium (Excluding TRIA):	$40,100 + SL T&F	$54,900 + SL T&F
Minimum Earned Premium:	100%	100%
Amwins Service Fee:	$250	$250
Policy Term:	1 Year(s)	2 Year(s)

The Policy Premium amount stated above does not include any applicable surplus lines tax and fees. Surplus lines

taxes, fees and filings are the sole responsibility of the broker.

The Policy Premium stated above does not include the premium for Terrorism Risk Insurance Act Coverage. Please see the attached Disclosure Statement regarding Terrorism Risk Insurance Act Coverage and the premium for such coverage. In the event that you choose to purchase Terrorism Risk Insurance Act Coverage, the Total Policy Premium will be the premium shown above plus the Terrorism Risk Insurance Act Coverage premium.

Schedule of Forms and Endorsements:

Name	**Form Number – Edition Date**
CA Surplus Lines Notice	INT- N0001 D2 CA 01 23
Consumer Complaint Notice	INT CN001 10 24
Claim and Notice Reporting	EN AL PN 01 09 23
Prime Premier Pollution Liability Coverage Form	EN PM 00 01 07 23
Business Income and Extra Expense Coverage Amendment with Certificate of Occupancy Exception	EN PM 10 05 07 23
Additional Insured - Designated Entity	EN PM 20 02 07 23
Covered Location Schedule	EN PM 50 01 07 23
Competitor Application Reliance Endorsement	EN PM 60 02 10 23
Mold Matter Limited Exclusion with Certificate of Occupancy Exception	EN PM 10 49 01 25
Ascot Signature Page	INT S0001 07 25

Conditions of the Proposal:
This proposal is subject to receipt, review and acceptance of the following by the indicated date:

1. Written request to accept or reject Terrorism Risk Insurance Act Coverage prior to the effective date.
2. Written request to bind prior to the effective date.

This proposal is an overview of terms and conditions offered. All coverage is subject to the terms and conditions of the policy form indicated. It is your responsibility to review the terms and conditions of the policy. This proposal and the terms and conditions of the policy may differ from specifications requested in the submission.

Thank you for your consideration of this proposal. If you have any questions or concerns, please feel free to contact me.

POLICYHOLDER DISCLOSURE NOTICE OF
TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED

Acceptance or Rejection of Terrorism Insurance Coverage

__I hereby elect to purchase terrorism coverage for certified acts of terrorism for a premium of **3%** of the Policy Premium.
_I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Named Insured & Community Action Partnership of Kern
Mailing Address: 1300 18th Street
Suite 200
Bakersfield, CA 93301

Bakersfield, CA 93301

First Named Insured/Producer Signature Date

Print Name

CONSUMER COMPLAINT NOTICE

In the event you need to contact someone about this insurance for any reason, including to file a complaint with your insurance company, please contact your agent. If no agent was involved in the sale of this insurance, or if you have additional questions or concerns, you may contact the following:

Office of the General Counsel
Ascot Group
1251 Avenue of the Americas, 43rd Floor
New York, NY 10020
1-833-454-3022

ATTACH THIS NOTICE TO YOUR POLICY
This notice is for information only and does not become a part or condition of the attached document.

SPECIMEN

Effective Date of Endorsement: 11/2/2026
Insured Name: Community Action Partnership of Kern

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CLAIM AND NOTICE REPORTING

This endorsement modifies insurance provided under the following:
PRIME POLLUTION LIABILITY COVERAGE FORM
PRIME PREMIER POLLUTION LIABILITY COVERAGE
PRIME PUMPER POLLUTION LIABILITY COVERAGE FORM
PRIME PLUS GENERAL LIABLITY AND POLLUTION LIABILITY COVERAGE FORM
PRIME CONTRACTORS POLLUTION LIABILITY COVERAGE FORM
EXCESS LIABILITY COVERAGE FORM

Subject to the claims and notice reporting provisions within the policy, claim and notice reports may be given in writing via:

POSTAL SERVICE to:
ASCOT Insurance Company
1251 Avenue of the Americas, 43rd Floor
New York, NY 10020

E-MAIL to:
Environmentalclaims@ascotgroup.com

or

By phone:
24 Hour Claims Reporting: 1-833-454-3023
24 Hour Emergency Response: 1-833-ER-ASCOT

SPECIMEN

PRIME PREMIER POLLUTION LIABILITY

(Protecting Real Estate, Manufacturers and Industry from Environmental Risk)

COVERAGE FORM

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SPECIMEN

PRIME PREMIER POLLUTION LIABILITY

COVERAGE FORM

COVERAGE IS IN EFFECT ONLY IF AN APPLICABLE LIMIT IS SHOWN IN ITEM 4. OF THE DECLARATIONS.

Various provisions in this policy restrict coverage. Please read the entire policy carefully to determine rights, duties and what is and is not covered.

SECTION I – COVERAGES, **Coverage A – Location Pollution Liability** of this policy provides claims-made and reported coverage**.**

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Defined terms, other than headings, appear in bold face type. Refer to **SECTION V - DEFINITIONS**.

In consideration of the payment of the premium, and in reliance upon the Application for insurance and written underwriting information submitted to us, we agree to provide the following coverage:

SECTION I – COVERAGES

Coverage A – Location Pollution Liability

1. Insuring Agreements

a. Covered Location Third Party Liability

We will pay **damages** that an insured is legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution event** on, at, under or migrating from a **covered location**, provided that the **pollution event** results in a **claim** first made against the insured during the **policy period**, and reported to us in writing during the **policy period**, within thirty (30) days after the end of the **policy period**, or during an applicable extended reporting period.

b. Covered Location Discovery

We will pay **clean-up costs** that an insured is legally obligated to pay because of **environmental damage** resulting from a **pollution event** on, at, under or migrating from a **covered location**, provided that the **pollution event** is first discovered by a **responsible insured** during the **policy period**, and reported to us in writing during the **policy period**, within thirty (30) days after the end of the **policy period**, or during an applicable extended reporting period.

c. Non-owned Location Third Party Liability

We will pay **damages** that an insured is legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution event** on, at, under or migrating from a **non-owned location**, provided that the **pollution event** results in a **claim** first made against the insured during the **policy period**, and reported to us in writing during the **policy period**, within thirty (30) days after the end of the **policy period**, or during an applicable extended reporting period.

d. Defense

We will have the right and duty to defend the insured against any **claim** seeking **damages** to which this insurance applies. However, we will have no duty to defend the insured against any **claim** seeking **damages** to which this insurance does not apply. We may, at our discretion, investigate any **pollution event** and settle any **claim** that may result. But:

(1) The amount we will pay for **damages** and any other amounts which may be afforded insurance under Coverage A is limited as described in **Section III – LIMITS OF INSURANCE AND DEDUCTIBLE**; and

(2) Our right and duty to defend and to continue to pay supplementary payments end when we have used up or tendered into court the applicable limit of insurance as described in **SECTION I – SUPPLEMENTARY PAYMENTS** and **SECTION III – LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – SUPPLEMENTARY PAYMENTS**.

Coverage B – Miscellaneous Pollution Liability

1. Insuring Agreements

a. Contractors Pollution Liability

We will pay **damages** that an insured is legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution event** caused by **your work** performed by you or on your behalf during the **policy period** in the **coverage territory** and the **pollution event** results in a **claim**, provided that the **bodily injury**, **property damage** or **environmental damage** occurs during the **policy period**.

b. Transportation Pollution Liability

We will pay **damages** that an insured is legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution event** caused by **cargo** during **transportation** in the **coverage territory** before the end of the **policy period** and the **pollution event** results in a **claim**, provided that the **bodily injury**, **property damage** or **environmental damage** occurs during the **policy period**.

c. This insurance applies to **bodily injury**, **property damage** or **environmental damage** only if prior to the **policy period**, no **responsible insured** knew that the **bodily injury**, **property damage** or **environmental damage** had occurred, in whole or in part. If any **responsible insured** knew, prior to the **policy period**, that the **bodily injury**, **property damage** or **environmental damage** occurred, then any continuation, change or resumption of such **bodily injury**, **property damage** or **environmental damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**. However, any continuation, change or resumption of **environmental damage** that is exacerbated solely and directly by **your work** performed during the **policy period** will not be deemed to have been known prior to the **policy period**.

d. Bodily injury, **property damage** or **environmental damage** which occurs during the **policy period** and was not known by any **responsible insured** to have occurred prior to the **policy period**, includes any continuation, change, or resumption of that **bodily injury**, **property damage** or **environmental damage** after the end of the **policy period**.

e. All **bodily injury**, **property damage** or **environmental damage** will be deemed to have been known to have occurred at the earliest time when any **responsible insured**:

(1) Reports all, or any part, of the **bodily injury**, **property damage** or **environmental damage** to us or any other insurer;

(2) Receives a **claim** for **damages** because of the **bodily injury**, **property damage** or **environmental damage**; or

(3) Becomes aware by any other means that **bodily injury**, **property damage** or **environmental damage** has occurred or has begun to occur.

f. Defense

We will have the right and duty to defend the insured against any **claim** seeking **damages** to which this insurance applies. However, we will have no duty to defend the insured against any **claim** seeking **damages** to which this insurance does not apply. We may, at our discretion, investigate any **pollution event** and settle any **claim** that may result. But:

(1) The amount we will pay for **damages** and any other amounts which may be afforded insurance under Coverage B is limited as described in **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**; and

(2) Our right and duty to defend and to continue to pay supplementary payments end when we have used up or tendered into court the applicable limits of insurance as described in **SECTION I – SUPPLEMENTARY PAYMENTS** and **SECTION III - LIMITS OF INSURANCE AND DEDUCTIBLE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – SUPPLEMENTARY PAYMENTS**.

Coverage C – Crisis Management Costs

1. Insuring Agreement

We will pay **crisis management costs** incurred by you in response to a **claim** or a discovery of a **pollution event**, provided that:

a. You are subject to significant adverse regional or national media attention;

b. The **claim** or discovery of **pollution event** has resulted in **bodily injury**, **property damage** or **environmental damage** for which we have provided coverage under this policy; and

c. The **crisis management costs** are reported to us in writing within thirty (30) days of the commencement of the discovery of a **pollution event** by a **responsible insured** or a **claim** made against you.

Coverage D – Business Income and Extra Expense

1. Insuring Agreement

We will pay for the actual loss of **business income** you sustain and the **extra expense** you incur due to the necessary **suspension** of your **operations** during the **period of restoration** because of **environmental damage** resulting from a **pollution event** on, at or under a **covered location**, provided that:

a. The **pollution event** has resulted in **clean-up costs** for which we have provided coverage under **Coverage A – Location Pollution Liability**, **Insuring Agreement 1. a. Covered Location Third Party Liability** or **1 b. Covered Location Discovery**; and

b. You report the **suspension** of your **operations** to us in writing during the **policy period**.

SECTION I – COMMON EXCLUSIONS

The insurance provided in **SECTION I – COVERAGES** does not apply to any **claim**, **damages**, **clean-up costs**, **emergency costs**, **crisis management costs**, the actual loss of **business income**, **extra expense**, and any other amount, cost, expense, injury or damage:

1. Contractual Liability

Based upon or arising out of the insured's assumption of liability in a contract or agreement. This exclusion does not apply to liability for **damages**:

a. That the insured would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury**, **property damage** or **environmental damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **damages** because of **bodily injury**, **property damage** or **environmental damage**, provided:

(1) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(2) Such attorneys' fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which **damages** to which this insurance applies are alleged.

2. Damage to Your Property

Based upon or arising out of any **property damage** to any property (i) owned, leased, occupied by, or loaned to an insured including any costs or expenses incurred for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, or (ii) that is personal property in the care, custody or control of an insured.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, Coverage B – Miscellaneous Pollution Liability**, **1. Insuring Agreements a. Contractor's Pollution Liability** for real or personal property owned or leased by or in the care, custody or control of your client.

3. Employer's Liability

Bodily injury to:

a. An **employee** of the insured arising out of and in the course of employment by the insured or performing duties related to the conduct of the insured's business; or

b. The spouse, child, parent, brother or sister of that **employee** as a consequence of Paragraph **a.** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

5. Installed Asbestos and Lead

Based upon or arising out of asbestos, asbestos-containing materials, lead or lead-containing materials installed or applied in, on, or to any building or other structure.

However, this exclusion does not apply to:

a. A **claim** for **bodily injury** or **property damage**;

b. **Environmental damage** that results in **clean-up costs** for the remediation of any **mode of transportation**, soil, surface water or groundwater; or

c. **Environmental damage** arising from the inadvertent disturbance of asbestos, asbestos-containing materials, lead, or lead-containing materials that are installed or applied in, on or to any building or other structure.

6. Insured vs. Insured

Based upon or arising out of any **claim** made by any insured against any other person or entity who is also an insured under the policy.

However, this exclusion does not apply to:

a. Insurance afforded under **SECTION I – COVERAGES, Coverage B – Miscellaneous Pollution Liability**, **1. Insuring Agreements**, **a. Contractor's Pollution Liability** to a client of the named insured that the named insured has agreed by written contract executed prior to loss to name as an additional insured on this policy;

b. A **claim** involving a named insured and any other person or entity who is also an insured, in which the underlying action is initiated by a third party who is not an insured, such as an action for contribution or cross-claim; or

c. Any **claim** that arises out of an indemnification given by one insured to another insured as specified in an **insured contract**.

7. Material Change In Use

Based upon or arising out of a change in a **covered location's** zoning or use or operational permits, during the **policy period**, than those applicable to the **covered location** as of the effective date of the policy or the effective date of an Endorsement to this policy adding a **covered location**.

8. New Pollution Event at Divested Location

Based upon or arising out of a **pollution event** on, at, under or migrating from a **covered location** that first commenced on or after the date that the **covered location** was sold, given away, condemned, or abandoned by the insured.

9. Noncompliance or Dishonest Acts

Based upon or arising out of a **responsible insured's**:

a. Dishonest, fraudulent, criminal, intentional or malicious act, error or omission or those of a knowingly wrongful nature; or

b. Intentional disregard of, or deliberate, knowing, willful or dishonest noncompliance with any **environmental law** or any other statute, ordinance, regulation, order, judgment, decree, notice of violation, instruction, or directive issued by or on behalf of any governmental body.

However, this exclusion does not apply to:

c. An insured who did not commit, participate in or have knowledge of the conduct described in Paragraphs **a.** or **b.** above;

d. An insured's good faith reliance upon the written advice of qualified outside counsel received prior to such non-compliance; or

e. An insured's good faith efforts to respond to a **pollution event** that results in **emergency costs**.

10. Nuclear Material

Based upon or arising out of the radioactive, toxic or explosive properties of **nuclear material** but only if the insured is:

a. Required to maintain financial protection pursuant to the Atomic Energy Act of 1954;

b. Entitled to indemnity from the United States of America or any agency thereof; or

c. An insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors or would be an insured under any such policy but for its termination upon exhaustion of limits.

11. Prior Known Pollution Event

Based upon or arising out of a **pollution event** known by or reported to a **responsible insured** prior to (i) the effective date of the **policy period** or prior to the effective date of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof affording substantially the same coverage or (ii) the effective date of an Endorsement to this policy adding a **covered location**. Any continuation, change, or resumption of such **pollution event** will be deemed to have been known by or reported to a **responsible insured** prior to the **policy period**.

This exclusion does not apply if:

a. The **pollution event** known by or reported to a **responsible insured** did not meet applicable reporting threshold requirements under **environmental law**. However, this paragraph **a.** does not apply in the absence of any applicable reporting requirements under **environmental law**;

b. A No Further Action (NFA) or equivalent decision has been documented in writing in accordance with **environmental law** with respect to the **pollution event** giving rise to **bodily injury**, **property damage**, or **environmental damage**; or

c. The **pollution event** giving rise to the **bodily injury**, **property damage** or **environmental damage** is specifically referenced, or identified on a Prior Known Pollution Event Exclusion Amendment Endorsement attached to this policy.

12. Underground Storage Tank

Based upon or arising out of an **underground storage tank** which is known by or reported to a **responsible insured** prior to (i) the effective date of the **policy period** or prior to the effective date of the

first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof affording substantially the same coverage, or (ii) the effective date of an Endorsement to this policy adding a **covered location**.

This exclusion does not apply to an **underground storage tank** that has been:

a. Closed, abandoned in place, or removed in accordance with all applicable **environmental law**; or

b. Scheduled to this policy by Endorsement.

13. Upgrades, Repairs, Maintenance, Improvements, or Installations

Based upon or arising out of any costs, charges or expenses for any upgrade or repair to, or maintenance, improvement or installation of, any equipment, control mechanism, or process on, at, within or under a **covered location**, **non-owned location** or job-site associated with **your work**, even if such upgrade, repair, maintenance, improvement or installation is required by **environmental law**.

This exclusion does not apply to coverage provided under the policy for an institutional control or engineering control required by **environmental law** because of **environmental damage** caused by a **pollution event** that commences on or after the effective date of the policy.

14. War

Based upon or arising, directly or indirectly, out of:

a. War, including undeclared or civil war;

b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

15. Workers' Compensation and Similar Law

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

16. Your Product

Based upon or arising out of **your product** or any part of it after an insured has relinquished physical possession.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, Coverage A – Location Pollution Liability**, **1. Insuring Agreements c. Non-owned Location Pollution Liability**, or **Coverage B – Miscellaneous Pollution Liability**, **1. Insuring Agreements, b. Transportation Pollution Liability**.

SECTION I – SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any **claim** we investigate, defend or settle, or any **emergency costs** incurred by any insured, the following supplementary payments:

a. All expenses we incur that are directly allocated to a particular **claim**.

b. All attorneys' fees or attorneys' expenses incurred by the insured in connection with **emergency costs**.

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

d. All court costs taxed against the insured in the **claim**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

f. All interest on the full amount of any judgment that accrues after entry of any judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These supplementary payments will not reduce the limits of insurance.

However, our right and duty to defend and continue to pay supplementary payments end when we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court, or (ii) the Policy Aggregate limit has been used up or tendered into court.

2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:

a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;

d. The allegations in the **suit** and the information we know about the **pollution event** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of the indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement and/or defense of the **suit**;

(b) Immediately send us copies of any demands, notices, summonses and/or legal papers received in connection with the **suit**;

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the **suit**; and

(b) Conduct and control the defense of the indemnitee in such **suit**.

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us, and necessary litigation expenses incurred by the indemnitee at our request will be paid as **SECTION I – SUPPLEMENTARY PAYMENTS**. Notwithstanding the provisions of **SECTION I – COMMON EXCLUSIONS**, Exclusion **2. Contractual Liability**, Paragraph **b.**, such payments will not be deemed to be **damages** for **bodily injury**, **property damage** and **environmental damage** and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as **SECTION I – SUPPLEMENTARY PAYMENTS** end when we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; (ii) the Policy Aggregate limit has been used up or tendered into court; or (iii) the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Any subsidiary, associated, affiliated, allied, or limited liability company or corporation, including subsidiaries thereof, over which you maintain ownership or majority interest as of the effective date of the **policy period** will qualify as a Named Insured.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However, coverage under this policy does not apply to **bodily injury**, **property damage**, or **environmental damage** that occurred before you acquired or formed the organization.

4. Each of the following is also an insured:

a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) Bodily injury:

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or

(b) For which there is any obligation to share damages with or repay someone else who must pay **damages** because of the injury described in Paragraphs **(1)(a)** above.

(2) Property damage or **environmental damage** to property owned, occupied or used by, rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee**), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only with respect to liability arising out of the maintenance or use of that property and until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this policy.

e. Any person(s) or organization(s) for whom you have agreed in writing in a contract, agreement, or permit executed prior to loss that such person(s) or organization(s) be added as an additional insured

on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury**, **property damage**, or **environmental damage** caused, in whole or in part, by:

(1) Your acts or omissions or the acts or omissions of those acting on your behalf in connection with a **covered location**;

(2) Your work;

(3) Your ownership, maintenance, operation, or use of a **covered location**.

However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the contract, agreement or permit to provide for such additional insured and the most we will pay on behalf of such additional insured is the amount of insurance (i) required by the contract, agreement or permit or (ii) available under the applicable limits of insurance, whichever is less.

f. Any person or organization that has a controlling interest in you, but only with respect to their liability for **bodily injury**, **property damage** or **environmental damage** arising out of their financial control of you.

SECTION III – LIMITS OF INSURANCE AND DEDUCTIBLE

1. The Limits of Insurance and Deductible shown in the Declarations and the rules below fix the most we will pay and the deductible amount that applies regardless of the number of:

a. Insureds;

b. Claims made or **suits** brought;

c. Persons or organizations making **claims** or bringing **suits**; or

d. Pollution events.

2. The Policy Aggregate Limit is the most we will pay for all **damages**, **clean-up costs**, **emergency costs, crisis management costs**, and actual loss of **business income** and **extra expense** under all insurance afforded under the policy.

3. Subject to Paragraph **2.** above, the Coverage A - Location Pollution Liability Limit is the most we will pay for all **damages** and **clean-up costs** under **Coverage A - Location Pollution Liability** because of all **bodily injury**, **property damage** and **environmental damage** arising out of any one **pollution event**. Under Coverage A, all **damages** and **clean-up costs**, or any combination thereof, arising out of the same, related or continuous **pollution event** are deemed to arise out of one **pollution event**.

4. Subject to Paragraph **2.** above, the Coverage B - Miscellaneous Pollution Liability Limit is the most we will pay for all **damages** under **Coverage B - Miscellaneous Pollution Liability** because of all **bodily injury**, **property damage** and **environmental damage** arising out of any one **pollution event**. Under Coverage B, all **damages** arising out of the same, related or continuous **pollution event** are deemed to arise out of one **pollution event**.

5. Subject to Paragraph **2.** above, the Coverage C – Crisis Management Costs Limit is the most we will pay under **Coverage C – Crisis Management Costs** for all **crisis management costs** under this policy. Under Coverage C, all **crisis management costs** arising out of the same, related or continuous **pollution event** are deemed to arise out of one **pollution event**.

6. Subject to Paragraph **2.** above, the Coverage D - Business Income and Extra Expense Limit is the most we will pay under **Coverage D - Business Income and Extra Expense** for the actual loss of **business income** and **extra expense** during the **period of restoration** because of **environmental damage** arising out of any one **pollution event**. Under Coverage D, all actual loss of **business income** and **extra expense**, or any combination thereof, arising out of the same, related or continuous **pollution event** are deemed to arise out of one **pollution event**.

7. The Limits of Insurance apply in excess of the Deductible amounts shown in the Declarations. The deductible amount applies as follows:

a. As respects Coverage A - Location Pollution Liability Limit, to all **damages**, **clean-up costs** and any payments made under **SECTION I – SUPPLEMENTARY PAYMENTS** because of **bodily injury**, **property damage** or **environmental damage** arising out of the same, related or continuous **pollution event**.

b. As respects Coverage B - Miscellaneous Pollution Liability Limit, to all **damages** and any payments made under **SECTION I – SUPPLEMENTARY PAYMENTS** because of **bodily injury**, **property damage** or **environmental damage** arising out of the same, related or continuous **pollution event**.

c. As respects Coverage C – Crisis Management Costs Limit, to all **crisis management costs** incurred arising out of the same, related or continuous **pollution event**.

However, if this insurance applies on an excess basis as described in **SECTION IV – CONDITIONS**, Condition **15. Other Insurance**, Paragraph **b. Excess Insurance**, the Deductible amounts shown in the Declarations will be reduced by any such valid and collectible other insurance.

We may pay any part or the entire deductible amount to effect settlement of any **claim**, **damages**, **clean-up costs**, or **crisis management costs** which may be covered under this policy and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

If the same or related **pollution event** results in coverage under more than one Coverage Part, only the highest deductible under any one Coverage Part will apply.

8. When we present a settlement offer to the insured that is acceptable to a claimant and within the applicable Limits of Insurance or Deductible, and the insured rejects the proposed settlement of the **claim** for the amount of the settlement offer, our duty to defend the **claim** and to continue to pay supplementary payments shall end and the insured shall defend the **claim** at the insured's own expense. In that event, our liability shall not exceed the amount of the settlement offer that was rejected by the insured, plus the amount of supplementary payments including the costs of legal defense incurred up to and including the date of such rejection by the insured, less any outstanding Deductible amounts.

9. The Limits of Insurance apply to the entire **policy period**. If the **policy period** is extended after policy issuance for an additional period, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

10. With respect to **SECTION I – COVERAGES**, **Coverage A – Location Pollution Liability**, if during the **policy period**:

a. A **pollution event** is first discovered by the insured and reported to us; or

b. A **claim** is first made against an insured and reported to us;

then any additional discovery(ies) of a **pollution event(s)** made by an insured or any additional **claim(s)** made against an insured arising from the same, related or continuous **pollution event** that is reported to us during the policy period of a continuous, uninterrupted renewal of this policy affording substantially the same coverage as this policy, will be:

c. Deemed to be one discovery or **claim**;

d. Deemed to have been first discovered and reported, or first made and reported during this **policy period** on the date the first of such discovery(ies) or **claim(s)** was made and reported; and

e. Subject only to the applicable limit of insurance for this policy stated in the Declarations and no other policy.

SECTION IV – CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this policy.

2. Business Income and Extra Expense Loss Determination

a. The amount of **business income** loss will be determined based on:

(1) The Net Income of the business before the **environmental damage** occurred;

(2) The likely Net Income of the business if no **environmental damage** had occurred;

(3) The operating expenses, including payroll expenses, necessary to resume **operations** with the same quality of service that existed immediately prior to the **environmental damage**; and

(4) Other relevant sources of information including your financial records and accounting procedures, bills, invoices and other vouchers and deeds, liens or contracts.

b. The amount of **extra expense** will be determined based on all expenses that exceed the normal operating expenses that would have been incurred by **operations** during the **period of restoration** if no **environmental damage** had occurred. We will deduct from the total of such expenses any necessary expenses that reduce the **business income** loss that otherwise would have been incurred.

c. We will reduce the amount of your **extra expense** loss to the extent you can return **operations** to normal and discontinue such **extra expense**.

d. If you do not resume **operations**, or do not resume **operations** as soon as possible, we will pay based on the length of time it would have taken to resume **operations** as soon as possible.

3. Cancellation and Non-renewal

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) Ninety (90) days before the effective date of cancellation if we cancel for fraud, or material misrepresentation or concealment.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The **policy period** will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be less than pro rata and will be subject to the Minimum Earned Premium stated in the Declarations. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

g. If we decide not to renew, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than ninety (90) days before the expiration date. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

5. Choice of Forum

In the event that the insured and we have any dispute concerning or relating to this policy, including its formation, coverage provided hereunder, or the meaning, interpretation, or operation of any term, condition, definition, or provision of this policy resulting in litigation, arbitration or other form of dispute

resolution, the insured agrees with us that any such litigation, arbitration or other form of dispute resolution shall take place in the appropriate federal or state courts located in New York, New York.

6. Choice of Law

In the event that the insured and we have any dispute concerning or relating to this policy, including its formation, coverage provided hereunder, or the meaning, interpretation or operation of any term, condition, definition or provision of this policy resulting in litigation, arbitration or other form of dispute resolution, the insured agrees with us that the laws of the State of New York shall apply without giving effect to any conflicts or choice of law principles. The terms and conditions of this policy shall not be deemed to constitute a contract of adhesion and shall not be construed in favor of or against any party hereto by reason or authorship or otherwise.

7. Currency

All reimbursement shall be made in United States currency at the rate of exchange prevailing on the date of judgment if judgment is rendered, the date of settlement if settlement is agreed upon with our written consent, or the date of the payment of **damages**, **clean-up costs**, **emergency costs**, **crisis management costs**, the actual loss of **business income** or **extra expense**, whichever is applicable.

8. Duties in the Event of a Pollution Event, Claim, or Suit

a. Without limiting the requirements of any insuring agreement in this policy, you must notify us as soon as practicable of a **pollution event** that may result in a **claim** or is reasonably likely to involve this policy. To the extent possible, notice should include:

(1) How, when and where the **pollution event** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the **pollution event**.

b. If a **claim** is made or **suit** is brought against any insured, you must:

(1) Immediately record the specifics of the **claim** or **suit** and the date received; and

(2) Notify us as soon as practicable.

You must provide us with written notice of the **claim** or **suit** as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses and/or legal papers received in connection with the **claim** or **suit**;

(2) Immediately send us copies of contracts, certificates of insurance, environmental site assessments and any other documents deemed pertinent by us to the **claim** or **suit**;

(3) Authorize us to obtain records and other information;

(4) Cooperate with us in the investigation or settlement of the **claim** or defense against the **suit**; and

(5) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. In the event **emergency costs** or **crisis management costs** are incurred, you must provide, in writing, all available information relating to such **emergency costs**, **crisis management costs** and the **pollution event** giving rise thereto to us within thirty (30) days of the discovery of the **pollution event** by a **responsible insured** or the date the **claim** was made against you.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than **emergency costs**, without our consent.

f. When any insured becomes legally obligated to pay **clean-up costs** to which this insurance applies, the insured must:

(1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency;

(2) Submit, for our approval, all bids and contracts for **clean-up costs** prior to execution or issuance; and

(3) Forward progress submittals regarding **clean-up costs** at reasonable intervals and always prior to submittal to any regulatory agency that is authorized to review and approve such submittals.

We shall have the right, but not the duty, to assume direct control of such **clean-up costs**. Any **clean-up costs** incurred by us shall be applied against the applicable Limit of Insurance and is subject to the deductible.

g. If we are prohibited under applicable law from investigating, defending or settling any such **claim** or **suit,** the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.

9. Economic and Trade Sanctions

In accordance with laws and regulation of the United States concerning economic and trade sanctions administered and enforced by The Office of Foreign Assets Control (OFAC), this policy is void ab initio solely with respect to any term or condition of this policy that violates any laws or regulations of the United States concerning economic and trade sanctions.

10. Extended Reporting Period

This condition applies only with respect to **Coverage A – Location Pollution Liability**.

a. This condition applies only if:

(1) The policy is cancelled or non-renewed for any reason except fraud or non-payment of the premium; or

(2) We renew or replace this policy with **Coverage A – Location Pollution Liability** that provides claims-made and reported coverage for **bodily injury**, **property damage** or **environmental damage** and we advance the Retroactive Date; and

(3) You do not purchase coverage to replace the coverage described in Paragraph **a. (2)** above.

b. Automatic Extended Reporting Period

You shall be entitled to a ninety (90) day Automatic Extended Reporting Period for no additional premium commencing on the date and at the time the **policy period** ends to provide written notice to us:

(1) Of a **claim** first made against the insured during the **policy period**; or

(2) Of a **claim** first made against the insured during the ninety (90) day Automatic Extended Reporting Period, if such **claim** results from a **pollution event** first discovered and reported to us, in writing, during the **policy period**.

When the ninety (90) day Automatic Extended Reporting Period applies, a **claim** reported to us, in writing, during this ninety (90) day period will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is otherwise covered by this policy.

c. Optional Extended Reporting Period:

(1) The first Named Insured shown in Item 1. of the Declarations is entitled to purchase an Optional Extended Reporting Period of up to forty-eight (48) months commencing on the date and at the time the **policy period** ends to provide written notice to us of a **claim** first made against the insured during the Optional Extended Reporting Period, if such **claim** results from a **pollution event** first discovered and reported to us, in writing, during the **policy period**. When the Optional Extended Reporting Period applies, a **claim** reported to us, in writing, during this specified period will be deemed to have been made on the last day of the **policy period**, provided that the **claim** is otherwise covered by this policy.

(2) The Extended Reporting Period Endorsement will not reinstate or increase the Limits of Insurance or extend the **policy period**.

d. We will issue the Endorsement indicating the Extended Reporting Period Option has been accepted if the first Named Insured shown in Item 1. of the Declarations:

(1) Makes a written request for a specified extended reporting period of up to forty-eight (48) months within the thirty (30) days after the end of the **policy period**; and

(2) Promptly pays us the additional premium, which will not exceed 200% of the policy premium, when due.

The Extended Reporting Period Endorsement will not take effect unless the additional premium is paid when due. If that premium is paid when due, the Endorsement may not be cancelled. The additional premium will be fully earned when the Endorsement takes effect.

If the Optional Extended Reporting Period is purchased, the ninety (90) day Automatic Extended Reporting Period referred to in Paragraph **b.** above shall form part of, and not be in addition to, the Optional Extended Reporting Period.

e. The offer of renewal terms, conditions, or premiums different from those in effect prior to renewal, except for the advancement of a retroactive date as stated in Paragraph **a. (2)** above, does not constitute non-renewal for the purpose of this paragraph **10. Extended Reporting Period**.

f. The Extended Reporting Period Endorsement will also amend **SECTION IV – CONDITIONS**, Condition **15. Other Insurance** so the insurance provided will be excess over any other valid and collectible insurance available to the insured, whether primary, excess, contingent or on any other basis, whose policy period begins or continues after the Endorsement takes effect.

11. First Named Insured Duties

The first Named Insured shown in Item 1. of the Declarations:

a. Is responsible for the payment of Deductible amounts;

b. Is responsible for the payment of all premiums;

c. Will act on behalf of all other Named Insureds for giving and receiving notice of cancellation or non-renewal;

d. Will be the payee for any return premiums that may become payable;

e. Will act on behalf of all other Named Insureds for the receipt and acceptance of any endorsement issued to form a part of this policy; and

f. Will act on behalf of all other Named Insureds to purchase the Optional Extended Reporting as set forth in Paragraph **10. Extended Reporting Periods**.

12. Independent Counsel

In the event the insured is entitled by law to select independent counsel to oversee our defense of a **claim** or **suit** at our expense, the attorney fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the jurisdiction where the **claim** or **suit** arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claim**(s) or **suit**(s) similar to the one pending against the insured and to require such counsel to have a specific minimum amount of errors and omissions insurance coverage. With respect to any such counsel, the insured agrees that counsel will timely respond to our request for information regarding the **claim** or **suit**.

Furthermore, the insured may at any time, by the insured's written consent, freely and fully waive these rights to select independent counsel.

13. Inspections and Surveys

SPECIMEN

a. We have the right but not the duty to make inspections and surveys at any time, report on the conditions we find and recommend changes.

b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions are safe, healthful or comply with laws, regulations, codes or standards.

This applies not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

14. Legal Action Against Us

No person or organization has a right under this policy:

a. To join us as a party or otherwise bring us into a **claim** or **suit** asking for **damages** from an insured; or

b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for **damages** that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

15. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this policy, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, regardless of whether **b.** below applies, in the event that a written contract or agreement or permit requires this insurance to be primary for any person or organization you agreed to insure and such person or organization is an insured under this policy, we will not seek contributions from any such other insurance issued to such person or organization.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any other insurance, whether primary, excess, contingent or on any other basis that covers your liability for **bodily injury**, **property damage** or **environmental damage** arising from a **pollution event**;

(b) Any other insurance, whether primary, excess, contingent or on any other basis available to you covering liability for **damages** caused by or resulting from a **pollution event** during **transportation**;

(c) Any other insurance, whether primary, excess, contingent or on any other basis that is Business Income and Extra Expense or similar coverage applicable to a **covered location**;

(d) Any other insurance, whether primary, excess, contingent or on any other basis, available to you covering liability for **damages** at a **covered location**, for which you have been added as an additional insured; or

(e) Any project specific primary insurance available to you covering liability for **damages** arising out of **your work**, for which you are an insured.

(2) When this insurance is excess, we will have no duty to defend the insured against any **claim** if any other insurer has a duty to defend the insured against that **claim**. If no other insurer defends, we

will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance; and

(c) The Deductible amounts shown in the Declarations of this policy reduced by actual amounts paid from other insurance in Paragraph **(a)** above on behalf of the insured to the extent such amounts would have been payments made by us on behalf of the insured under this policy in the absence of the insured's obligation to pay the Deductible.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this policy.

c. Method of Sharing

If other insurance is also primary, then we will share with all that other insurance by an equal share contribution method. Under this approach each insurer contributes equal amounts, excess of applicable deductible and self-insured amounts under all such insurance, until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

16. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

17. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom **claim** is made or **suit** is brought.

18. Service of Suit

It is hereby understood and agreed that we may be sued upon any cause of action arising under any insurance contract made by us or evidence of insurance issued or delivered by the broker, in the courts for the county(s) where the insurance provides coverage or in the courts of New York, New York where we maintain our home office.

It is further agreed that service of process in such suit may be made upon the Superintendent, Commissioner, Director of Insurance or other appropriate person at the state Department of Insurance, Secretary of State or other designee as provided for in specific state laws and/or regulations.

When service of process is made upon a statutory designee according to state law, such process should be provided via certified mail to us to the attention of our General Counsel.

It is further agreed that in any **suit** instituted against any insured under this policy or otherwise upon this policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

19. Transfer of Rights of Recovery Against Others to Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will

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bring **suit** or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization, in writing, prior to a loss, we waive any right of recovery we may have under this policy against such person or organization.

20. Transfer of Your Rights and Duties Under This Policy

Your rights and duties under this policy may be transferred with our prior written consent and we will show our consent by issuance of an Endorsement to the policy, except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION V – DEFINITIONS

1. **Auto** means:
   - **a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   - **b.** Any other land vehicle that is subject to a compulsory or financial responsibility law where it is licensed or principally garaged.
2. **Bodily injury** means physical injury, sickness, disease, building-related illness, mental anguish, shock or emotional distress, sustained by a person, including death resulting from any of these at any time.
3. **Business income** means:
   - **a.** Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred (including rental income from tenant occupancy of the **covered location**). For manufacturing risks, Net Income includes the net sales value of production; and
   - **b.** Continuing normal operating expenses incurred, including payroll and the amount of charges which are the legal obligation of any tenant(s) but would otherwise be your obligations.
4. **Cargo** means the goods, products, merchandise, supplies or waste transported by the insured or by a third-party carrier properly licensed to transport such goods, products, merchandise, supplies or waste.
5. **Claim** means a written demand, notice or assertion of a legal right alleging liability or responsibility on the part of the insured. **Claim** includes a **suit**.
6. **Clean-up costs** mean reasonable costs, charges and expenses, incurred to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test contaminated soil, surface water, groundwater or other media but only:
   - **a.** To the extent required by **environmental law**;
   - **b.** With respect to **mold matter** and Legionella pneumophilia, in the absence of Paragraph **a.** above, to the extent recommended in writing by an indoor environmental professional that we approve; or
   - **c.** To the extent incurred by the government or any political subdivision within Definition **7.a. Coverage territory** for which you are legally liable.

   Clean-up costs include **emergency costs** and **restoration costs**. **Clean-up costs** do not include compensation, fees, benefits, overhead charges, or expenses for goods or services of an insured or its parent, subsidiary, or affiliate unless we provide our written approval.
7. **Coverage territory** means:
   - **a.** The United States of America (including its territories and possessions), Puerto Rico, Canada and the Gulf of Mexico; or
   - **b.** All other parts of the world if the injury or damage is caused by or results from a **pollution event**:

(1) On, at, under or migrating from a **non-owned location** or a **covered location** located outside of the territory of Paragraph **a.** above;

(2) Arising out of **your work** occurring outside of the territory of Paragraph **a.** above; or

(3) During **transportation** occurring outside of the territory of Paragraph **a.** above;

and provided that the insured's responsibility to pay **damages** for **bodily injury**, **property damage**, **environmental damage**, **clean-up costs** or any other amount, injury or damage for which insurance may be afforded under this policy is determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico or Canada.

However, we assume no responsibility for furnishing certificates or evidence of insurance or bonds and we will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.

8. **Covered location** means the location(s) shown in a Covered Location Schedule Endorsement attached to the policy.

9. **Crisis management costs** means the following reasonable costs, charges, and expenses incurred to minimize negative publicity and to maintain or restore your reputation and public confidence provided by, or at the direction of a **crisis management firm** for a period of no more than six (6) months commencing on the day that the **pollution event** was first discovered by a **responsible insured** or the **claim** was first made against the insured:

a. Public relations costs;

b. Medical costs;

c. Funeral costs;

d. Psychological counseling costs;

e. Travel costs;

f. Security costs; or

g. Any other costs for services or activities for which we have given our written approval.

However, **crisis management costs** do not include (i) any costs, charges or expenses for the legal defense of a **claim** or any attorney representation before any governmental body; or (ii) compensation, fees, benefits, overhead charges, or expenses for goods or services of the insured or its parent, subsidiary, or affiliate.

10. **Crisis management firm** means a qualified crisis management firm for which we have provided our prior written approval to you provided that such firm is hired by you under written contract or agreement to advise you on minimizing negative publicity and maintaining or restoring your reputation and public confidence.

11. **Damages** means:

a. Monetary judgment, award, or settlement of compensatory damages for **bodily injury**, **property damage** or **environmental damage**;

b. Monetary judgment, award, or settlement for medical monitoring that results from **bodily injury** for which you are determined to be liable;

c. Where allowable by law: punitive, exemplary, or multiplied damages, and civil fines, penalties, and assessments for **bodily injury** and **property damage**; and

d. **Clean-up costs**.

12. **Emergency costs** mean reasonable costs, charges, and expenses incurred by you to investigate, remove, dispose of, abate, contain, treat, neutralize, monitor or test contaminated soil, surface water, groundwater or other media in response to a **pollution event** which is an imminent and substantial threat to human health or the environment and for the period of no more than ten (10) business days commencing on the

day that the **pollution event** was first discovered by a **responsible insured** or the **claim** made against the insured.

13. **Employee** includes a **leased worker** and a **temporary worker**.

14. **Environmental damage** means physical damage to land, any **mode of transportation**, structures on land or water, the atmosphere, any watercourse or body of water including surface water or groundwater, giving rise to **clean-up costs**.

    Environmental damage does not include **property damage**.

15. **Environmental law** means any federal, state, provincial, municipal, or local laws, including, but not limited to, statutes, rules, ordinances, guidance documents, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, and governmental, judicial or administrative orders and directives that are applicable to a **pollution event**.

16. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

17. **Extra expense** means necessary expenses, other than the expense to repair or replace property or **clean-up costs**, that would not have been incurred had there been no **environmental damage**. To the extent it reduces the amount of **business income** loss, **extra expense** includes expenses you incur to avoid or minimize the **suspension** of business and to continue **operations**:

    a. At the **covered location**; or

    b. At replacement or temporary location(s), including relocation expenses and costs to equip and operate the replacement or temporary location(s).

    Extra Expense will be reduced by any salvage or other value of property obtained for temporary or other use during the **period of restoration** that remains after the resumption.

18. **Insured contract** means:

    a. A contract for a lease of premises;

    b. A sidetrack agreement;

    c. Any easement or license agreement;

    d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

    e. An elevator maintenance agreement;

    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury**, **property damage** or **environmental damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

    Paragraph **f.** does not include that part of any contract or agreement that indemnifies an architect, engineer or surveyor for injury or damage arising out of:

    (1) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

    (2) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

19. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

20. **Misdelivery** means the delivery of any liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another.

21. **Mode of transportation** means an **auto**, railcar, rolling stock, train, watercraft or aircraft. **Mode of transportation** does not include pipelines.

22. **Mold matter** means mold, mildew and fungi, whether or not such **mold matter** is living.

23. **Natural resource damage** means physical injury to or destruction of, as well as the assessment of such injury or destruction, including the resulting loss of value of land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. 1801 et seq.)), any state, local or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

24. **Non-owned location** means:

    a. Any location described in a Non-Owned Location Schedule Endorsement attached to the policy; or

    b. In the absence of Paragraph **a.** above, **non-owned location** means:

        (1) Any location located in the United States of America (its territories or possessions) or Canada; and

        (2) The location is not, and never was, owned by, occupied by, or loaned to any insured or to a purchaser or user of **your product**; and

    c. For each location described in Paragraphs **a.** and **b.** above, such location must also be either:

        (1) A location performing operations or services on your behalf other than a location described in paragraph **(3)** below;

        (2) A job site location leased, rented, occupied, or borrowed for use by you as a staging area to facilitate **your work**; or

        (3) A treatment, storage, or disposal facility utilized by you or on your behalf for waste or recyclable material generated from a **covered location** or from **your work** provided that at the time such waste or recyclable materials were legally consigned for delivery or delivered for storage, disposal, processing or treatment at such location:

            (a) Such location is properly licensed by the appropriate federal, state or local authority to accept and perform storage, disposal, processing or treatment of such waste or recyclable material and is in compliance with **environmental law**;

            (b) Such location or any part thereof is not listed or proposed to be listed on the Federal National Priorities List (NPL) or a state-specific superfund site list;

            (c) Such location is not subject to a consent order, consent decree, or corrective action under **environmental law**; and

            (d) Such location is not subject to bankruptcy or financial insolvency and is not owned or operated by a bankrupt or financially insolvent person or entity.

25. **Nuclear material** means source material, special nuclear material or byproduct material which have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

26. **Operations** means:

    a. Your business activities occurring on or at the **covered location**; and

    b. The tenantability of the **covered location**.

27. **Period of restoration** means the period of time that:

    a. Begins:

        (1) Seventy-two (72) hours after the necessary **suspension** of your **operations** for **business income**; or

(2) Immediately after the necessary **suspension** of your **operations** for **extra expense**; and

b. Ends on the earlier of:

(1) When **operations** resume at the **covered location** or at a new **location**; or

(2) Sixty (60) days after the insured no longer incurs **clean-up costs**.

The expiration date of this policy will not reduce the **period of restoration**.

28. Policy period means the period of time stated in Item 3. of the Declarations. However, if the policy is cancelled in accordance with **SECTION IV – CONDITIONS**, Condition **3. Cancellation and Non-renewal**, the **policy period** ends on the effective date of such cancellation.

29. Pollutants means any solid, liquid, gaseous or thermal irritant, or contaminant, including smoke, soot, vapor, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, waste materials, including medical, infectious, and pathological wastes, and low-level radioactive waste and material.

Pollutants include electromagnetic fields, **mold matter**, and Legionella pneumophilia.

30. Pollution event means:

a. The discharge, dispersal, release, escape, migration, or seepage of **pollutants** on, in, into, or upon land, any **mode of transportation**, structures on land or water, the atmosphere, any watercourse or body of water including surface water or groundwater, provided that such conditions are not naturally present in the environment in the concentration or amounts discovered;

b. The presence of **mold matter** on, at or within buildings or structures;

c. **Misdelivery**; or

d. The illicit abandonment of **pollutants** provided that such abandonment was committed by parties other than an insured and without the knowledge of a **responsible insured**.

31. Property damage means:

a. Physical injury to or destruction of tangible property, including all resulting loss of use and diminished value of that property. All such loss of use and diminished value shall be deemed to occur at the time of the physical injury that caused it;

b. Loss of use and diminished value of tangible property that is not physically injured or destroyed. All such loss of use shall be deemed to occur at the time of the **pollution event** that caused it; or

c. **Natural resource damage**.

Property damage does not include **environmental damage**.

For the purpose of this insurance, electronic data is not tangible property. As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CDROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

32. Responsible insured means:

a. Your **executive officers**, directors, partners or members;

b. Your manager of a **covered location**;

c. Your **employee** responsible for environmental affairs, health and safety affairs, control or compliance or any other **employee** authorized by you to give or receive notice of a **claim**.

33. Restoration costs mean reasonable and necessary costs incurred by the insured, to repair, restore or replace damaged real or personal property damaged during work performed in the course of incurring **clean-up costs** in order to restore the property to the condition it was in prior to being damaged during such work. **Restoration costs** shall not exceed the lesser of actual cash value of such real or personal property or the cost of repairing, restoring or replacing the damaged property with other property of like

kind and quality. An adjustment for depreciation and physical condition shall be made in determining actual cash value. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment, except to the extent such betterments of the damaged property entail the use of materials which are environmentally preferable to those materials which comprised the damaged property. Such environmentally preferable material must be certified as such by an applicable independent certifying body, where such certification is available, or, in the absence of such certification, to be determined in our sole discretion.

34. Suit means a civil proceeding in which **damages** to which this insurance applies are alleged. **Suit** includes an arbitration proceeding in which such **damages** are claimed and to which the insured must submit or does submit with our consent or any other alternative dispute resolution proceeding in which such **damages** are claimed and to which the insured submits with our consent.

35. Suspension means:

a. The slowdown or cessation of your business activities; or

b. That a part or all of the **covered location** is rendered untenantable.

36. Temporary worker means a person who is furnished to you to substitute for a permanent worker on leave or to meet seasonal or short-term workload conditions.

37. Transportation means the movement of **cargo** in a **mode of transportation** by the insured or a third-party carrier from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement of **cargo** into, onto or from a **mode of transportation**.

38. Underground storage tank means any tank, including any piping and appurtenances connected to the tank, located on or under a **covered location**, that has at least 10% of its combined volume underground. **Underground storage tank** does not include:

a. Septic tanks, sump pumps, or oil/water separators;

b. A tank that is enclosed within a basement or cellar, if the tank is upon or above the surface of the floor; or

c. Storm-water or wastewater collection systems.

39. Volunteer worker means a person who is not your **employee**, and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

40. Your product:

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your product**; and

(2) The providing of or failure to provide warnings or instructions.

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41. Your work means work or operations performed by you or on your behalf scheduled by Endorsement to this policy.

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Effective Date of Endorsement: 11/2/2026
Insured Name: Community Action Partnership of Kern

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS INCOME AND EXTRA EXPENSE COVERAGE AMENDMENT WITH CERTIFICATE OF OCCUPANCY EXCEPTION

This endorsement modifies insurance provided under the following:
PRIME PREMIER POLLUTION LIABILITY COVERAGE FORM

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

1. **SECTION I – COVERAGES**, **Coverage D – Business Income and Extra Expense**, Paragraph **1. Insuring Agreement** is deleted and replaced with the following:

   1. Insuring Agreement

   We will pay for the actual loss of **business income** you sustain and the **extra expense** you incur due to the necessary **suspension** of your **operations** during the **period of restoration** because of **environmental damage** resulting from a **pollution event** on, at or under a **covered location** and the **covered location** has received a Certificate of Occupancy, provided that:

   a. The **pollution event** has resulted in **clean-up costs** for which we have provided coverage under **Coverage A – Location Pollution Liability**, **Insuring Agreements 1.a. Covered Location Third Party Liability** or **1. B. Covered Location Discovery**; and

   b. You report the **suspension** of your **operations** to us in writing during the **policy period**.

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Effective Date of Endorsement: 11/2/2026
Insured Name: Community Action Partnership of Kern

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:
PRIME PREMIER POLLUTION LIABILITY COVERAGE FORM

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

SCHEDULE:

Name of Additional Insured Entity:
City of Bakersfield

1. **SECTION II – WHO IS AN INSURED**, Paragraph **4.e.** is amended to specify the entity indicated in the Schedule as:

   e. Any person(s) or organization(s) for whom you have agreed in writing in a contract, agreement or permit that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for **bodily injury**, **property damage** or **environmental damage** caused in whole or in part, by:

   (1) Your acts or omissions or the acts or omissions of those acting on your behalf in connection with a **covered location**;

   (2) Your work;

   (3) Your ownership, maintenance, operation or use of a **covered location**.

   However, the insurance afforded to such additional insured only applies to the extent permitted by law and will not be broader than that which you are required by the contract, agreement or permit to provide for such additional insured and the most we will pay on behalf of such additional insured is the amount of insurance (i) required by the contract, agreement or permit or (ii) available under the applicable limits of insurance, whichever is less.

2. **SECTION IV – CONDITIONS**, Condition **15. Other Insurance**, Paragraph **a.** is amended to specify the entity indicated in the Schedule as a person or organization you agreed to insure on a primary basis and we will not seek contributions from any such other insurance issued to such person or organization.

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Effective Date of Endorsement: 11/2/2026
Insured Name: Community Action Partnership of Kern

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERED LOCATION SCHEDULE

This endorsement modifies insurance provided under the following:
PRIME PREMIER POLLUTION LIABILITY COVERAGE FORM

It is hereby agreed that the policy to which this Endorsement is attached is amended to add the following Covered Location Schedule applicable to the policy:

Covered Location Schedule

901 Union Avenue, Bakersfield, CA 93307

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

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Effective Date of Endorsement: 11/2/2026
Insured Name: Community Action Partnership of Kern

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPETITOR APPLICATION RELIANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:
PRIME PREMIER POLLUTION LIABILITY COVERAGE FORM

In consideration of the premium charged, it is hereby understood and agreed that in granting coverage under this policy, the insurer relied upon the information and materials described below (collectively, the "Application"). The Application is the basis of coverage under this policy and shall be considered as incorporated in and constituting part of this policy as if physically attached.

Application or Representation

The Markel Site Pollution and Environmental Coverage Application signed by Emilio G. Wagner, Chief Facilities and Technology Officer, dated October 14, 2026, and on file with us.

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Effective Date of Endorsement: 11/2/2026
Insured Name: Community Action Partnership of Kern

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MOLD MATTER LIMITED EXCLUSION WITH CERTIFICATE OF OCCUPANCY EXCEPTION

This endorsement modifies insurance provided under the following:
PRIME PREMIER POLLUTION LIABILITY COVERAGE FORM

It is hereby agreed that the policy to which this Endorsement is attached is amended as follows:

SCHEDULE:

All **covered location(s)**

1. Solely with respect to the **covered location(s)** designated in the Schedule above, the following Exclusion is added to **SECTION I – COMMON EXCLUSIONS**:

Mold Matter

Based upon or arising out of, in whole or in part, the actual, alleged, threatened or suspected presence or existence of **mold matter** in or on any building or other structure.

This exclusion does not apply to a **claim** for:

a. **bodily injury**;

b. **property damage**;

c. **damages** arising from **your work**; or

d. once a Certificate of Occupancy has been issued for the **covered location**.

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS OF THIS POLICY REMAIN UNCHANGED.

Underwritten by or on behalf of: **Ascot Specialty Insurance Company**

Home Office
1251 Avenue of the Americas, 43rd Floor
New York, NY 10020

Mailing Office
PO Box 2240
Ridgeland, MS 39158

1-646-356-8101

A Stock Company

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In Witness Whereof, the Company has caused this policy to be executed and attested.

Michael Sevi
Secretary

Matthew Kramer
Chief Executive Officer

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Premises:
Project Or Operation:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 01**, the provisions under this Paragraph **A.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

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(b) In connection with the project or operation shown in the Schedule; and

(2) The offense was committed during the policy period.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

B. If this endorsement is attached to Commercial General Liability Coverage Form **CG 00 02,** the provisions under this Paragraph **B.** apply:

1. Paragraph **1.b.** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

b. This insurance applies to "bodily injury" and "property damage" caused by an "occurrence" that takes place in the "coverage territory" only if:

(1) The "bodily injury" or "property damage":

(a) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(b) Arises out of the project or operation shown in the Schedule;

(2) The "bodily injury" or "property damage" did not occur before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

(3) A claim for damages because of the "bodily injury" or "property damage" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V** – Extended Reporting Periods.

2. Paragraph **1.b.** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

b. This insurance applies to "personal and advertising injury" caused by an offense committed in the "coverage territory" but only if:

(1) The offense arises out of your business:

(a) Performed on the premises shown in the Schedule; or

(b) In connection with the project or operation shown in the Schedule;

(2) The offense was not committed before the Retroactive Date, if any, shown in the Declarations or after the end of the policy period; and

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(3) A claim for damages because of the "personal and advertising injury" is first made against any insured, in accordance with Paragraph **1.c.** of this Insuring Agreement, during the policy period or any Extended Reporting Period we provide under Section **V –** Extended Reporting Periods.

However, with respect to Paragraph **1.b.(1)(a)** of this Insuring Agreement, if the "personal and advertising injury" is caused by:

(1) False arrest, detention or imprisonment; or

(2) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

then such offense must arise out of your business performed on the premises shown in the Schedule and the offense must have been committed on the premises shown in the Schedule or the grounds and structures appurtenant to those premises.

3. Paragraph **1.a.** under **Section I – Coverage C – Medical Payments** is replaced by the following:

a. We will pay medical expenses as described below for "bodily injury" caused by an accident that takes place in the "coverage territory" if the "bodily injury":

(1) Occurs on the premises shown in the Schedule or the grounds and structures appurtenant to those premises; or

(2) Arises out of the project or operation shown in the Schedule;

provided that:

(a) The accident takes place during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DESIGNATED ONGOING OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Ongoing Operation(s):

Specified Location (If Applicable):

Specimen

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

The following exclusion is added to paragraph **2.**, Exclusions of COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section **I** – Coverages):

This insurance does not apply to "bodily injury" or "property damage" arising out of the ongoing operations described in the Schedule of this endorsement, regardless of whether such operations are conducted by you or on your behalf or whether the operations are conducted for yourself or for others.

Unless a "location" is specified in the Schedule, this exclusion applies regardless of where such operations are conducted by you or on your behalf. If a specific "location" is designated in the Schedule of this endorsement, this exclusion applies only to the described ongoing operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION

This endorsement modifies insurance provided under the following:

OUTPUT POLICY COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EXCESS LIABILITY POLICY
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

Paragraph **A. Cancellation** of the COMMON POLICY CONDITIONS is amended as follows:

1. Paragraph **2**. is replaced by the following:

   2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

   a. 10 days before the effective date of cancellation if we cancel for one or more of the following reasons:

   (1) nonpayment of premium or failure to pay a premium when due;

   (2) conviction of an insured of a crime arising out of acts increasing the hazard insured against;

   (3) violation of any local fire, health, safety, building or construction regulation or ordinance which increases the hazard insured against under the policy;

   (4) any willful or reckless act or omission by an insured increasing the hazard insured against;

   (5) omission or concealment of fact relating to an insurance application, rating, claim or coverage under this policy;

   (6) failure or refusal of an insured to:

   (a) provide information necessary to confirm exposure or determine the policy premium; or

   (b) comply with underwriting requirements;

   (7) a substantial change in the risk covered by the policy;

   (8) loss of reinsurance or substantial decrease in reinsurance;

   (9) the cancellation is for all insureds under such policies for a given class of insureds; or

   (10) any reason determined by the insurance commissioner.

   b. 30 days before the effective date of cancellation if we cancel for any other reason.

2. Paragraph **5.** is amended by the addition of the following:

   Any premium refund will be subject to the minimum earned premium for this policy, if applicable.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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COMPOSITE RATE

This endorsement modifies insurance provided under the following:

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

The premium for the policy to which this endorsement is attached shall be computed upon a composite basis in accordance with the Company's rules, rates, rating plans, premium and minimum premium and other applicable terms and conditions of the policy.

Premium Basis:

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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EXCLUSION – DESIGNATED ONGOING OPERATIONS AND PRODUCTS-COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Description of Designated Operation(s):
Specified Location (If Applicable):

SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following is added:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the operations described in the SCHEDULE above.

Unless a "location" is specified in the SCHEDULE, this exclusion applies to all "locations". If a specific "location" is designated in the SCHEDULE above, this exclusion applies only to the described operations conducted at that "location".

For the purpose of this endorsement, "location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONTRACTOR WARRANTY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Contractor (If Applicable):

A. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by the addition of the following:

Designated Contractor (SCHEDULE above applies)

For any "contractor(s)" not specified in the SCHEDULE above, the insured must comply with all of the conditions enumerated below.

We will have no duty to defend or indemnify any insured if prior to the commencement of any work by any "contractor" not specified in the SCHEDULE above the insured fails to satisfy all conditions precedent to coverage set forth below. The insured agrees that we need not demonstrate any prejudice to us as a result of the insured's failure to comply with any of the below conditions in order to enforce those conditions precedent to coverage.

The insured hereby warrants and agrees that any "contractor" not specified in the SCHEDULE above has complied with all of the following conditions prior to the commencement of any work performed:

a. The "contractor" has signed and executed an agreement with the insured which remains in force and effective until the date on which the work is completed and contains the following provisions:

(1) An agreement to defend, indemnify, and hold the insured harmless, to the fullest extent permitted by law, against all losses arising out of the work performed by or on behalf of any such "contractor", including all expenses and legal fees incurred to defend claims alleging such losses; and

(2) A requirement for the "contractor" to name the insured as an Additional Insured under their Commercial General Liability policy on a primary and non-contributory basis in favor of the insured;

b. The "contractor" has maintained "adequate insurance";

c. The "contractor" has provided the insured with current Certificates of Insurance evidencing Commercial General Liability and Workers' Compensation and Employer's Liability coverage; and

d. All documents required must be kept on file and made available at our request.

B. The **DEFINITIONS** Section is amended by the addition of the following:

"Adequate insurance" means Commercial General Liability Insurance, Workers' Compensation and Employer's Liability Insurance written by an insurance carrier(s) with an A.M. Best rating of not less than A- VII and which:

a. Remains in full force and effect without a lapse in coverage from the date on which the agreement for work being performed for the insured or on the insured's behalf is executed until the date on which the work is completed;

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b. Provides Commercial General Liability Limits of Insurance for such operations that are equal to or greater than the following Limits of Insurance including Additional Insured status on a primary and non-contributory basis in favor of the insured:

i. Each Occurrence Limit: $

ii. General Aggregate Limit: $

iii. Products/Completed Operations Aggregate Limit: $;

c. Provides Workers' Compensation and Employer's Liability Insurance in compliance with the statutes of the applicable state;

d. Includes coverage for "bodily injury" or "property damage" arising out of work performed by the "contractor" or on behalf of the "contractor" per the agreement of the insured;

e. Does not exclude any claim, "suit", loss, cost or expense arising out of any "bodily injury" to any "worker" of the "contractor"; and

f. Does not contain any conditions or provisions that preclude coverage based on requirements for hiring or contracting with subcontractors or independent contractors.

"Contractor" means any subcontractor or independent contractor who is directly hired, directly paid, or directly contracted with by the insured.

"Worker" means any "employee", "temporary worker", "leased worker", "volunteer worker", apprentice, intern, casual laborer, borrowed employee, borrowed servant, independent contractor or subcontractor, or any person hired or retained by the "contractor", that performs work, whether directly or indirectly, for any "contractor".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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CALIFORNIA NOTICE – PREMIUM REFUNDS

In response to CAL. INS. CODE § 481.(c), this notice is being provided to make you aware that you may incur a penalty if you cancel your policy prior to the expiration date.

If you cancel the policy prior to the expiration date, the penalty is 10% of any remaining unearned premium, subject to any minimum earned premium endorsement that may be attached to your policy or the policy for which you are applying.

This notice is for information purposes only and does not become a part or condition of the policy.

Specimen

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

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f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

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(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3), (4), (5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

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(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

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i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

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COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

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2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

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3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A;** and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**

   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

   (1) How, when and where the "occurrence" or offense took place;

   (2) The names and addresses of any injured persons and witnesses; and

   (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

   b. If a claim is made or "suit" is brought against any insured, you must:

   (1) Immediately record the specifics of the claim or "suit" and the date received; and

   (2) Notify us as soon as practicable.

   You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

   c. You and any other involved insured must:

   (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

   (2) Authorize us to obtain records and other information;

   (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

   (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

   d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. **Legal Action Against Us**

   No person or organization has a right under this Coverage Part:

   a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

   b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

   A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

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4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

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b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

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9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

(2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

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

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

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As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WAR

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **i. War** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion applies regardless of the means used in any of the above, in Paragraphs **(1)** through **(3),** including, but not limited to, cyber means.

B. Exclusion **o. War** under **Section I – Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

This exclusion applies regardless of the means used in any of the above, in Paragraphs **(1)** through **(3),** including, but not limited to, cyber means.

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ADDITIONAL INSURED – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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

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

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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EXCLUSION – UNMANNED AIRCRAFT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Paragraph **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Paragraph **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Paragraph **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 26 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

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(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(ii) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

B. The following exclusion is added to Paragraph **2. Exclusions** of **Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Unmanned Aircraft

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury" involved the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

This exclusion does not apply to:

a. The use of another's advertising idea in your "advertisement"; or

b. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

C. The following definition is added to the **Definitions** section:

"Unmanned aircraft" means an aircraft that is not:

1. Designed;

2. Manufactured; or

3. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion **f.** under Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.

b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Fungi Or Bacteria

a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.

b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

C. The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

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EXCLUSION – EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:

1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or

2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

B. The following definition is added to the **Definitions** Section:

"Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

1. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;

2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;

3. A reinforced or unreinforced base coat;

4. A finish coat providing surface texture to which color may be added; and

5. Any flashing, caulking or sealant used with the system for any purpose.

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SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".

b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph **2., Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".

b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the **Definitions** Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.

2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

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EXCLUSION – ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverage A – Bodily Injury And Property Damage Liability** and Paragraph **2. Exclusions** of **Section I – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

Professional services include:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or any engineer, architect or surveyor who is either employed by you or performing work on your behalf in such capacity.

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EXCLUSION – CROSS SUITS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph **2. Exclusions** of **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "bodily injury" or "property damage".

B. The following is added to Paragraph **2. Exclusions** of **Section I – Coverages – Coverage B – Personal And Advertising Injury Liability:**

This insurance does not apply to:

Cross Suits

Any claim made or "suit" brought by any Named Insured under this Policy against another Named Insured under this Policy for damages because of "personal and advertising injury".

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IMPORTANT NOTICE:

1. The insurance policy that you have purchased is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on

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the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

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COMMON POLICY DECLARATIONS

<Cmp Addr Line 1>
<Cmp Addr Line 2>
<Cmp Addr Line 3>
<Cmp Addr Line 4>

POLICY NUMBER
<Pol Num>

RENEWAL OF
<Trans>

Operating Unit:

1. NAMED INSURED AND MAILING ADDRESS:

<Ins Addr Line 1>
<Ins Addr Line 2>
<Ins Addr Line 3>
<Ins Addr Line 4>
<Ins Addr Line 5>

PRODUCER: <Agt Num>

<Agt Addr Line 1>
<Agt Addr Line 2>
<Agt Addr Line 3>
<Agt Addr Line 4>
<Agt Addr Line 5>

2. POLICY PERIOD: From <Eff Date> to <Exp Date> 12:01 A.M. Standard Time at your Mailing Address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL OF THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

3. THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

COVERAGE PARTS	PREMIUM
<Coverage Part 1>	<Cov Prem 1>
<Coverage Part 2>	<Cov Prem 2>
<Coverage Part 3>	<Cov Prem 3>
<Coverage Part 4>	<Cov Prem 4>
<Coverage Part 5>	<Cov Prem 5>
<Coverage Part 6>	<Cov Prem 6>
Premium Charge for Certified Acts of Terrorism Coverage	$
or	
Coverage for Certified Acts of Terrorism Rejected; Exclusion attached	☐
ISSUED <Date> <UI>	

Premium and fees shown are payable at inception. Total: **<Premium>**

Inspection Fee:
Policy Fee:

4. FORMS APPLICABLE TO ALL COVERAGES:

See Form U001 – Schedule of Forms and Endorsements

5. BUSINESS DESCRIPTION: <Bus Desc>

Countersigned: _____ Date

By: _____ Authorized Representative

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COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

This coverage part consists of this Declarations form, the Common Policy Conditions, the Commercial General Liability Coverage Form and the endorsements indicated as applicable.

POLICY NO. <Pol Num>
NAMED INSURED: <Ins Name> <Ins Name 2>

LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products – Completed Operations)	<Unit Gen Agg>	
Products Completed Operations Aggregate Limit	<Unit Prod Agg>	
Personal & Advertising Injury Limit	<Pers Injury>	
Each Occurrence Limit	<Each Occur>	
Damage To Premises Rented To You Limit	<Fire Damage>	Any One Premises
Medical Expense Limit	<Med Payments>	Any One Person

RETROACTIVE DATE (CG 00 02 only) – Coverage A of this insurance does not apply to "bodily injury" or "property damage" which occurs before Retroactive Date, if any, shown below.

Retroactive Date: <Ret Date> (Enter Date or "None" if no Retroactive Date Applies)

Location of All Premises You Own, Rent or Occupy (Same as Item 1 unless shown below):

<Loc 1> <Loc City 1> <Loc State 1> <Loc Zip 1>
<Loc 2> <Loc City 2> <Loc State 2> <Loc Zip 2>
<Loc 3> <Loc City 3> <Loc State 3> <Loc Zip 3>

CLASSIFICATION	CODE NO.	PREMIUM BASIS	RATE	ADVANCE PREMIUM PR / CO	ADVANCE PREMIUM ALL OTHER
<Class Desc 10>	<Code 10>	<Rate Desc 10>	<Rate 10>		<Cov Prm 10>
<Class Desc 1P>	<Code 1P>	<Exp 10>		<Cov Prm 1P>	
		<Rate Desc 1P>	<Rate 1P>		
		<Exp 1P>			
<Class Desc 20>	<Code 20>	<Rate Desc 20>	<Rate 20>		<Cov Prm 20>
<Class Desc 2P>	<Code 2P>	<Exp 20>		<Cov Prm 2P>	
		<Rate Desc 2P>	<Rate 2P>		
		<Exp 2P>			
<Class Desc 30>	<Code 30>	<Rate Desc 30>	<Rate 30>		<Cov Prm 30>
<Class Desc 3P>	<Code 3P>	<Exp 30>		<Cov Prm 3P>	
		<Rate Desc 3P>	<Rate 3P>		
		<Exp 3P>			
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		<Rate Desc 4P>	<Rate 4P>		
		<Exp 4P>			
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<Class Desc 5P>	<Code 5P>	<Exp 50>		<Cov Prm 5P>	
		<Rate Desc 5P>	<Rate 5P>		
		<Exp 5P>			
<Class Desc 60>	<Code 60>	<Rate Desc 60>	<Rate 60>		<Cov Prm 60>
<Class Desc 6P>	<Code 6P>	<Exp 60>		<Cov Prm 6P>	
		<Rate Desc 6P>	<Rate 6P>		
		<Exp 6P>			

FORMS / ENDORSEMENTS APPLICABLE:
SEE FORM U001 - SCHEDULE OF FORMS AND ENDORSEMENTS

PREMIUM FOR THIS COVERAGE PART AT INCEPTION <Premium>

FORM OF BUSINESS: <Form of Bus>

Audit Period: Annual unless otherwise stated:

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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
   a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
   b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
   a. Make inspections and surveys at any time;
   b. Give you reports on the conditions we find; and
   c. Recommend changes.
2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   a. Are safe or healthful; or
   b. Comply with laws, regulations, codes or standards.
3. Paragraphs **1.** and **2.** of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
4. Paragraph **2.** of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:

A. Under any Liability Coverage, to "bodily injury" or "property damage":

(1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or

(2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which **(a)** any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or **(b)** the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.

C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:

(1) The "nuclear material" **(a)** is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or **(b)** has been discharged or dispersed therefrom;

(2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(3)** applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

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"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material **(a)** containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and **(b)** resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

(a) Any "nuclear reactor";

(b) Any equipment or device designed or used for **(1)** separating the isotopes of uranium or plutonium, **(2)** processing or utilizing "spent fuel", or **(3)** handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – http//www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

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Notice of Insurance Information Practices

Argo Group US, Inc., and each of its subsidiaries ("Argo Group") recognizes the importance of maintaining the privacy of our customers and their personal information. We take seriously the responsibility that accompanies our collection and use of your personal information. Argo Group protects the privacy and security of our customers and their personal information as required by applicable privacy and security laws.

This Notice of Insurance Information Practices ("Insurance Privacy Notice") provides notice of our information practices to all applicants, policyholders, and where applicable claimants, in connection with our insurance transactions. It supplements the privacy and security provisions contained in Argo Group's Global Privacy Notice (which is located at *www.argolimited.com/privacy-policy*).

This Insurance Privacy Notice applies to all companies and business produced or underwritten within Argo Group, and complies with the requirements of the Gramm-Leach-Bliley Act (GLBA), and any federal and state privacy and security laws and regulations applicable to insurance transactions. You are receiving this Insurance Privacy Notice with respect to your relationship with Argo Group* and one or more of the subsidiaries listed below.

Information Collection and Use

To conveniently and effectively provide and service the insurance products we sell, we may collect and use your personal information, including information that may be considered nonpublic personal information, under applicable privacy and security laws. This personal information may include identifiers, financial and insurance underwriting information, financial and account information, and information considered protected classifications under applicable privacy and security laws. More information on the specific personal information we may collect and how we might use it is available in our Global Privacy Notice referenced above.

Information Sharing and Disclosure

Applicable laws impose certain obligations upon third parties and organizations with which we share personal information. Accordingly, we prohibit the unauthorized disclosure of personal information, except as legally required or permitted.

Argo Group does not rent, sell or share your personal information with nonaffiliated third parties except that Argo Group may share personal information with nonaffiliated third parties to the extent necessary in furtherance of the applicable insurance transaction, including third party contractors. These third parties are prohibited from using the information for purposes other than performing services for Argo Group. Argo Group may disclose your information to third parties when obligated to do so by law and to investigate, prevent, or act regarding suspected or actual prohibited activities, including but not limited to fraud and situations involving the security of our operations and employees. In certain instances, you may share your information with a third party directly and that information may be subject to that party's applicable security and privacy policies.

Finally, Argo Group may transfer your personal information to a successor entity in connection with a corporate merger, consolidation, sale of all or a portion of its assets, bankruptcy, or other corporate change.

Security

We implement technical and organizational security measures designed to secure and protect personal information. Please note, however, we cannot fully eliminate security risks associated with the storage and transmission of personal information.

To protect the confidentiality and integrity of your personal information, we limit access to personal information by only allowing authorized personnel to have access to such information. We maintain physical, electronic and procedural security protections to safeguard the nonpublic personal information in our records. Documents that contain an individual's personal information are appropriately destroyed or deleted before disposal; Argo Group maintains security measures to protect the loss, misuse and alteration of the information under our control. Our hardware infrastructure is housed in a controlled access facility that restricts access to authorized individuals. The network infrastructure is protected by a firewall and traffic is monitored and logged on the firewall and servers. Sensitive administrative activities are carried out over secure, encrypted links between our offices and hosting

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facility. Administrative access is limited to authorized employees including specific remote administration protocols and IP addresses. All employees with access to personal information have been advised of Argo Group's security policies and practices and receive regular training regarding these policies and practices.

Any Argo Group employee who becomes aware of the inappropriate use or disclosure of your nonpublic personal information is expected and required to immediately report such behavior to Argo Group's Data Protection Officer.

Contact Us

If you have any questions about this Insurance Privacy Notice, our Global Privacy Notice, or our privacy and security practices, please contact:

Data Protection Officer
privacy@argogroupus.com
Argo Group International Holdings Ltd.
P.O. Box 469011
San Antonio, TX 78246
800-470-7958

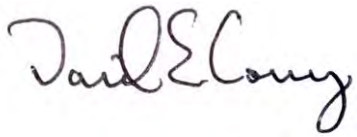
*Note: Argo Group is the parent of Argonaut Insurance Company; Argonaut-Midwest Insurance Company; ARIS Title Insurance Corporation; Colony Insurance Company; Colony Specialty Insurance Company; Rockwood Casualty Insurance Company; Somerset Casualty Insurance Company; Alteris Insurance Services, Inc.; Trident Insurance Services, LLC; and BP&C Shared Services, Inc. This Privacy Policy applies to all companies and business produced or underwritten within Argo Group.

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SIGNATURE PAGE

IN WITNESS WHEREOF, the company issuing this policy has caused this policy to be signed by its President and its Secretary and countersigned (if required) on the Declarations page by a duly authorized representative of the company. This endorsement is executed by the company stated in the Declarations.

Colony Insurance Company



President



Secretary

Specimen

SURPLUS LINES BROKER DATA

This form is required at the time of binding for all Surplus Lines policies. ***There may be a delay in the issuance of the policy if the requested information is not provided in a timely manner.***

Surplus Lines insurers are required to report information in many states regarding the surplus lines policies that are bound with them, including details about the Surplus Lines Broker that is paying the surplus lines taxes to the home state in which the policy provides coverage.

Please provide the information of the individual Surplus Lines Broker who is responsible for paying the taxes for the policy detailed below. Please confirm this information with your tax department.

Agent Name:
Agent Address:
Agent Code:

First Named Insured:
Policy Number:

***Designated Home State:**

****New Jersey Transaction Number:**

Required **Individual Surplus Lines Broker (SLB) Information:**

SLB Name:
SLB License Number:
SLB Address (if different from above):
SLB email:
SLB phone #:

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* Designated "Home State" is the state to which surplus lines taxes are paid, based on the Nonadmitted and Reinsurance Reform Act (NRRA). Please consult the applicable Departments of Insurance with questions relating to the determination of surplus lines taxes.

** New Jersey requires that the NJ Transaction Number assigned by the Surplus Lines Broker be reported to the state with the Surplus Lines Insurer report and displayed on the Surplus Lines policy.

Insured:
Policy Number:

U001 (10/04)

SCHEDULE OF FORMS AND ENDORSEMENTS

Forms and Endorsements applying to and made part of this policy at the time of issuance:

NUMBER	TITLE

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MINIMUM EARNED PREMIUM

This endorsement modifies insurance provided under all coverages included in this policy.

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

SCHEDULE

Minimum Earned Premium Percentage: %

Minimum Earned Premium

If the first Named Insured shown in the Declarations cancels this policy, any premium refund will be calculated in accordance with the cancellation provisions of the policy. However, we will retain no less than the Minimum Earned Premium for the policy.

Minimum Earned Premium means the sum of the following:

1. Any fully earned premium included in the Total shown in the Common Policy Declarations at policy inception; plus
2. The remainder of the premium included in the Total shown in the Common Policy Declarations at policy inception multiplied by the Minimum Earned Premium Percentage shown in the SCHEDULE above; plus
3. Any fully earned premium for endorsements added to the policy after policy inception; plus
4. Any premium adjustment for endorsements added to the policy after policy inception (other than fully earned endorsement premium included in **3.** above) multiplied by the Minimum Earned Premium Percentage shown in the SCHEDULE above.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – COMMUNICABLE DISEASE, VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph **2. Exclusions** of both Section **I – Coverage A – Bodily Injury And Property Damage Liability** and Section **II – Coverage B – Personal And Advertising Injury Liability:**

2. Exclusions

This insurance does not apply to:

Communicable Disease, Virus Or Bacteria

"Bodily injury", "property damage" or "personal and advertising injury" arising out of any actual or alleged:

a. Communicable disease; or

b. Virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the:

a. Supervision, hiring, employment, training or monitoring of others;

b. Testing for any communicable disease, virus, bacterium or other microorganism;

c. Failure to prevent the spread of any communicable disease, virus, bacterium or other microorganism; or

d. Failure to report any communicable disease, virus, bacterium or other microorganism to authorities.

This exclusion does not apply to any bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYMENT-RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions** and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** are amended and the following added:

Employment-Related Practices

This insurance does not apply to "bodily injury" or "personal and advertising injury" to:

(1) a person arising directly or indirectly out of any:

(a) refusal to employ that person;

(b) termination of that person's employment; or

(c) employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, assault, battery, discrimination, malicious prosecution or abuse including sexual abuse directed at any person; or

(2) the spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) whether the injury-causing event described in paragraphs **(1) (a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) whether the insured may be liable as an employer or in any other capacity; and

(3) to any obligation to share damages with or repay someone else who must pay damages because of the injury.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Coverage	**Amount and Basis of Deductible**		
	PER CLAIM	**or**	**PER OCCURRENCE/OFFENSE**
Bodily Injury Liability Coverage	$N/A		$N/A
OR			
Property Damage Liability Coverage	$N/A		$N/A
OR			
Personal and Advertising Injury Liability Coverage	$N/A		$N/A
OR			
Bodily Injury Liability Coverage and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage Combined	$N/A		$N/A

A. For the purposes of this endorsement all deductible coverage options, amounts and basis of the deductible shall include all amounts we pay for SUPPLEMENTARY PAYMENTS – COVERAGE A AND B section of the policy and all amounts we pay in the defense and investigation of any “claim” or “suit” to which this insurance applies.

B. Our obligations under this policy for damages applies only to the amount excess of the deductible shown in the SCHEDULE above.

C. We shall select a deductible amount on either a per “claim” or a per “occurrence”/offense basis. The selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the SCHEDULE above. The deductible amount stated in the SCHEDULE above applies as follows:

1. **PER CLAIM BASIS.** If the deductible amount indicated in the SCHEDULE above is on a per “claim” basis, that deductible applies as follows:

   a. Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";

   b. Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage";

   c. Under Personal and Advertising Injury Liability Coverage, to all damages sustained by any one person because of “personal and advertising injury”;

   d. Under Bodily Injury Liability Coverage and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage Combined, to all damages sustained by any one person because of:

   (1) "Bodily injury";

   (2) "Property damage";

   (3) “Personal and advertising injury”; or

   (4) "Bodily injury", "property damage", and “personal and advertising injury” combined,

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e. Under Supplementary Payments - Coverages A and B, to all amounts we pay in the defense and investigation of any “claim” or "suit" to which this insurance applies;

as the result of any one "occurrence" and/or offense.

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a “claim” for such damages.

With respect to "property damage" and “personal and advertising injury”, person includes an organization.

2. PER OCCURRENCE/OFFENSE BASIS. If the deductible amount indicated in the SCHEDULE above is on a per “occurrence”/offense basis, that deductible amount applies as follows:

a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";

b. Under Property Damage Liability Coverage, to all damages because of "property damage";

c. Under Personal and Advertising Injury Liability Coverage, to all damages because of “personal and advertising injury”;

d. Under Bodily Injury Liability Coverage and/or Property Damage Liability Coverage and/or Personal and Advertising Injury Liability Coverage, to all damages because of:

(1) "Bodily injury";

(2) "Property damage";

(3) “Personal and advertising injury”; or

(4) "Bodily injury", "property damage", and “personal and advertising injury” combined,

e. Under Supplementary Payments - Coverages A and B, to all amounts we pay in the defense and investigation of any “claim” or "suit" to which this insurance applies;

as the result of any one "occurrence" and/or offense, regardless of the number of persons or organizations who sustain damages because of that "occurrence” and/or offense.

D. The terms of this insurance, including those with respect to:

1. Our right and duty to defend the insured against any "suits" seeking those damages; and

2. Your duties in the event of an "occurrence", offense, “claim”, or "suit"

apply irrespective of the application of the deductible amount.

E. We, at our sole election and option, may either:

1. Pay any part of or all of the deductible amount to effect settlement of any “claim” or “suit”, and upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us; or

2. Simultaneously upon receipt of notice of any “claim” or at any time thereafter, request you pay or deposit with us all or any part of the deductible amount, to be held and applied by us as herein provided.

F. For the purposes of this endorsement, “claim” means a demand, received by the Insured, for money or services, including the service of “suit” against the Insured.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SERVICE OF SUIT

If service of process is to be made upon the Company by way of hand delivery or courier service, delivery should be made to the Company's principal place of business:

Claims Manager
Colony Insurance Company, or
Colony Specialty Insurance Company
PO Box 469012
San Antonio, TX 78246

If service of process is to be made upon the Company by way of the U.S. Postal Service, the following mailing address should be used:

General Counsel
Colony Insurance Company, or
Colony Specialty Insurance Company
PO Box 469011
San Antonio, TX 78246

Where required by statute, regulation, or other regulatory directive, the Company appoints the Commissioner of Insurance, or other designee specified for that purpose, as its attorney for acceptance of service of all legal process in the state in any action or proceeding arising out of this insurance.

The Commissioner or other designee is requested to forward process to the Company as shown above, or if required in his/her particular state, to a designated resident agent for service of process.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CYBER INCIDENT, ELECTRONIC DATA, CONFIDENTIAL OR PERSONAL MATERIAL OR INFORMATION, AND VIOLATION OF LAW ADDRESSING DATA PRIVACY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. The exclusion below is added for all coverages, with the exception of any Medical Payments coverage, and replaces the existing **Electronic Data** exclusion under Paragraph **2. Exclusions** in the following Coverage Parts:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

This insurance does not apply to:

Cyber Incident, Electronic Data, Confidential Or Personal Material Or Information, And Violation Of Law Addressing Data Privacy

Damages, loss, costs or expenses, including all fines and penalties, arising directly or indirectly out of any:

(1) Actual, alleged or suspected:

(a) "Cyber incident(s)";

(b) Loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data"; or

(c) Access to, or loss, destruction, disclosure, disruption, inspection, modification, recording, release, review, use, collection, processing, or storage of any person's or organization's confidential or "personal material or information", including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, biometric or health information, or any other type of nonpublic material or information;

(2) Action or omission that violates or is alleged to violate:

(a) Any federal, state or local statute, ordinance, regulation or other law that addresses, prohibits, or limits access to, use of or the printing, dissemination, disposal, obtaining, collecting, storing, safeguarding, recording, retention, sending, transmitting, communicating, selling or distribution of any person's or organization's confidential or "personal material or information", including financial information, biometric or health information, or any other type of nonpublic material or information.

Any such federal, state or local statute, ordinance, regulation or other law includes but is not limited to:

i. The Illinois Biometric Information Privacy Act (BIPA), including any amendment of or addition to such law;

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ii. The California Consumer Privacy Act (CCPA), including any amendment of or addition to such law; or

iii. Any eavesdropping, wiretapping, or surreptitious recording laws; or

(b) Any law of a jurisdiction other than the United States of America (including its territories and possessions) or Puerto Rico that is similar to any statute, ordinance, regulation or other law described in Paragraph **(a)** above, including but not limited to the European Union's General Data Protection Regulation;

(3) Oral or written publication, in any manner, of material that violates a person's right of privacy arising out of Paragraphs **(1)** and **(2)** above; or

(4) Claim, "suit", or other legal proceeding, administrative action or hearing arising out of Paragraphs **(1)** through **(3)** above, including but not limited to those initiated prior to or pending as of the inception date of this policy.

This exclusion applies even if damages are claimed for notification costs, monitoring expenses, forensic or investigative expenses, crisis management or public relations expenses, data or system restoration, recovery or repair expenses, extortion expenses, business interruption, contingent business interruption, fraudulent instructions transmitted by electronic means, or any other similar loss, cost or expense incurred by you or others.

B. The following definitions are added with respect to the provisions of this endorsement:

"Cyber incident" means any intentional or unintentional:

1. Breach of or unauthorized access to, use of, or the exfiltration, modification or destruction of any "personal material or information", "electronic data" or computer system;

2. "Malicious code", virus or any other harmful code that is directed at, enacted upon or introduced, released, facilitated, transmitted, or executed into any computer system or website that accesses, alters, corrupts, damages, deletes, destroys, disrupts, encrypts, exploits, uses or prevents or restricts access to or the use of any part of any computer system or website or otherwise disrupts its normal functioning or operation; or

3. Denial of service attack which disrupts, prevents or restricts access to or use of any computer system, or otherwise disrupts its normal functioning or operation.

"Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

"Malicious code" means, but is not limited to, any virus, Trojan horse, worm, spyware, logic bomb, adware, malware or other similar software program.

"Personal material or information" means any personally identifying material, information or data about an individual, as defined by any foreign, federal, state or local laws, statutes or regulations.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – WILDFIRE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

A. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** of the Commercial General Liability and Railroad Protective Liability Coverage Parts, and **SECTION I – COVERAGES**, **BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** of the Owners and Contractors Protective Liability Coverage Part is amended by the addition of the following:

This insurance does not apply to:

Wildfire

"Bodily injury" or "property damage" arising out of "wildfire", including any obligation to pay loss, cost or expense for reimbursement for firefighting suppression or bringing under control any "wildfire".

B. **SECTION V – DEFINITIONS** of the Commercial General Liability, Owners and Contractors Protective Liability and Railroad Protective Liability Coverage Parts is amended by the addition of the following:

"Wildfire" means a planned or unplanned fire that:

a. includes, but is not limited to, wildland fire, forest fire, brush fire, vegetation fire, grass fire, peat fire, bushfire, hill fire, desert fire, veldfire, escaped prescribed fire, and escaped controlled burn, which may, but are not required to, consume houses, buildings or other structures;

b. includes any resulting smoke, soot, or fumes from such fire; and

c. includes a fire declared as a wildfire by a governmental authority.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – POLY- AND PERFLUOROALKYL SUBSTANCES (PFAS)

This endorsement modifies insurance provided under the following:

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

SECTION I – COVERAGES, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** in the Commercial General Liability Coverage Part and **SECTION I – PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** in the Products/Completed Operations Liability Coverage Part are amended by the addition of the following:

This insurance does not apply to:

Poly- And Perfluoroalkyl Substances (PFAS)

"Bodily injury", "property damage", or "personal and advertising injury" arising out of poly- and perfluoroalkyl substances (PFAS), including, but not limited to, perfluorooctanoic acid (PFOA), perfluorooctane sulfonate (PFOS), perfluoroheptanoic acid (PFHpA), perfluorononanoic acid (PFNA), perfluorohexanesulfonic acid (PFHxS), GenX, C8, ADONA, perfluorooctanesulfonyl fluoride, polytetrafluoroethylene, perfluorononanoic acid or ammonium perfluorooctanoate, or any associated salts, acids, alcohols, precursor chemicals or related higher homologue chemicals.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ECONOMIC AND TRADE SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under all coverages included in this policy.

The exclusion below is added and supersedes any provision to the contrary:

Economic And Trade Sanctions

The insurer shall not be deemed to provide coverage or be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such coverage, payment of such claim or provision of such benefit would expose the insurer to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – PRODUCTS-COMPLETED OPERATIONS HAZARD DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The definition of "products-completed operations hazard" within the **DEFINITIONS** section is replaced with the following:

"Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT – DAMAGE TO PROPERTY EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I − COVERAGES, **COVERAGE A − BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, **j. Damage To Property** is replaced with the following:

j. Damage To Property

"Property damage" to:

(1) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(2) Property loaned to you;

(3) Personal property in the care, custody or control of the insured;

(4) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(5) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(2)** and **(3)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

Paragraph **(1)** of this exclusion does not apply if the premises are "your work".

Paragraphs **(2)**, **(3)**, **(4)** and **(5)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(5)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE
AIRCRAFT, AUTO OR WATERCRAFT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION I – COVERAGES**, **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions**, paragraph **g.** is replaced with the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft.

B. The following is deleted under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, **4. Other Insurance**, paragraph **b. Excess Insurance**:

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury and Property Damage Liability.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MULTIPLE COVERAGES LIMITATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS is amended by the addition of the following:

Two Or More Insurance Policies Or Coverage Parts Issued By Us

In the event that coverage is triggered under more than one insurance policy or coverage part issued by us or any company affiliated with us for the same project work, the maximum Limit of Insurance available under all such policies or coverage parts shall not exceed the highest applicable Limit of Insurance available under any one such insurance policy or coverage part.

If, however, a claim triggers coverage under only one insurance policy or coverage part issued by us or any company affiliated with us for the same project work, and that Limit of Insurance has been reduced or completely exhausted by the payment of claims, then you shall have no recourse to access the available Limits of Insurance under any other insurance policy or coverage part issued by us or any company affiliated with us for the same project work.

This condition does not apply to any insurance policy or coverage part issued by us or an affiliated company specifically to apply as excess insurance over this coverage part.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PUNITIVE DAMAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

The exclusion below is added for all coverages:

This insurance does not apply to:

Punitive Damages

(1) Multiple, exemplary or punitive damages; or

(2) Equitable or non-pecuniary relief;

including any fines, penalties, court-imposed sanctions, return or restitution of legal fees, costs or other expenses associated with such awards.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – USL&H, JONES ACT OR OTHER MARITIME LAWS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following is added:

USL&H, Jones Act or Other Maritime Laws Exclusion

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of:

(1) operations over navigable waters or offshore including but not limited to drilling and production platforms, pipelines, and vessels where coverage is provided by the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws;

(2) actions including but not limited to subrogation involving U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws; or

(3) any obligation of the insured resulting from actions under the U.S. Longshore & Harbor Workers Compensation Act (USL&H), Merchant Marine Act ("Jones Act") or other maritime laws and any amendments to those laws.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – CONDOMINIUM / COOPERATIVE / COMMON INTEREST DEVELOPMENT CONVERSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART

The following amends **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions**, and **COVERAGE B PERSONAL AND ADVERTISING LIABILITY, 2. Exclusions,** and **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions,** and **SECTION I – COVERAGES, BODILY INJURY AND PROPERTY DAMAGE LIABILITY of OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM:**

In consideration of the premium charged, the policy is hereby amended to include the following additional exclusion:

This insurance does not apply to any liability, including "bodily injury", "property damage" or "personal and advertising injury", which arises directly or indirectly out of the conversion of any existing building including, but not limited to, any single family dwelling, apartment building, townhouse, multi family dwelling, warehouse, commercial/industrial building or hotel, to a "Condominium(s)", "Cooperative(s)", or a "Common Interest Development(s)" or any sort of combination or derivative thereof.

Solely for the purposes of this endorsement, the following definitions are added to the policy:

"Condominium" means any of the following:

(1) A type of ownership in real property where all of the owners own the property, common areas and buildings together, with the exception of the interior of the unit to which they have title;

(2) Real estate, portions of which are designated for separate ownership and the remainder of which is designated for common ownership solely by the owners of those portions;

(3) A single real property parcel with all the unit owners having a right in common to use the common elements with separate ownership confined to the individual units that are serially designated.

"Cooperative" means any of the following:

(1) A type of multiple ownership in which the residents of a multiunit housing complex own shares in the cooperative corporation that owns the property, giving each resident the right to occupy a specific apartment or unit;

(2) Dwelling units in a multi-dwelling complex in which each owner has an interest in the entire complex and a lease of his/her/its own apartment.

"Common Interest Development" means any of the following:

(1) A condominium project;

(2) A stock cooperative.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – LEAD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** are amended and the following added**:**

This insurance does not apply to:

Lead

(1) "bodily injury" or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, lead in any form.

(2) "property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, lead in any form.

(3) any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead in any form, by any insured or by any other person or entity.

(4) any claim or "suit" by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, lead in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of lead, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with lead in any form in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions** are amended and the following added:

This insurance does not apply to:

Asbestos

(1) "bodily injury" or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, asbestos in any form.

(2) "property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, asbestos in any form.

(3) any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

(4) any claim or "suit" by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, asbestos in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of asbestos, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with asbestos in any form in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – DEDICATED INSURANCE PROGRAM(S)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **2. Exclusions** is amended by the addition of the following:

This insurance does not apply to:

Dedicated Insurance Program(s)

"Bodily injury" or "property damage" arising out of either your ongoing operations or operations included within the "products-completed operations hazard", performed by or on behalf of the insured at any project(s) which is or was subject to a "dedicated insurance program".

This exclusion applies whether or not the "dedicated insurance program":

1. Provides coverage identical to that provided by this Coverage Part;
2. Provides coverage to one or more contractors;
3. Provides multiple lines of coverage;
4. Has limits adequate to cover all claims; or
5. Remains in effect.

B. **SECTION V – DEFINITIONS** is amended and the following added:

"Dedicated insurance program" means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s), owner controlled insurance program(s), contractor controlled insurance program(s), or other project specific insurance policy whether provided by you, or any other person or entity if you are a named insured under such insurance.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – PRIOR WORK

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions**, and **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** are amended and the following is added:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising directly or indirectly out of "your work" completed prior to .

"Your work" will be deemed completed at the earliest of the following times:

(1) When all of the work called for in your contract has been completed.

(2) When all of the work to be done at individual job sites, which are a part of a multi site project as required by your contract, has been completed, then those individual job sites shall be deemed completed.

(3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – IMPORTED DRYWALL DAMAGE

This endorsement modifies insurance provided under the following:

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

A. **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions,** and **SECTION I – COVERAGES, PRODUCTS/COMPLETED OPERATIONS, BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions** are amended to include the following additional exclusion:

This insurance does not apply to:

IMPORTED DRYWALL DAMAGE

(1) "Property damage" arising out of the release of gases, fumes, vapors or particulates from "imported drywall" used in a building in connection with "your work" or "your product", including operations performed by you or on your behalf by a contractor or subcontractor.

(2) "Property damage" arising out of the design, manufacture, construction, fabrication, preparation, distribution, sale, installation, application, maintenance, repair, remodeling, servicing, correction or replacement, of any "imported drywall". This applies whether or not the "property damage" is included within the "products-completed operations hazard".

(3) "Property damage" included in the "products-completed operations hazard" and arising out of "your work" involving all operations conducted using "imported drywall", whether performed by you or on your behalf.

(4) "Property damage" arising out of "your product" or "your work" with respect to any electrical, mechanical, plumbing or structural system or equipment, or any other component, fixture or feature of any structure, if any "imported drywall" is used in the structure containing that electrical, mechanical, plumbing or structural system or equipment, component, fixture or feature.

(5) Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, disposing of, or in any way responding to or assessing the effects of, "imported drywall", or any gases, fumes, vapors or particulates emitted or released from such "imported drywall".

(6) Any obligations to share damages, losses, costs or expenses with or indemnify another party who must pay damages, losses, costs or expenses arising out of or relating to "imported drywall" or any gases, fumes, vapors or particulates emitted or released from such "imported drywall".

(7) Any supervision, instructions, recommendations, warnings or advice given or which should have been given in connection with subparagraphs **(1)** through **(6)** above.

This exclusion applies whether or not such "imported drywall" has any use or function in your business, operations, premises, site or location.

B. The following definition is added to the **Definitions** Section:

"Imported drywall" means any drywall, plasterboard, sheetrock or gypsum board manufactured outside of the United States, or any pre-manufactured interior wall that is made with drywall, plasterboard, sheetrock or gypsum board manufactured outside of the United States.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – BENZENE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, **2. Exclusions** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**, **2. Exclusions** are amended and the following added**:**

This insurance does not apply to:

Benzene

(1) "bodily injury" or "personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, benzene in any form.

(2) "property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, benzene in any form.

(3) any damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity.

(4) any claim or "suit" by or on behalf of a governmental authority for damages, loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, benzene in any form, by any insured or by any other person or entity.

This exclusion shall apply without regard to the source or sources of benzene, or the basis of the insured's liability. This exclusion includes defects or negligence in design, construction or materials, or any other event, conduct or misconduct, which may have or is claimed to have precipitated, caused or acted jointly, concurrently or in any sequence with benzene in any form in causing injury or damage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FULLY EARNED PREMIUM – PROJECT SPECIFIC

This endorsement modifies insurance provided under all coverages included in this policy.

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

SCHEDULE

Fully Earned Premium Date:

Fully Earned Premium – Project Specific

A. If this policy is cancelled, the premium for the policy period at policy inception, plus any additional premium developed by endorsement after policy inception, will be deemed fully earned:

1. After more than 75% of the policy period shown in the Declarations at policy inception has passed;

2. After 12 months of the policy period shown in the Declarations at policy inception has passed when the policy period is more than one year;

3. On the Fully Earned Premium Date shown in the SCHEDULE above; or

4. Once the project, or portion thereof, has reached a level of Substantial Completion following construction or renovation;

whichever occurs first.

Any additional premium developed by endorsement after the policy premium is deemed fully earned shall also be deemed fully earned.

B. Substantial Completion means whichever of the following occurs first:

1. The date of the final inspection of the construction project by the applicable public agency;

2. The effective date of a valid certificate of completion; or

3. The date the construction project is put to its intended use by any person or organization other than the contractors or subcontractors working on the project.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PREMIUM AUDIT

This endorsement modifies insurance provided under the following:

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

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, **5. Premium Audit**, **SECTION IV – LIQUOR LIABILITY CONDITIONS**, **5. Premium Audit**, and **SECTION IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS**, **5. Premium Audit** are deleted and replaced with the following:

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. If the computed earned premium is greater than the deposit premium, the first Named Insured will be billed an audit premium for the difference. If the computed earned premium is less than the deposit premium, then we will receive and retain no less than 100% of the deposit premium.

c. The due date for audit premium is the date shown as the due date on the bill. Failure to pay the audit premium when due will be deemed a breach of contract and, at our sole discretion, may subject this policy, as well as any other in force policy of yours, to cancellation for non-payment of premium.

d. Should it become necessary to institute collection activities, including litigation, to collect any audit premium, then you will be responsible for 100% of the expenses, fees and costs incurred by us in that regard plus any collectible interest.

e. The first Named Insured must keep records of the information we need for premium computation and send us copies at such times as we may request. These records include but are not limited to ledgers, journals, registers, vouchers, contracts, tax reports, and payroll and disbursement records. Failure to supply such records upon request will be deemed a breach of policy conditions and, at our sole discretion, may subject this policy, as well as any other in force policy of yours, to cancellation for breach of policy conditions. We may examine your books and records at any time during the policy period or within three (3) years of the expiration of this policy.

f. If, after three (3) documented attempts, we are unable to examine your books and records to obtain the information required to complete the audit, the audit will be deemed unproductive, and we will complete an estimated audit using an increase of 100% in your estimated exposures. Documentation on our attempts to collect the required audit information will be made available to you and provided upon request.

g. You may dispute the audit within fourteen (14) days of receiving the audit endorsement or other notice regarding the premium adjustment amount by providing us with copies of the information we need for premium computation. Failure to dispute the audit endorsement or other notice regarding the premium adjustment amount within fourteen (14) days will be deemed as your agreement with the audit endorsement or other notice regarding the premium adjustment amount.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION WITH EXCEPTION FOR CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

SCHEDULE

Premium Attributable to Certified Act of Terrorism Coverage: _____
Information required to complete this SCHEDULE, if not shown above, will be shown in the Declarations.

A. Certified Act of Terrorism Coverage

This endorsement documents that you have purchased "certified act of terrorism" coverage as part of this policy. The "certified act of terrorism" coverage provided by this endorsement applies only to "any injury or damage" of the type insured by this policy that directly results from a "certified act of terrorism" as defined herein and further explained in the Terrorism Risk Insurance Act, as amended ("TRIA"). "Certified act of terrorism" coverage is provided as an exception to the "terrorism" exclusion added in Paragraph B of this endorsement.

1. The "certified act of terrorism" coverage provided herein expires on the earliest of:

a. the expiration date of TRIA;

b. the effective date of a renewal, extension, or replacement of TRIA that removes the requirement to make terrorism coverage available to you; or

c. the termination date of this policy.

2. In the event that a law extending, replacing, or otherwise modifying TRIA becomes effective during the policy period, the "certified act of terrorism" coverage provided herein shall be subject to all of the terms and limitations of such law as stated in the law. Notwithstanding the foregoing, the "certified act of terrorism" coverage provided herein expires when coverage under this policy terminates.

B. Terrorism Exclusion

The **EXCLUSIONS** section is amended by the addition of the following:

TERRORISM

This insurance does not apply to "any injury or damage" arising, directly or indirectly, out of:

"Terrorism", except as provided in Paragraph A. of this endorsement. This exclusion also applies to any action taken in hindering or defending against an actual or expected incident of "terrorism", regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage; and including damages arising, directly or indirectly, out of the above that are awarded as punitive damages.

Specimen

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C. Disclaimer

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

D. Disclosure of Premium Attributable to Certified Act of Terrorism Coverage

In accordance with TRIA, the portion of your premium attributable to "certified act of terrorism" coverage is disclosed in the SCHEDULE above.

E. Disclosure of Federal Share of Compensation Under TRIA

Where coverage is provided by this policy for "any injury or damage" resulting from a "certified act of terrorism", it may be partially reimbursed by the United States government under a formula established by federal law. However, the policy may contain other exclusions which might affect coverage under the policy, such as an exclusion for nuclear events. Under the formula, the United States government generally reimburses 80% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The premium charged under the policy for "certified act of terrorism" coverage does not include any charges for the portion of "any injury or damage" resulting from a "certified act of terrorism" that may be covered by the federal government under TRIA.

F. Disclosure of Insurer Cap on Losses

If aggregate insured losses attributable to "certified acts of terrorism" exceed $100 billion in a calendar year and we have met our insurer deductible under TRIA, we shall not be liable for the payment of any portion of such losses that exceeds $100 billion. In such an instance, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

G. Additional Definitions

The **DEFINITIONS** section is amended by the addition of the following:

For the purposes of this endorsement, "any injury or damage" means any injury or damage covered under any Coverage Part to which this endorsement is applicable, and includes but is not limited to any damage, "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part.

"Certified act(s) of terrorism" means an act that is certified by the Secretary of the Treasury in accordance with the provisions of TRIA to be an act of terrorism pursuant to TRIA. The criteria contained in TRIA for a "certified act of terrorism" include the following:

a. The act resulted in insured losses in excess of $5 million in the aggregate, attributable to all types of insurance subject to TRIA; and

b. The act is a violent act or an act that is dangerous to human life, property or infrastructure, and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

"Terrorism" means a violent act or an act that is dangerous to human life, property or infrastructure, that is committed by an individual or individuals, and that appears to be part of an effort to coerce a civilian population or to influence the policy or affect the conduct of any government by coercion.

"Terrorism" includes acts:

a. that involve the use, release or escape of nuclear materials, or directly or indirectly result in nuclear reaction or radiation or radioactive contamination;

Specimen

b. that are carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or

c. in which pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the terrorism was to release such materials.

Multiple incidents of "terrorism" which occur within a seventy-two-hour period and appear to be carried out in concert or to have a related purpose or common leadership shall be considered to be one incident.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

Specimen

MEMORANDUM

To: CAPK Executive Committee

From: Freddy Hernandez, Director of Youth & Community Services

Date: November 2, 2026

Subject: *Agenda Item IV(b):* Authorization to Sign the 2027 Low Income Home Energy Assistance Program (LIHEAP) Contract with Resolution from the Department of Community Services and Development – **Action Item**

Background

CAPK received the 2027 Low Income Home Energy Assistance Program (LIHEAP) contract from the Department of Community Services and Development (CSD) on October 23, 2026. The contract package, including Board approval and a Board Resolution, must be submitted by November 22, 2026, one day before the regularly scheduled Board meeting. Approval is therefore needed before that meeting to meet the submission deadline.

The contract funds CAPK's Energy Program to provide utility assistance and weatherization services to eligible low-income households in Kern County at no cost to participants. Services include heating and cooling bill payment assistance, energy crisis assistance, weatherization, and energy-related home repairs. The program supports federal and state efforts to reduce the burden of energy costs on low-income households.

Contract Terms

The 2027 LIHEAP contract (Contract #27B-5012) includes the following:

- Funding Amount: $8,197,325.00 (2026 funding amount was $8,319,924.00)
- Performance Period: October 1, 2026, through June 30, 2028
- Contract Terms: Similar to prior years, including program requirements, reporting obligations, and administrative provisions

Strategic Plan Impact: *The program aligns with Priority A – Community Investment in the 2026–2029 Strategic Plan by expanding access to essential services and supporting pathways out of poverty.*

Recommendation

Staff recommend that the 2026 Board Officers take the following actions:

1. Authorize the Chief Executive Officer to execute the 2027 LIHEAP contract on behalf of CAPK and any amendments during the contract term, provided the amendments do not materially alter the agreement's scope, terms, or conditions.
2. Approve the attached Resolution No. 2026-10.

Attachments:
Resolution Number 2026-10
2027 LIHEAP Contract #27B-5012 (for reference)

RESOLUTION # 2026-10

A Resolution of the Board of Directors of the Community Action Partnership of Kern Approving the Submission of the 2027 LIHEAP Contract

The Board of Directors of Community Action Partnership of Kern (CAPK), located at 1300 18th St., Bakersfield, CA 93301, met on November 2, 2026, in Bakersfield, California, at a special meeting of the Executive Committee and adopted the following resolution:

WHEREAS, Community Action Partnership of Kern (CAPK) is a private, nonprofit 501(c)(3) corporation established as a result of the Economic Opportunity Act of 1964 and is the federally designated community action agency serving low-income, elderly, and disadvantaged residents of Kern County; and

WHEREAS, CAPK is committed to alleviating poverty in Kern County by developing and implementing creative and innovative programs and has adopted the guiding philosophy of "Helping People, Changing Lives" to assist individuals and families with limited or no resources; and

WHEREAS, the State of California Department of Community Services and Development has made funds available for the 2027 Low Income Home Energy Assistance Program (LIHEAP); and

WHEREAS, the State of California Department of Community Services and Development has offered a 2027 LIHEAP contract to Community Action Partnership of Kern; and

WHEREAS, the State of California Department of Community Services and Development requires CAPK to designate an authorized signatory for the 2027 LIHEAP contract;

NOW, THEREFORE, BE IT RESOLVED that the CAPK Board of Directors hereby authorizes Jeremy T. Tobias, Chief Executive Officer, to act on behalf of the Board as CAPK's authorized signatory for the submission of the 2027 LIHEAP contract and any subsequent amendments during the contract period.

APPROVED by a majority vote of the Board of Directors of Community Action Partnership of Kern on November 2, 2026.

Maritza Jimenez, Chair
CAPK Board of Directors

Date

Docusign Envelope ID: A56B027A-0CF0-8749-8109-B68931C953E9

CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

JASON WIMBLEY Director
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
(916) 576-7109
www.csd.ca.gov

October 14, 2026

Dear Executive Director,

The purpose of this letter is to release the 2027 Low Income Home Energy Assistance Program (LIHEAP) contract and provide key funding information related to this agreement. The Department of Community Services and Development (CSD) has not yet received the initial LIHEAP grant award from the United States Department of Health and Human Services (HHS). Therefore, the initial funding allocation for 2027 LIHEAP is based on 75 percent of the 2026 LIHEAP grant award. The amount to be released to local service providers (LSPs), calculated in accordance with the Three Factor Formula (3FF) and the 2025 LIHEAP contract A and C expenditure benchmark adjustments, is $168,228,132. CSD will issue amendment(s) in the future to facilitate the release of any additional 2027 LIHEAP grant funds received from HHS.

Note that CSD will not process any claims for the 2027 LIHEAP contract reimbursement or issue any Program Year (PY) 2027 LIHEAP utility assistance benefits until HHS releases the funding award and the LSP's contract is fully executed. To avoid gaps in LIHEAP service delivery, LSPs are encouraged to continue assistance delivery under the 2026 LIHEAP contract until the 2027 LIHEAP contract is fully executed. LSPs are further encouraged to contact their field representative if they need assistance moving funds within the components of the 2026 LIHEAP contract.

The following summarizes key contract and policy changes associated with the implementation of the 2027 LIHEAP contract:

- HEAP Benefit amounts have been updated to reflect current energy costs, with the amounts determined by energy cost data received from utilities.
- The practice of applying the $100 adder to the HEAP benefit amount for each poverty group is being phased out, with the supplement (adder) being reduced to $50 for PY 2027. (In PY 2028 no additional amount will be added.)
- CSD worked in consultation with the Energy Council to revise the Assurance 16 contractual requirements and policies to track the effectiveness of Assurance 16 services provided by the LSPs. This change was prompted by a finding issued by the U.S. Department of Health and Human Services (HHS).
- This contract incorporates a new Client Education line item, intended to capture LSP costs associated with the delivery of required consumer awareness literature and energy conservation education to LIHEAP service recipients.

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CSD received several comments on the 2027 LIHEAP draft contract, the responses to which have been posted in the "2027 LIHEAP Contract Comments & CSD Responses" on the Local Agencies Portal.

CSD looks forward to working in partnership with you to strengthen our capacity to effectively administer programs that improve the economic security of those we serve, and ultimately the lives of all Californians.

Sincerely,

Jason Wimbley

JASON WIMBLEY
Director

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2027 LIHEAP Contract Checklist

General Comments and Requirements:

Please contact your assigned Field Operations Representative immediately for assistance if this Agreement requires corrections. Agencies are required to utilize DocuSign to sign this Agreement. Please fill out and submit CSD 489 (DocuSign Contact Update Form) if you have not yet initialized DocuSign® with the California Department of Community Services and Development (CSD).

Contract Packet:

The following completed documents/forms must be returned to CSD in the Agreement packet within 30 days (45 days for public agencies). Please use the checkboxes below to indicate the documents/forms are included:

- ☐ Contract Face Sheet (STD 213) signed by individual authorized on Board Resolution.
- ☐ Federal Funding Accountability and Transparency Act (FFATA) Form
- ☐ Certification Regarding Lobbying Form.
- ☐ Contractor Certification Clause Form (CCC).
- ☐ Insurance or Self-Insurance. Please attach current evidence of insurance if not already on file with CSD.
- ☐ Board resolution. (Not applicable if a general board resolution has already been submitted and is not specific to the program, program year, or contract number, and does not contain any changes.)

Programmatic Contract Requirements (as applicable):

- ☐ LIHEAP Production Plan (CSD 622).
- ☐ CSD 188 Agency Staff and Board Roster form (located under forms tab on the Local Agencies Portal). N/A If a general Board Roster was submitted and no changes have occurred.
- ☐ CSD 251 Public Website Update (located under forms tab on the Local Agencies Portal).
- ☐ CSD 143 Working Capital Advance (located under forms tab on the Local Agencies Portal). Submit the form to EARS.Reports@CSD.CA.GOV.
- ☐ Completed the 2026 Agency Local Plan and made all updates as requested by the Field Monitor.

Please return completed contract packets within 30 days (45 days for public agencies) through the DocuSign link that will be sent by CSD:

All forms are located on the Local Agencies Portal at https://agencies.csd.ca.gov.

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2027 LIHEAP Contract
Facesheet

	County/Service Territory	Contract Number	Direct Services: Weatherization: Initial WX Program	Direct Services: Weatherization: Delayed WX Program	Direct Services: Weatherization: WX Program Subtotal	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable Admin	Direct Services: Administration/Assurance 16/ECIP/HEAP: Allowable A16	Direct Services: Administration/Assurance 16/ECIP/HEAP: ECIP/HEAP Program	Direct Services: Administration/Assurance 16/ECIP/HEAP: Admin/A16/ ECIP/HEAP Subtotal	Utility Assistance: ECIP FT/HEAP G&E Program Subtotal	Total Contract Allocation
1	Alameda County - Spectrum Community Services, Inc.	27B-5001	632,499	423,574	1,056,073	211,787	0	1,207,749	1,419,536	1,537,136	4,012,745
2	Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
	Amador County		47,242	31,637	78,879	15,819	15,819	71,896	103,534	117,305	299,718
	Calaveras County		93,982	62,938	156,920	31,469	31,469	176,903	239,841	199,486	596,247
	Tuolumne County		135,322	90,623	225,945	45,311	45,311	238,459	329,081	303,493	858,519
	Service Territory Total	27B-5002	276,546	185,198	461,744	92,599	92,599	487,258	672,456	620,284	1,754,484
3	Butte County - CAA of Butte County, Inc.	27B-5003	359,146	240,514	599,660	120,257	0	1,013,093	1,133,350	545,511	2,278,521
4	Colusa Service Territory - Glenn County Community Action Department										
	Colusa County		24,277	16,258	40,535	8,129	0	33,714	41,843	71,641	154,019
	Glenn County		37,455	25,083	62,538	12,542	0	56,891	69,433	105,656	237,627
	Trinity County		32,336	21,655	53,991	10,828	0	112,266	123,094	28,066	205,151
	Service Territory Total	27B-5004	94,068	62,996	157,064	31,499	0	202,871	234,370	205,363	596,797
5	Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	27B-5005	620,156	415,308	1,035,464	207,654	0	538,264	745,918	2,153,056	3,934,438
6	Del Norte County - Del Norte Senior Center, Inc.	27B-5006	82,832	55,471	138,303	27,735	0	201,302	229,037	158,166	525,506
7	El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
	Alpine County		6,185	4,142	10,327	2,071	0	15,837	17,908	11,005	39,240
	El Dorado County		280,660	187,954	468,614	93,977	0	718,616	812,593	499,377	1,780,584
	Service Territory Total	27B-5007	286,845	192,096	478,941	96,048	0	734,453	830,501	510,382	1,819,824
8	Fresno County - Fresno County Economic Opportunities Commission	27B-5008	1,559,303	1,044,240	2,603,543	522,120	0	1,150,387	1,672,507	5,616,588	9,892,638
9	Humboldt Service Territory - Redwood CAA										
	Humboldt County		265,869	178,048	443,917	89,024	0	484,596	573,620	669,205	1,686,742
	Modoc Co. (WEATHERIZATION/ASSURANCE 16)		69,495	46,539	116,034	6,465	0	0	6,465	0	122,499
	Service Territory Total	27B-5009	335,364	224,587	559,951	95,489	0	484,596	580,085	669,205	1,809,241
10	Imperial Service Territory - Campesinos Unidos, Inc.										
	Imperial County		173,847	116,422	290,269	58,211	58,211	181,023	297,445	515,218	1,102,932
	San Diego County - Area A		898,271	601,557	1,499,828	300,779	300,779	755,472	1,357,030	2,842,013	5,698,871
	Service Territory Total	27B-5010	1,072,118	717,979	1,790,097	358,990	358,990	936,495	1,654,475	3,357,231	6,801,803
11	Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
	Inyo County		34,704	23,241	57,945	11,620	0	109,945	121,565	40,664	220,174
	Mono County		53,125	35,577	88,702	17,788	0	202,882	220,670	27,666	337,038
	Service Territory Total	27B-5011	87,829	58,818	146,647	29,408	0	312,827	342,235	68,330	557,212
12	Kern County - Community Action Partnership of Kern	27B-5012	1,292,083	865,287	2,157,370	432,644	432,644	1,190,173	2,055,461	3,984,494	8,197,325
13	Kings County - Kings Community Action Organization, Inc.	27B-5013	209,559	140,338	349,897	70,169	0	327,397	397,566	582,038	1,329,501
14	Lake Service Territory - North Coast Energy Services, Inc.										
	Lake County		179,880	120,463	300,343	60,231	0	382,510	442,741	398,123	1,141,207
	Mendocino County		181,555	121,584	303,139	60,792	0	283,644	344,436	504,256	1,151,831
	Napa County		84,290	56,447	140,737	28,224	0	135,344	163,568	230,451	534,756
	Solano County		236,443	158,342	394,785	79,171	0	174,438	253,609	851,667	1,500,061
	Sonoma County		293,194	196,348	489,542	98,174	0	496,232	594,406	776,157	1,860,105
	Yolo County		172,353	115,422	287,775	57,711	0	239,350	297,061	508,619	1,093,455
	Service Territory Total	27B-5014	1,147,715	768,606	1,916,321	384,303	0	1,711,518	2,095,821	3,269,273	7,281,415
15	Lassen County - Lassen Economic Development Corporation	27B-5015	120,679	80,817	201,496	40,408	0	429,447	469,855	94,269	765,620
	Los Angeles County										
16	Area A - Maravilla Foundation	27B-5016	2,002,724	1,341,193	3,343,917	670,596	670,596	2,967,664	4,308,856	5,053,049	12,705,822
17	Area B - Pacific Asian Consortium in Employment	27B-5017	1,328,759	889,848	2,218,607	444,924	0	1,153,295	1,598,219	4,613,178	8,430,004
18	Area C - Long Beach Community Action Partnership	27B-5018	1,285,343	860,773	2,146,116	430,387	430,387	875,104	1,735,878	4,272,568	8,154,562
19	Madera County - Community Action Partnership of Madera County, Inc.	27B-5019	271,300	181,685	452,985	90,842	90,842	228,171	409,855	858,358	1,721,198
20	Marin County - Community Action Marin	27B-5020	126,590	84,775	211,365	42,388	42,388	121,675	206,451	385,303	803,119
21	Mariposa County - County of Mariposa Health & Human Services Agency	27B-5021	66,361	44,441	110,802	22,220	0	172,794	195,014	115,196	421,012

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Department of Community Services and Development
Total 2027 LIHEAP Contract
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22	Merced County - Merced County CAA	27B-5022	397,727	266,351	664,078	133,176	133,176	334,500	600,852	1,258,357	2,523,287
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	27B-5023	0	0	0	16,805	0	168,889	185,694	132,699	318,393
24	Orange County - Community Action Partnership of Orange County	27B-5024	952,215	637,683	1,589,898	318,842	318,842	1,372,870	2,010,554	2,440,659	6,041,111
25	Placer Service Territory - Project GO, Inc.										
	Nevada County		252,076	168,811	420,887	84,405	0	711,064	795,469	382,880	1,599,236
	Placer County		261,676	175,240	436,916	87,620	0	442,887	530,507	692,721	1,660,144
	Service Territory Total	27B-5025	513,752	344,051	857,803	172,025	0	1,153,951	1,325,976	1,075,601	3,259,380
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County		79,651	53,341	132,992	26,671	0	279,989	306,660	65,677	505,329
	Sierra County		9,498	6,361	15,859	3,180	0	32,153	35,333	9,069	60,261
	Service Territory Total	27B-5026	89,149	59,702	148,851	29,851	0	312,142	341,993	74,746	565,590
27	Riverside County - Community Action Partnership of Riverside County	27B-5027	1,668,431	1,117,321	2,785,752	558,660	0	1,592,924	2,151,584	5,647,640	10,584,976
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County		1,287,031	861,904	2,148,935	430,952	0	1,954,885	2,385,837	3,630,500	8,165,272
	Sutter County		125,096	83,775	208,871	41,887	0	190,010	231,897	352,876	793,644
	Yuba County		123,168	82,484	205,652	41,242	0	219,152	260,394	315,366	781,412
	Service Territory Total	27B-5028	1,535,295	1,028,163	2,563,458	514,081	0	2,364,047	2,878,128	4,298,742	9,740,328
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	27B-5029	0	0	0	19,423	0	59,261	78,684	289,325	368,009
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	27B-5030	2,087,895	1,398,229	3,486,124	699,115	0	2,808,888	3,508,003	6,252,042	13,246,169
31	San Diego County - Area B - Metropolitan Area Advisory Committee	27B-5031	573,790	384,258	958,048	192,129	0	1,220,149	1,412,278	1,269,952	3,640,278
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	27B-5032	795,662	532,842	1,328,504	266,421	0	587,005	853,426	2,865,964	5,047,894
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	27B-5033	165,326	110,716	276,042	55,358	0	351,562	406,920	365,911	1,048,873
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	27B-5034	244,814	163,948	408,762	81,974	81,974	686,320	850,268	294,137	1,553,167
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	27B-5035	0	0	0	149,697	0	537,321	687,018	2,149,284	2,836,302
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County		290,034	194,231	484,265	97,116	0	264,322	361,438	994,353	1,840,056
	San Francisco County		352,023	235,744	587,767	117,872	0	259,707	377,579	1,267,980	2,233,326
	San Mateo County		283,956	190,160	474,116	95,080	0	234,136	329,216	998,159	1,801,491
	Santa Cruz County		169,194	113,306	282,500	56,653	0	154,194	210,847	580,065	1,073,412
	San Benito County (WEATHERIZATION/ASSURANCE 16/EHCS)		82,809	55,456	138,265	8,305	0	10,781	19,086	0	157,351
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)		638,216	427,403	1,065,619	64,005	0	83,091	147,096	0	1,212,715
	Service Territory Total	27B-5036	1,816,232	1,216,300	3,032,532	439,031	0	1,006,231	1,445,262	3,840,557	8,318,351
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County		318,910	213,569	532,479	106,784	106,784	676,919	890,487	600,286	2,023,252
	Tehama County		152,617	102,205	254,822	51,102	51,102	323,944	426,148	287,271	968,241
	Service Territory Total	27B-5037	471,527	315,774	787,301	157,886	157,886	1,000,863	1,316,635	887,557	2,991,493
38	Siskiyou County - Great Northern Services	27B-5038	178,210	119,344	297,554	59,672	0	409,896	469,568	363,492	1,130,614
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	27B-5039	677,562	453,752	1,131,314	226,876	0	529,280	756,156	2,411,166	4,298,636
40	Tulare County - Community Services & Employment Training, Inc.	27B-5040	799,622	535,494	1,335,116	267,747	0	1,041,046	1,308,793	2,429,108	5,073,017
41	Ventura County - Community Action of Ventura County, Inc.	27B-5041	291,519	195,226	486,745	97,613	0	366,885	464,498	898,234	1,849,477
	TOTALS		26,516,547	17,757,698	44,274,245	8,878,849	2,810,324	34,350,563	46,039,736	77,914,151	168,228,132

ALLOCATION SPREADSHEET

State of California
Department of Community Services and Development
Total 2027 LIHEAP Contract
Facesheet

County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%	ECIP/HEAP Client Ed 2%
1 Alameda County - Spectrum Community Services, Inc.	50,600	31,625	31,625	84,486	52,804	52,804	219,591	137,244	54,898	54,898
2 Amador/Tuolumne Service Territory - Amador-Tuolumne CAA										
Amador County	3,779	2,362	2,362	6,310	3,944	3,944	15,136	9,460	3,784	3,784
Calaveras County	7,519	4,699	4,699	12,554	7,846	7,846	30,111	18,819	7,528	7,528
Tuolumne County	10,826	6,766	6,766	18,076	11,297	11,297	43,356	27,098	10,839	10,839
Service Territory Total	22,124	13,827	13,827	36,940	23,087	23,087	88,603	55,377	22,151	22,151
3 Butte County - CAA of Butte County, Inc.	28,732	17,957	17,957	47,973	29,983	29,983	124,688	77,930	31,172	31,172
4 Colusa Service Territory - Glenn County Community Action Department										
Colusa County	1,942	1,214	1,214	3,243	2,027	2,027	8,428	5,268	2,107	2,107
Glenn County	2,996	1,873	1,873	5,003	3,127	3,127	13,004	8,127	3,251	3,251
Trinity County	2,587	1,617	1,617	4,319	2,700	2,700	11,227	7,017	2,807	2,807
Service Territory Total	7,525	4,704	4,704	12,565	7,854	7,854	32,659	20,412	8,165	8,165
5 Contra Costa Co. - Contra Costa Employment & Human Services Dept/CSB	49,612	31,008	31,008	82,837	51,773	51,773	215,306	134,566	53,826	53,826
6 Del Norte County - Del Norte Senior Center, Inc.	6,627	4,142	4,142	11,064	6,915	6,915	28,757	17,973	7,189	7,189
7 El Dorado Service Territory - El Dorado Co. Health & Human Services Agency										
Alpine County	495	309	309	826	516	516	2,147	1,342	537	537
El Dorado County	22,453	14,033	14,033	37,489	23,431	23,431	97,439	60,900	24,360	24,360
Service Territory Total	22,948	14,342	14,342	38,315	23,947	23,947	99,586	62,242	24,897	24,897
8 Fresno County - Fresno County Economic Opportunities Commission	124,744	77,965	77,965	208,283	130,177	130,177	541,358	338,349	135,340	135,340
9 Humboldt Service Territory - Redwood CAA										
Humboldt County	21,270	13,293	13,293	35,513	22,196	22,196	92,304	57,690	23,076	23,076
Modoc Co. (WEATHERIZATION/ASSURANCE 16)	5,560	3,475	3,475	9,283	5,802	5,802	0	0	0	0
Service Territory Total	26,830	16,768	16,768	44,796	27,998	27,998	92,304	57,690	23,076	23,076
10 Imperial Service Territory - Campesinos Unidos, Inc.										
Imperial County	13,908	8,692	8,692	23,222	14,513	14,513	55,699	34,812	13,925	13,925
San Diego County - Area A	71,862	44,914	44,914	119,986	74,991	74,991	287,799	179,874	71,950	71,950
Service Territory Total	85,770	53,606	53,606	143,208	89,504	89,504	343,498	214,686	85,875	85,875
11 Inyo Service Territory - Inyo Mono Advocates for Community Action, Inc.										
Inyo County	2,776	1,735	1,735	4,636	2,897	2,897	12,049	7,530	3,012	3,012
Mono County	4,250	2,656	2,656	7,096	4,435	4,435	18,444	11,527	4,611	4,611
Service Territory Total	7,026	4,391	4,391	11,732	7,332	7,332	30,493	19,057	7,623	7,623
12 Kern County - Community Action Partnership of Kern	103,367	64,604	64,604	172,590	107,869	107,869	413,973	258,733	103,493	103,493
13 Kings County - Kings Community Action Organization, Inc.	16,765	10,478	10,478	27,992	17,495	17,495	72,755	45,472	18,189	18,189
14 Lake Service Territory - North Coast Energy Services, Inc.										
Lake County	14,390	8,994	8,994	24,027	15,017	15,017	62,451	39,032	15,613	15,613
Mendocino County	14,524	9,078	9,078	24,251	15,157	15,157	63,032	39,395	15,758	15,758
Napa County	6,743	4,215	4,215	11,259	7,037	7,037	29,264	18,290	7,316	7,316
Solano County	18,915	11,822	11,822	31,583	19,739	19,739	82,088	51,305	20,522	20,522
Sonoma County	23,456	14,660	14,660	39,163	24,477	24,477	101,791	63,619	25,448	25,448
Yolo County	13,788	8,618	8,618	23,022	14,389	14,389	59,838	37,398	14,959	14,959
Service Territory Total	91,816	57,387	57,387	153,305	95,816	95,816	398,464	249,039	99,616	99,616
15 Lassen County - Lassen Economic Development Corporation	9,654	6,034	6,034	16,120	10,075	10,075	41,897	26,186	10,474	10,474
Los Angeles County										
16 Area A - Maravilla Foundation	160,218	100,136	100,136	267,513	167,196	167,196	641,657	401,036	160,414	160,414
17 Area B - Pacific Asian Consortium in Employment	106,301	66,438	66,438	177,489	110,930	110,930	461,318	288,324	115,329	115,329
18 Area C - Long Beach Community Action Partnership	102,827	64,267	64,267	171,689	107,306	107,306	411,814	257,384	102,953	102,953
19 Madera County - Community Action Partnership of Madera County, Inc.	21,704	13,565	13,565	36,239	22,649	22,649	86,922	54,326	21,731	21,731
20 Marin County - Community Action Marin	10,127	6,330	6,330	16,909	10,568	10,568	40,558	25,349	10,140	10,140
21 Mariposa County - County of Mariposa Health & Human Services Agency	5,309	3,318	3,318	8,864	5,540	5,540	23,039	14,400	5,760	5,760

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Department of Community Services and Development
Total 2027 LIHEAP Contract
Facesheet

	County/Service Territory	Initial WX Intake 8%	Initial WX Outreach 5%	Initial WX Training 5%	Approved Waiver Total WX Intake 8%	Approved Waiver Total WX Outreach 5%	Approved Waiver Total WX Training 5%	ECIP/HEAP Intake 8%	ECIP/HEAP Outreach 5%	ECIP/HEAP Training 2%	ECIP/HEAP Client Ed 2%
22	Merced County - Merced County CAA	31,818	19,886	19,886	53,126	33,204	33,204	127,429	79,643	31,857	31,857
23	Modoc - T.E.A.C.H. Inc. (NON WEATHERIZATION/ASSURANCE 16)	0	0	0	0	0	0	24,127	15,079	6,032	6,032
24	Orange County - Community Action Partnership of Orange County	76,177	47,611	47,611	127,192	79,495	79,495	305,082	190,676	76,271	76,271
25	Placer Service Territory - Project GO, Inc.										
	Nevada County	20,166	12,604	12,604	33,671	21,044	21,044	87,516	54,697	21,879	21,879
	Placer County	20,934	13,084	13,084	34,953	21,846	21,846	90,849	56,780	22,712	22,712
	Service Territory Total	41,100	25,688	25,688	68,624	42,890	42,890	178,365	111,477	44,591	44,591
26	Plumas Service Territory - Plumas Co. Community Development Commission										
	Plumas County	6,372	3,983	3,983	10,639	6,650	6,650	27,653	17,283	6,913	6,913
	Sierra County	760	475	475	1,269	793	793	3,298	2,061	824	824
	Service Territory Total	7,132	4,458	4,458	11,908	7,443	7,443	30,951	19,344	7,737	7,737
27	Riverside County - Community Action Partnership of Riverside County	133,474	83,422	83,422	222,860	139,288	139,288	579,245	362,028	144,811	144,811
28	Sacramento Service Territory - Community Resource Project, Inc.										
	Sacramento County	102,962	64,352	64,352	171,915	107,447	107,447	446,831	279,269	111,708	111,708
	Sutter County	10,008	6,255	6,255	16,710	10,444	10,444	43,431	27,144	10,858	10,858
	Yuba County	9,853	6,158	6,158	16,452	10,283	10,283	42,761	26,726	10,690	10,690
	Service Territory Total	122,823	76,765	76,765	205,077	128,174	128,174	533,023	333,139	133,256	133,256
29	San Benito Co. - HHSA, Comm. Svcs. & Wkfs. Dev. (NON WEATHERIZATION/A16)	0	0	0	0	0	0	27,887	17,429	6,972	6,972
30	San Bernardino County - Community Action Partnership of San Bernardino Co.	167,032	104,395	104,395	278,890	174,306	174,306	724,874	453,047	181,219	181,219
31	San Diego County - Area B - Metropolitan Area Advisory Committee	45,903	28,690	28,690	76,644	47,902	47,902	199,208	124,505	49,802	49,802
32	San Joaquin Co. - San Joaquin Co. Dept. of Aging & Community Services	63,653	39,783	39,783	106,280	66,425	66,425	276,238	172,648	69,059	69,059
33	San Luis Obispo Co. - Community Action Partnership of San Luis Obispo Co., Inc.	13,226	8,266	8,266	22,083	13,802	13,802	57,398	35,874	14,349	14,349
34	Santa Barbara Co. - Community Action Commission of Santa Barbara County	19,585	12,241	12,241	32,701	20,438	20,438	78,437	49,023	19,609	19,609
35	Santa Clara Co. - Sacred Heart Community Service (NON WEATHERIZATION/A16)	0	0	0	0	0	0	214,928	134,330	53,732	53,732
36	Santa Cruz Service Territory - Central Coast Energy Services, Inc.										
	Monterey County	23,203	14,502	14,502	38,741	24,213	24,213	100,694	62,934	25,174	25,174
	San Francisco County	28,162	17,601	17,601	47,021	29,388	29,388	122,215	76,384	30,554	30,554
	San Mateo County	22,716	14,198	14,198	37,929	23,706	23,706	98,584	61,615	24,646	24,646
	Santa Cruz County	13,536	8,460	8,460	22,600	14,125	14,125	58,741	36,713	14,685	14,685
	San Benito County (WEATHERIZATION/ASSURANCE 16/EHCS)	6,625	4,140	4,140	11,061	6,913	6,913	862	539	216	216
	Santa Clara County (WEATHERIZATION/ASSURANCE 16/EHCS)	51,057	31,911	31,911	85,250	53,281	53,281	6,647	4,155	1,662	1,662
	Service Territory Total	145,299	90,812	90,812	242,602	151,626	151,626	387,743	242,340	96,937	96,937
37	Shasta/Tehama Service Territory - Self-Help Home Improvement Project, Inc.										
	Shasta County	25,513	15,946	15,946	42,598	26,624	26,624	102,176	63,860	25,544	25,544
	Tehama County	12,209	7,631	7,631	20,386	12,741	12,741	48,897	30,561	12,224	12,224
	Service Territory Total	37,722	23,577	23,577	62,984	39,365	39,365	151,073	94,421	37,768	37,768
38	Siskiyou County - Great Northern Services	14,257	8,911	8,911	23,804	14,878	14,878	61,871	38,669	15,468	15,468
39	Stanislaus County - Central Valley Opportunity Center, Incorporated	54,205	33,878	33,878	90,505	56,566	56,566	235,236	147,022	58,809	58,809
40	Tulare County - Community Services & Employment Training, Inc.	63,970	39,981	39,981	106,809	66,756	66,756	277,612	173,508	69,403	69,403
41	Ventura County - Community Action of Ventura County, Inc.	23,322	14,576	14,576	38,940	24,337	24,337	101,210	63,256	25,302	25,302
	TOTALS	2,121,324	1,325,832	1,325,832	3,541,938	2,213,713	2,213,713	8,981,177	5,613,233	2,245,295	2,245,295

SCO ID: 4700-27B-5012-0

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICE
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
27B-5012	**DCSD-4700**

1. This Agreement is entered into Contracting Agency and the Contractor Named Below:

CONTRACTING AGENCY NAME
Department of Community Service And Development

CONTRACTOR'S NAME
Community Action Partnership of Kern

2. The term of this Agreement is:

START DATE
10/01/2026

THROUGH END DATE
06/30/2028

3. The maximum amount of this Agreement is:
$8,197,325.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement

Preamble
Article 1 – Scope of Work
Article 2 – Contract, Administration and Procedure
Article 3 – Contract Changes
Article 4 – Administrative Policies and Procedures
Article 5 – Administrative and Program Expenditures Requirements
Article 6 – Reporting Policies and Procedures
Article 7 – Program Policies and Procedures
Article 8 – Program Implementation
Article 9 – Training, Licensing and Certifications
Article 10 – Compliance Policies and Procedures
Article 11 – Federal and State Policy Provisions
Article 12 – General Terms and Conditions GTC 02/2025
Article 13 – Definitions
Article 14 – Forms and Documents Incorporated by Reference

These documents can be accessed at https://providers.csd.ca.gov/.

**Items shown with an asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto.*
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
Community Action Partnership of Kern

CONTRACTOR BUSINESS ADDRESS	**CITY**	**STATE**	**ZIP**
1300 18TH ST STE 200	Bakersfield	CA	93309

PRINTED NAME OF PERSON SIGNING	**TITLE**

CONTRACTOR AUTHORIZED SIGNATURE	**DATE SIGNED**

SCO ID: 4700-27B-5012-0

STATE OF CALIFORNIA-DEPARTMENT OF GENERAL SERVICE
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
27B-5012	**DCSD-4700**

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Community Service And Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100	**CITY** Sacramento	**STATE** CA	**ZIP** 95833
PRINTED NAME OF PERSON SIGNING	**TITLE**		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	**DATE SIGNED**		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	**EXEMPTION (IF Applicable)** I hereby certify that all conditions for exemption have been complied with, and the document is exempt from the Department of General Services approval.		

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Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Community Services and Development
Federal Funding Accountability and Transparency Act Report Form

Return with the Contract

As of October 1, 2010, CSD is required to comply with sub-award reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA). CSD must file the FFATA sub- award report by the end of the month following the month in which CSD awards funds greater than or equal to $25,000 to any agency/service provider. In accordance with terms of the CSD agreement, agencies are required to provide the information requested in this form on or beforethe above due date. Failure to timely submit the completed form may result in "high-risk" designation and/or imposition of additional special terms and conditions on the agency's eligibility for CSD funds.

Please e-mail completed report form to the program e-mail address listed below:

Department of Energy Weatherization Assistance Program: Wx@csd.ca.gov
Community Services Block Grant: csbg.div@csd.ca.gov
Low Income Home Energy Assistance Program: Wx@csd.ca.gov

AGENCY/SUB-AWARDEE INFORMATION

Agency Name		
Program Type **(Check One)**	☐**CSBG** ☐**LIHEAP** ☐**DOE WAP** ☐**OTHER** _____	
Contract Number		
Performance Period(s) (mm/dd/yy - mm/dd/yy)		
Agency Unique Entity ID (SAM.gov) **NEW**		
Agency Primary Contact Information *(person responsible for completing thisform)*	Name:	
	Title:	
	E-Mail:	
	Phone:	
Location of Agency	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	

Docusign Envelope ID: A56B027A-0CF0-8749-8109-B68931C953E9

Department of Community Services and Development
CSD 279 (Rev. 4/2022)

Place of Performance *(where program funds are primarily spent, if different from agency location above)*	Mailing Address:	
	State:	
	Zip + 4 Digits (+4 digit is required)	
	U.S. Congressional District:	
	State Assembly District:	
	State Senate District:	
Agency (Sub-Awardee) Executive Compensation Reporting	Is more than 80% of your agency's annual gross revenue from the Federal government? ☐ Yes ☐ No (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	
	Does your agency's total annual federal funding exceed $25 million? ☐ Yes ☐ No (If YES, continue to the next question. **If NO, you are now finished completing this form.)**	
	Is your agency one of the entities described below? ☐ Yes ☐ No ▪ A tax-exempt nonprofit entity required to file an annual Form 990 return with the Internal Revenue Service (IRS). ▪ A publicly owned corporation required to file annual reports with the Securities and Exchange Commission (SEC).	
	(If NO, please list the names and compensation of your agency's top five highest compensated employees in the spaces below. If YES, you are now finished completing this form.)	
Five Highest Compensated Executives/Employees	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	
	Name	
	Compensation	

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Description of Information Requested

Place of Performance

Address represents where the prime recipient is performing the majority of work funded. If the award fundsmultiple projects in different locations, then an address such as a city hall or county seat may be the most appropriate if it represent where the majority of funds are being used.

Agency/Sub-Awardee Executive Compensation Reporting

Sub-awardees must report the total compensation and names of the top five executives in the organization if:

a) More than 80% of the annual gross revenues are from the Federal government, and those revenues aregreater than $25 million annually; and

b) Compensation information is not readily available through reporting to the to the IRS on a Form 990 (section6104 of the Internal Revenue Code of 1986), or through reporting to Securities and Exchange Commission (SEC).SEC reporting is required for publicly owned/traded corporations.

Exemptions: Refer to 2 CFR
Part 170 for exemption criteria. http://www.gpo.gov/fdsys/pkg/CFR-2012-title2-vol1/pdf/CFR-2012-title2-vol1-part170.pdf

Additional Resources

Unique Entity ID (UEI Number)	
On April 4, 2022, the D-U-N-S® Number will be removed and the Unique Entity ID (SAM) will be the authoritative identifier. This ID is used within SAM.gov and other government award and financial systems to identify a unique entity. The transition to the Unique Entity ID (SAM) is a federal governmentwide initiative.	https://sam.gov/content/home https://gsa.gov/entityid
Zip Code + 4 Digit Zip	
Use the United States Postal Service website to identify your +4 digit zip	https://tools.usps.com/go/ZipLookupAction!input.action
Congressional District	
Use the following sites to identify your congressional district	
U.S. Congressional District	http://www.house.gov/representatives/find/
State Assembly and Senate District	http://findyourrep.legislature.ca.gov/
Reporting Requirement Regulations	
The Federal Funding Accountability and Transparency Act of 2006	http://www.gpo.gov/fdsys/pkg/PLAW-109publ282/html/PLAW-109publ282.htm
FFATA Subaward Reporting System (FSRS) website	https://www.fsrs.gov/

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Contractor Certification Clause

CCC 1005

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

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4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm’s offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

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whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

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2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

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CERTIFICATION REGARDING LOBBYING

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FAMILY SUPPORT ADMINISTRATION

PROGRAM: **Low-Income Home Energy Assistance (LIHEAP)**

PERIOD: **October 1, 2026 through June 30, 2028**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting 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 the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Title	**Signature**
Agency/Organization	**Date**

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DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB
0348-0046

Complete the form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change For Material Change Only: year _____ quarter date of Last report

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known:* Congressional District, *if known:*	Congressional District, *if known:*
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, *If applicable:*
8. Federal Action Number, *if known:*	9. Award Amount, *if known:* $
10. a. Name address of Lobbying Entity *(if individual, last name, first, name, MI):*	b. Individuals Performing Services *(including address if different from No. 10a)* *(last name, first name, MI):*

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

11. Amount of Payment *(check all that apply)*:	13. Type of Payment *(check all that apply)*:
$ _____ ☐ actual ☐ planned	☐ a. retainer ☐ b. one-time fee ☐ c. commission ☐ d. contingent fee ☐ e. deferred ☐ f. other; specify:
12. Form of Payment *(check all that apply)*: ☐ a. cash ☐ b. in-kind; specify: nature value	

14. Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s), contacted, for Payment indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, *if necessary*)

15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No

16	
Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1353. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty for not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____

Federal Use Only:	Authorized for Local Reproductions Standard Form – LLL

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DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET

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Reporting Entity: _____ **Page** _____ **of**

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INSTRUCTION FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identity the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and ZIP Code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full name of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budgets. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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SUBVENTION CONTRACT

PREAMBLE

This subvention contract, for the implementation of the Low Income Home Energy Assistance Program (LIHEAP) in program year 2027 ("Contract"), is entered into between the Department of Community Services and Development ("CSD" or "Department") and the contractor named on Form STD. 213, the face sheet of this document ("Contractor") and shall be enforceable on the date last signed.

NOW THEREFORE, in consideration of the promises and of the mutual agreements and covenants hereinafter set forth, CSD and Contractor hereby agree as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 General

1.1.1 Contractor shall provide services under the weatherization (WX) program, Home Energy Assistance Program (HEAP), and Energy Crisis Intervention Program (ECIP) to eligible participants residing in the service area described in Section 1.2, pursuant to all applicable federal and state statutes and regulations. Contractor shall provide crisis services and activities to the low-income community within its service area through at least March 15, 2027.

1.1.2 The LIHEAP Assistance Listing Number is 93.568. The award is fully funded through the United States Department of Health and Human Services (HHS).

1.2 Service Area

1.2.1 The services shall be performed in the Service Territory comprised of the following service area(s):

The 2027 LIHEAP Contractor Numbers and Service Areas listing may be accessed at CSD's Local Agencies Portal (CSD LAP) under the Supporting Documents section at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

1.2.2 Contractors that provide services in Los Angeles and San Diego counties shall refer to the ZIP Codes Listing on the CSD LAP to determine the zip codes for their respective area.

1.3 Term and Amount of Contract

1.3.1 The term of this Contract shall be the period represented on Standard Agreement STD. 213.

1.3.2 The contract amount as represented on Standard Agreement STD. 213 consists of

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Contractor's total allocation to include the "Direct Services" and "Utility Assistance" portions attributable to Contractor's service area(s).

1.3.3 Direct Services and Utility Assistance funding, as defined in Article 13, Definitions, that are allocated to Contractor, shall be expended, reported, and accounted for in accordance with the provisions of this Contract.

1.4 Program Authorities – Requirements, Standards and Guidance

1.4.1 All services and activities are to be provided in accordance with applicable federal, state, and local laws and regulations, which may be amended from time to time, including but not limited to, the following:

1.4.1.1 The Low-Income Home Energy Assistance Act of 1981 (42 United States Code (USC) § 8621 et seq.), and the Low Income Home Energy Assistance Program regulations (45 Code of Federal Regulations (CFR) Part 96, Subpart H);

1.4.1.2 The California Government Code (Cal. Gov. Code) § 16367.5 et seq., as amended, and Low Income Home Energy Assistance Program Regulations (Title 22 of the California Code of Regulations (CCR) § 100800 et seq.);

1.4.1.3 The Single Audit Act (31 USC § 7501 et seq.); and

1.4.1.4 The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located under 2 CFR Part 200 and 2 CFR Part 300.

1.5 Conflict of Laws

Contractor shall comply with all applicable laws, regulations, requirements, standards, and guidelines contained in the authorities listed below, as they may be amended from time to time, regarding procurement, administrative, and other costs claimed under this Contract, including those costs incurred pursuant to subcontracts executed by Contractor, notwithstanding any language contained in the following authorities that might otherwise exempt Contractor from their applicability. To the extent that the requirements, standards, or guidelines in this Contract directly conflict with any State or federal law or regulation, the federal law or regulation shall take precedence, and then state law; unless, under specified circumstances, a provision of federal law applicable to block grants, such as 45 CFR § 96.30, allows for the application of state law.

1.5.1 CSD shall provide Contractor with specific program guidance, which shall be binding on the Contractor as a condition of the Contractor's participation in LIHEAP, and as a condition of receipt of funds under the program, provided:

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1.5.2 That such guidance shall be issued by CSD in writing in the form of "CSD Program Notice (CPN)" or "CSD Program Advisory (CPA)" posted on the CSD Local Agencies Portal (LAP);

1.5.3 Such guidance shall be issued by CSD in the most timely and expeditious manner practicable;

1.5.3.1 Such guidance shall be reasonably necessary to realize the purposes of LIHEAP;

1.5.3.2 Major and material changes in the program and requirements which substantially affect the Contractor's and CSD's ability to fulfill their obligations or otherwise serve to create a substantial hardship on either the Contractor or CSD shall be subject to an amendment to this Contract;

1.5.3.3 Contractor shall notify CSD within 10 business days of issuance of a CPN or CPA, if Contractor is unable to fulfill its obligations under the new guidance;

1.5.3.4 That the parties' failure to execute a mutually acceptable amendment or CPN or CPA, as contemplated in subsection 1.5.1 and 1.5.2, in a reasonable period of time, shall result in this Contract being without force and effect subject only to such provisions contained herein as are intended to survive the Contract in accordance with the express and implied provisions of applicable federal and state law; and

1.5.3.5 That upon CSD's good faith determination a sufficient and necessary amendment or policy guidance (issued via CPN or CPA) cannot be implemented in accordance with this section, the Contractor shall be notified in writing and the Contract shall be "closed out" and the funds disposed in accordance with established CSD procedure and policy and as required under federal and state law.

1.5.4 The federal and state laws, regulations, and other authorities referenced in this Section are hereby incorporated by reference into this Contract.

1.5.5 Contract Elements Integral to Contract and Enforceability Conditions

1.5.5.1 Contractor shall provide the following documents, satisfactory to CSD in form and substance, together with an executed copy of this Contract before CSD executes and returns the Contract to Contractor for implementation:

1.5.5.1.1 Federal Funding Accountability and Transparency Act Report (CSD 279);

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1.5.5.1.2 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

1.5.5.1.3 Contractor Certification Clauses (CCC-04/2017);

1.5.5.1.4 Current Insurance or Self-Insurance Authority Certification;

1.5.5.1.5 Board Resolution authorizing execution of this Contract;

1.5.5.1.6 Agency Local Plan (referenced in Article 7.1);

1.5.5.1.7 LIHEAP Production Plan (CSD 622) (referenced in Article 5.7); and

1.5.5.1.8 Agency Staff and Board Roster (CSD 188).

1.5.5.2 The Agency Local Plan and forms must be completed by Contractor before CSD will execute the Contract and Contractor is authorized to commence work. At its discretion, CSD may execute this Contract pending its review and final approval of Contractor's submission, provided Contractor acts in good faith to rectify any outstanding issues associated with the documents submitted pursuant to Section 1.5.5.1. All documents submitted pursuant to Section 1.5.5.1 shall become part of this Contract.

1.6 Duplication of Services

Dwellings that have received Low-Income Weatherization Program (LIWP) funded energy efficiency measures do not qualify for additional energy efficiency measures under this Contract, except for the following:

1.6.1 Assessment and installation of Health and Safety measures not installed through LIWP;

1.6.2 Reweatherization in accordance with LIHEAP requirements;

1.6.3 Call-backs in accordance with LIHEAP requirements; or

1.6.4 Emergency Heating and Cooling Services in accordance with the LIHEAP requirements.

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ARTICLE 2 – CONTRACT ADMINISTRATION AND PROCEDURE

2.1 Contractor's Option of Termination

2.1.1 Notwithstanding the provisions of Section 1.5.1, Contractor may elect to terminate this Contract rather than adhere to the procedures set out in Section 1.5.1, should Contractor determine that any subsequent program guidance or proposed amendment to the Contract is unjustifiably onerous or otherwise counter to Contractor's legitimate business interests and ability to implement the Contract in an effective and reasonable manner, provided:

2.1.1.1 The notice of termination is in writing, delivered by U.S. Certified Mail, Return Receipt Requested;

2.1.1.2 The notice of termination shall be effective 30 calendar days after receipt by CSD; and

2.1.1.3 The notice of termination contains a statement of the reasons for termination with reference to the specific provision(s) in the program guidance or proposed amendment in question.

2.1.2 Contractor shall be entitled to reimbursement for all allowable costs incurred prior to Contract termination. Such reimbursement shall be in accordance with the program guidance and contract provisions in effect at the time the cost was incurred.

2.1.3 Contractor shall, within 60 calendar days of termination, close-out the contract in accordance with contractual close-out procedures.

2.1.4 CSD may at its option procure a temporary replacement provider, and may at its option designate a permanent replacement provider for Contractor's service area in accordance with federal and state law.

2.2 Budget Contingencies

2.2.1 Federal Budget Contingency

2.2.1.1 Because of uncertainty in the federal budget process, this Contract may be executed before the availability and amounts of federal funding can be ascertained, in order to minimize delays in the provision of services and the distribution of funds. The obligations of the parties under this Contract are expressly contingent on adequate funding being made available to CSD by the United States government.

2.2.1.2 If federal funding for any fiscal year is reduced to such degree that CSD

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reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may, at its option, give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.2.1.3 If federal funding authorities condition funding on any obligations, restrictions, limitations, or conditions not in existence when this Contract was executed, this Contract shall be amended by mutual agreement for compliance with such obligations, restrictions, limitations, or conditions. Failure of the parties to reach an agreement on such amendment shall render this Contract without force and effect.

2.2.1.4 Subject to the provisions of subsection 2.2.1.2, CSD shall authorize expenditures of funds under this Contract based on any Continuing Resolution appropriations that are adequate for the purpose. CSD shall notify the Contractor in writing of authorized interval funding levels.

2.2.2 State Budget Contingency

2.2.2.1 If funds are not appropriated for implementation of LIHEAP through the State budget process or otherwise, whether in the current year and/or any subsequent year covered by this Contract, this Contract shall be of no further force and effect. Upon CSD's written notice to Contractor that no funds are available for contract implementation, the Contract shall be terminated, CSD shall have no obligation to pay Contractor or to furnish other consideration under this Contract, and Contractor shall not be obligated for performance.

2.2.2.2 If program funding for any fiscal year is reduced to such degree that CSD reasonably determines that the program cannot be implemented effectively, CSD shall at its sole discretion have the option either to terminate this Contract upon written notice to Contractor or, in the alternative, to offer and negotiate an amendment addressing the reduced funding. If the parties fail to reach an agreement on such amendment, CSD may at its option give written notice of termination without further obligation by either party except for contract close-out obligations and final settlement.

2.3 Miscellaneous Provisions

2.3.1 Assignment. Neither this Contract nor any of the rights, interests, or obligations

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under this Contract shall be assigned by any party without the prior written consent of the other parties, except in the case where responsibility for program implementation and oversight may be transferred by CSD to another State agency. In the event of such transfer, this Contract is binding on the agency to which the program is assigned.

2.3.2 Merger/Entire Contract. This Contract (including the attachments, documents and instruments referred to in this Contract) constitutes the entire Contract and understanding of the parties with respect to the subject matter of this Contract and supersedes all prior understandings and contracts, whether written or oral, among the parties with respect to such subject matter.

2.3.3 Severability. If any provision of this Contract is found to be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Contract will not be in any way impaired and shall remain in full force and effect.

2.3.4 Notices. Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

2.3.4.1 To Contractor’s address of record; and

2.3.4.2 To CSD at:
Department of Community Services and Development
Energy Field Operations
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

2.3.5 Change of Address of Record. Contractor shall promptly notify CSD of any address change, or anticipated address change, by submitting required forms to the assigned field representative. Private agencies must complete and submit the STD 204: Payee Data Record and, if applicable, the STD 205: Payee Data Record Supplement; both forms must match, including the name of the signee, the date of the signature, and the Tax ID number of the tax liable party. Governmental agencies must complete and submit a Government Agency Taxpayer Form (GATI). All forms are available on the Local Agency Portal. Failure to notify the Department and complete forms in a timely manner may result in delayed payments under this contract. Any resulting delayed payment is not the fault or responsibility of the Department.

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ADMINISTRATIVE REQUIREMENTS

ARTICLE 3 – CONTRACT CHANGES

3.1 Amendment

3.1.1 Changes to this Contract shall be made by formal amendment with exceptions specified in Article 1 subsection 1.5.3 and in Section 3.2, below.

3.1.2 Contractor shall notify CSD in writing when any proposed amendment or guidance will significantly impact Contractor's Program Budget and/or Operations or ability to fulfill its obligations under this Contract. CSD will afford Contractor a reasonable opportunity and sufficient time in which to phase-in the mandated change

3.2 Minor Modifications

3.2.1 Contractor may request modifications to make minor adjustments during the Contract term. Minor Modifications shall not affect the Maximum Amount payable under this Contract.

3.2.2 Minor Modifications shall not alter the maximum limits established for specific budget line items, e.g., administrative costs, Assurance 16, intake, outreach, and training and technical assistance costs, except as otherwise provided herein.

3.2.3 To request a minor modification, Contractor shall submit a Request for Amendment/Modification Energy (CSD 509), with justification supporting the fund transfer or change request. Contractor may submit the CSD 509 to the designated CSD Field Rep via email.

3.2.4 Contractor may propose minor modifications for CSD approval, including the following:

3.2.4.1 Transferring funds to increase or decrease the Utility Assistance total allocation;

3.2.4.2 Transferring funds to increase or decrease the Wood, Propane and Oil (WPO) total allocation (ECIP WPO or HEAP WPO);

3.2.4.3 Transferring funds between target service areas, which shall be conditioned upon Contractor meeting its target service areas expenditure requirements, as stated in Article 5.7, Section 5.7.3;

3.2.4.4 Changes to the Agency Local Plan; or

3.2.4.5 Changes to Fund Transfer Requirements in Article 5.1, Section 5.1.2.

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ARTICLE 4 – ADMINISTRATIVE POLICIES AND PROCEDURES

4.1 Board Roster, By Laws, Resolution, and Minutes

4.1.1 Contractor shall submit to CSD an Agency Staff and Board Roster form (CSD 188) listing the current Agency Staff and roster of members of its governing board, including contact information for each board member at a location other than the Contractor's offices, and the most recent version of the organizational bylaws. Contractor is responsible to notify CSD of any changes to the Executive Director, Program Manager, Chief Financial Officer, and board roster within 30 calendar days of such occurrence.

4.1.2 Contractor's governing board must authorize the execution of this Contract. Contractor has the option of demonstrating such authority by the signature of a Board Chair, affixed to the signature page of this Contract, or by any lawful delegation of such authority that is consistent with Contractor's bylaws.

4.1.3 Where Contractor elects to delegate the signing authority to the chief executive officer or designated officials, CSD will accept either a resolution specific to this Contract or a resolution passed by the governing board that applies to any contract entered into by Contractor. Where Contractor provides a general resolution, Contractor shall maintain documentation that the chief executive officer provided timely and effective communication of the execution and terms of this Contract to the Board. Either a specific or current general resolution must be on file with CSD before execution of this Contract by CSD.

4.1.4 If the Contractor's board is both tripartite and advisory to the elected members governing a local government, the Contractor shall submit to CSD the approved minutes from any meeting of the elected officials where matters relating to this Contract are heard, including but not limited to discussions about or decisions affecting LIHEAP. Such minutes shall be submitted to CSD no later than 30 calendar days after the related meeting.

4.2 Internal Controls Requirements

Contractor shall ensure the establishment and maintenance of a system of internal accounting and administrative control. This responsibility includes documenting the system, communicating system requirements to employees, and assuring that the system is functioning as prescribed and is modified, as appropriate, for changes in conditions. The system of internal accounting and administrative control shall be attested to within the Contractor's independent audit conducted pursuant to this Contract and shall include:

4.2.1 Segregation of duties appropriate to safeguard state assets;

4.2.2 Limited access to agency assets to authorized personnel who require these assets

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in the performance of their assigned duties;

4.2.3 Authorization and recordkeeping procedures adequate to provide effective accounting controls over assets, liabilities, revenues, and expenditures;

4.2.4 Established practices to be followed in the performance of duties and functions;

4.2.5 Personnel of a quality commensurate with their responsibilities; and

4.2.6 Effective internal reviews.

4.3 Record Retention

4.3.1 Contractor shall maintain all records pertaining to this Contract for a minimum period of three years after submission of the final report or until resolution of all related audit or monitoring findings, enforcement actions, including cost disallowance, legal proceedings, or other pending matters, whichever is later.

4.3.2 Contractor shall retain and secure all employee and client/applicant records and information in compliance with the Federal Privacy Act of 1974, as amended (5 USC § 552a) and Information Practices Act of 1977, as amended (Cal. Civ. Code § 1798 et seq.).

4.3.3 To the extent Contractor maintains records in an electronic format, Contractor shall ensure that all records are "backed-up" or copied, utilizing appropriate, secure technology and operational procedures in order to avoid unauthorized access, permanent loss or destruction, occasioned by theft, accident, willful acts or negligence, or by fire, flood, earthquake or other natural disaster.

4.3.4 Upon request, records must be made available to the public in accordance with 22 CCR § 100860.

4.4 Insurance and Fidelity Bond

4.4.1 General Requirements

4.4.1.1 Contractor shall maintain the effective insurance policies and bonds, specified below at all times during the term of this Contract.

4.4.1.2 Contractor shall provide CSD with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Contract and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subsection 4.4.1.3, showing substitute coverage has been obtained or alternative measures have been taken to ensure compliance with the

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requirements of this Contract.

4.4.1.3 In the event insurance coverage expires during the term of this Contract Contractor shall provide within 30 calendar days of the expiration date, a new Certificate of Insurance (ACORD 25) for not less than the remainder of the term of this Contract. The new Certificate of Insurance (ACORD 25) shall evidence no lapse in coverage. The Certificate of Insurance (ACORD 25) shall identify and name CSD as the Certificate Holder.

4.4.1.4 New Certificates of Insurance are subject to review for content and form by CSD. Certificates of Insurance must be submitted electronically via email to: PSU@csd.ca.gov.

4.4.1.5 In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, CSD may, in addition to any other remedies it may have, suspend this Contract.

4.4.1.6 With the exception of workers' compensation and fidelity bond, CSD shall be named as an additional insured on all certificates of insurance required under this Contract.

4.4.1.7 The issuance of other CSD contracts, as well as reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.

4.4.1.8 Should Contractor utilize a subcontractor(s) to provide services under this Contract, Contractor shall indemnify and hold CSD harmless against any liability incurred by that subcontractor(s).

4.4.2 Self-Insurance

4.4.2.1 When Contractor is a self-insured governmental entity, CSD, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Contract.

4.4.2.2 Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Contract and shall list all applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

4.4.2.3 If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed

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by authorized personnel, stating that no changes have occurred from the previous year. Contractor shall submit this letter at the time of contract execution or within 30 calendar days of the start of coverage.

4.4.3 Workers' Compensation Insurance

4.4.3.1 During the term of this Contract, Contractor shall maintain legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California.

4.4.3.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self-Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

4.4.4 Commercial or Government Crime Coverage (Fidelity Bond)

4.4.4.1 Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud.

4.4.4.2 Contractor's fidelity bond coverage limits shall not be less than a minimum amount of 4 percent of the total contract amount, excluding Utility Services, as set forth under this Contract.

4.4.4.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

4.4.5 General Liability Insurance

4.4.5.1 Contractor shall maintain for the term of this Contract general liability and property damage insurance for a combined single limit of not less than $500,000 per occurrence.

4.4.5.2 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured as

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evidence of compliance with general liability insurance requirements.

4.4.6 Vehicle Insurance

4.4.6.1 Contractor shall maintain for the term of this Contract vehicle insurance in the amount of $500,000 for each person and each accident for bodily injury and in the amount of $500,000 for each person and each accident for property damage.

4.4.6.2 When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Contract non-owned and hired-auto liability insurance in the amount of $500,000 for each person and each accident for bodily injury and $500,000 for each person and each accident for property damage. Driving to and from work shall not be considered to be within the scope of employment.

4.4.6.3 Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to CSD as evidence of compliance with the stated vehicle insurance requirements.

4.5 System Security Requirements

Contractor shall, in cooperation with CSD, institute measures, procedures, and protocols designed to ensure the security of data and to protect information in accordance with the Information Practices Act of 1977 (Cal. Civ. Code §1798 et seq.), and such other State and Federal laws and regulations as may apply. In the event there are different system security standards that may be applied to this Article, Contractor shall endeavor to use the strictest security standard that complies with state and federal requirements. The parties hereto agree to the following requirements, obligations, and standards in accordance with regulations set in the State Administrative Manual (SAM) 5100, 5300.5 and 5340:

4.5.1 Data Protection

4.5.1.1 Data exchanged between CSD and Contractor must be limited to the data fields included in the Data Transfer Rules (DTR) documents posted on the Weatherization Reporting tab and Utility Assistance Report Tab located within CSD's LAP at https://agencies.csd.ca.gov/home/Reporting/Pages/default.aspx. No personal financial information, e.g., credit card, bank account numbers, shall be stored or exchanged in the data exchange sessions.

4.5.1.2 Access to the above-mentioned data included in the DTRs must only be

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given to authorized personnel to complete essential duties. Authorized personnel are to log into these systems using their own assigned credentials (i.e., no login account sharing). Upon departure of personnel with assigned credentials, the Contractor will remove the employee's access to the systems as soon as possible.

4.5.1.3 To the extent Contractor utilizes tablet or other internet-based or mobile devices for client intake and application purposes ("Electronic Intake") in lieu of paper forms and documents, Contractor shall comply with all federal and state information security requirements and with such guidance and protocols as CSD may from time to time issue for the purpose of ensuring the integrity of Electronic Intake, including, but not limited to, the use of electronic signatures, data privacy, security, transfer, and retention requirements.

4.5.1.4 Data exchanged between CSD and Contractor via email communication must have all personally identifying information (PII) and other sensitive information redacted before the document is sent. Alternately, Contractor must encrypt any attachments that have sensitive data using encryption tools and configurations as required by CSD.

4.5.2 Contractor Systems Security

4.5.2.1 The physical location of the computing and data storage devices (e.g., servers) shall be within access-controlled facilities. Individual users may not have access to the data except through their systems that are specifically credentialed for Contractor business. All access will be controlled by authentication methods to validate the approved users.

4.5.2.2 Standards for secure transmission may be accomplished through such means as certificates, secure socket layer, etc., and storage of the data with encryption.

4.5.2.3 Both CSD and Contractor shall keep security patches and anti-virus and anti-malware software up to date on all systems on which data may be used.

4.5.2.4 Contractor shall securely destroy data by sanitizing media prior to disposal.

4.5.3 Trusted Behavior Expectations

CSD's application system and users shall protect Contractor's application system/data and the Contractor's application system and users shall protect CSD's application system/data in accordance with the Privacy Act of 1974 (5 USC §

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552a), Trade Secrets Act (18 USC § 1831 et. al.), and the Stored Communications Act (18 USC § 2701 et seq.). Technology and systems code and functionality are owned by the respective parties and may not be shared with anyone else or used without written consent of the owner.

4.5.4 Incident Reporting

Any party discovering a security incident shall report it in accordance with its incident reporting procedures. Contractor shall, within 24 hours of discovery, report to CSD's Information Security Office at ISO@csd.ca.gov any security incident contemplated herein. Examples include, but are not limited to, stolen or lost equipment, malware/ransomware detection, suspected hacking, etc. Contractor further agrees CSD shall have the right to participate in the investigation of a security incident involving CSD's data, and to cooperate fully with CSD and other relevant State entities during independent investigation of the security incident.

4.5.5 Audit Trail Responsibilities

Both parties are responsible for auditing application processes and user activities. Activities that will be recorded include event type, date and time of event, user identification, workstation identification, success or failure of access attempts, and actions taken by system administrators.

4.5.6 Data Sharing Responsibilities

Contractor shall ensure that all primary and delegated secondary organizations that share, exchange, or use personal, sensitive, or confidential data, pursuant to this Contract and subcontracts issued by Contractor, shall adhere to these security requirements and applicable state and federal law, in addition to further data sharing guidance as may be issued by CSD during the term of this Contract. If data sharing is accomplished via interconnectivity of an application system, then data sharing must be certified to be secure by both parties.

4.6 Travel and Per Diem

4.6.1 Contractor's employee travel costs and per diem reimbursement rates shall be reimbursed in accordance with Contractor's written policies and procedures not to exceed federal per diem requirements and are subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR § 200.475).

Contractor shall complete the LIHEAP Out-of-State Travel Form (CSD 536) and keep on file with back up documentation for compliance monitoring. LIHEAP Out-of-State travel is limited to two staff per event, unless otherwise indicated on

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the LIHEAP Out-of-State-Travel Form (CSD 536). Contractor must seek pre-approval, prior to travel, for non-preapproved conferences or when more than two staff are attending a preapproved conference.

4.6.2 In the absence of a written travel reimbursement policy, Contractor shall receive reimbursement rates not to exceed federal per diem limits.

4.7 Conflict of Interest

4.7.1 Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agent of the Contractor shall participate in the selection, award, or administration of a subcontract supported by Federal funds if a real or apparent conflict of interest is involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-contracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.

4.7.2 Contractor shall not pay Federal funds received from CSD to any entity in which it or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary.

4.7.3 Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIHEAP and the implementation of this Contract shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.

4.7.4 Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

4.7.5 Contractor shall not provide LIHEAP services or benefits in situations where an actual or perceived conflict of interest exists, unless the activity is explicitly allowed under Contractor’s conflict of interest policies and procedures that are compliant with federal requirements. If Contractor provides program services to

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owner-occupied or rental dwellings that are owned or managed by the Contractor, its employees, or officers, Contractor shall submit the Property Certification form (CSD 678), in advance of providing weatherization and Emergency Heating and Cooling Services (EHCS). Contractor shall ensure that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor.

4.8 Procurement Standards

4.8.1 Contract Administration

4.8.1.1 *Maintenance of written procurement procedures.* Contractor shall administer this Contract in accordance with all federal and state rules and regulations governing LIHEAP block grants pertaining to procurement, including the Uniform Administrative Requirements and amendments thereto, and pursuant to CPA-E-20-09. Contractor shall establish, maintain, and follow written procurement procedures consistent with the procurement standards in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards or any subsequent amendments to these standards, and the applicable provisions in this Contract, including but not limited to a code of conduct for the award and administration of contracts and a procedure that provides, to the maximum extent practical, open and free competition.

4.8.1.2 *Eligible Bidders.* Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the bidder or offer or whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to the procurement. Contractor's solicitations shall clearly set forth all requirements that the bidder or offer or must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

4.8.1.3 All supplies, materials, equipment, or services purchased or leased with funds provided pursuant to this Contract shall be used solely for the activities allowed under this Contract, unless the fair market value for such use is charged to the benefiting program and treated as program income earned under this Contract.

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4.8.1.4 *CSD Lease/Purchase Pre-Approval Requirements*. To ensure that significant procurement transactions are conducted in an open and freely competitive manner, Contractor shall obtain prior written approval from CSD through the submission of a Request for Pre Approval of Purchase/Lease (CSD 558) to CSD at least 15 calendar days prior to executing transaction for each of the following procurement transactions:

4.8.1.4.1 Any articles, supplies, equipment, or services having a per-unit cost in excess of $10,000; or

4.8.1.4.2 Any articles, supplies, or equipment where the total contract amount exceeds $100,000.

4.8.1.5 In all procurements, whether requiring CSD pre-approval or not, Contractor is solely responsible for maintaining adequate procurement records demonstrating compliance with Federal and State requirements.

4.8.1.6 Noncompliance with any of the provisions in this section may result in a disallowance of costs related to the procurement transaction.

4.9 Use and Disposition of Vehicles and Equipment

4.9.1 To ensure compliance with the requirements for vehicles and equipment, Contractor shall comply with Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards governing the acquisition of equipment with federal funds set forth in 2 CFR § 200.313 and 200.439
To ensure compliance with the requirements for equipment, vehicles, and the maintenance of equipment and vehicle records, Contractor shall adhere to CPN-A 17-01 or as revised. Contractor shall include information relevant to any purchase/lease pre-approval documented in the CSD 558 submitted to, and approved by, CSD, including the date the request was sent to CSD, the item(s) requested, and date of CSD approval in Contractor's property records.

4.9.2 Contractor shall provide the information specified in CPN-A-17-01, including any supporting documents, to CSD upon request.

4.9.3 *Limitation on Use of Funds.* Contractor shall assure that funds received under this Contract shall not be used for the purchase or improvement of land or for the purchase, construction, or permanent improvement of any building or other facility other than low-income weatherization or energy-related home repairs.

4.10 Subcontracts

4.10.1 Contractor may enter into subcontract(s) to provide services pursuant to this

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Contract in the service area(s) specified in Section 1.2 of Article 1. Subcontracts must require that parties comply with all applicable provisions of this Contract. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a subcontractor's failure of performance.

4.10.2 If Contractor elects to subcontract for services, the Contractor's Board authorization and approval must be obtained and communicated to CSD in writing together with notice of execution of the subcontract as provided in Section 4.10.3. Contractor's Board, through a resolution or other official documentation, may elect to delegate the signing authority for the approval of subcontractors to the Chief Executive Officer or designated authority unless such delegation is set forth in the bylaws of the agency and a copy of the provision is communicated to CSD.

4.10.3 Within 60 calendar days of the execution of any subcontract, Contractor shall provide written notification to CSD of the execution of the subcontract as well as identifying information, to include the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed by the subcontractor.

4.10.4 Notification of subcontract execution shall contain certification by Contractor that to the best of Contractor's knowledge, the subcontractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at https://www.sam.gov/SAM/pages/public/index.jsf.

4.10.5 If CSD determines that Contractor has executed a subcontract with an individual or entity listed as disbarred, suspended, or otherwise ineligible on the Excluded Parties List System as of the effective date of the subcontract, costs Contractor has incurred under the subcontract may be disallowed.

4.10.6 Contractor must ensure that funds expended pursuant to this Contract are allowable and allocable. Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Contract. Contractor shall ensure that any subcontracts under this Contract contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required under this contract.

4.10.7 Contractor shall notify subcontractor(s) in writing within five business days of

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such action in the event CSD suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the subcontractor under this Contract.

4.10.8 Contractor is liable for the failure of performance of the terms, conditions, assurances, and certifications of this Contract, without recourse against CSD over matters involving subcontracts entered into for the implementation of this Contract, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts, or criminal acts and other misconduct.

4.10.9 Nothing in this Contract creates or implies a contractual relationship between CSD and any subcontractor or creates any obligation by CSD to any subcontractor. Contractor is liable to CSD for damages to CSD for the acts and omissions of its subcontractors that occur in connection with the implementation of this Contract. Contractor's obligation to pay its subcontractors is independent of any obligation of CSD to pay Contractor, and Contractor shall not represent to subcontractors any such obligation of CSD to pay or ensure payments to subcontractors.

4.10.10 All subcontractors shall be subject to applicable training requirements and shall maintain records of completion and certification in accordance with record-keeping provisions in this Contract.

4.11 Complaint Management Policies and Procedures

4.11.1 Contractor shall establish and maintain policies and procedures for handling complaints and provide applicants an opportunity to register a complaint based on their experience with attempts to obtain services under LIHEAP. The policies and procedures shall be in writing and Contractor shall provide the complaint process to interested individuals upon request.

4.11.2 Contractor shall ensure that all formal complaints are documented and include the date, time, client name and address, and nature of the complaint and the actions undertaken by the Contractor to resolve the issue. For purposes of this section, "formal complaint" means a written complaint filed with the Contractor by the complainant.

4.11.3 If the Contractor's efforts did not result in a resolution, the Contractor may refer the applicant or client to CSD. The Contractor shall contact CSD and explain the issue, actions taken to resolve the issue, and provide CSD with all supporting documentation that indicates the nature and extent of Contractor's effort to resolve the issue.

4.11.4 Contractor shall immediately notify their CSD Field Representative if the Contractor has reason to believe that the complainant will contact the media, a

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State or Federal oversight agency, or the Governor's Office regarding the complaint.

4.12 Fair Hearing Process for Applications for Denial of Benefits by Contractor

4.12.1 Contractor shall establish a written appeals process to enable applicants who are denied benefits or services, or who receive untimely response or unsatisfactory performance, the right to appeal the decision or performance to the Contractor. Contractor's process shall include, at a minimum, all of the requirements of 22 CCR § 100805 (b) plus:

4.12.1.1 Provisions that ensure that each applicant is notified in writing of the right to appeal a denial of or untimely response to an application, or to appeal unsatisfactory performance. At the time the applicant applies for services, applicant shall be informed of appeal rights, and appeal procedures, to include the right to appeal to both the Contractor and to CSD in accordance with 22 CCR § 100805;

4.12.1.2 Provisions that ensure that Contractor will make a good faith effort to resolve each appeal;

4.12.1.3 Provisions that ensure that Contractor shall notify the applicant in writing of the Contractor's final decision within 15 business days after the appeal is requested. If the appeal is denied, the written notification shall include instructions on how to appeal the decision to CSD, assuming the appeal meets the requirements of 22 CCR § 100805(a). Whenever Contractor notifies an applicant of a denial of an appeal, Contractor shall at the same time provide a copy of the final decision to the Manager of CSD's Energy Services Division; and

4.12.1.4 Provisions to track information on denials and appeals.

4.12.2 Upon receipt of an applicant's appeal of a Contractor's denial of benefits or services, CSD may conduct a hearing in accordance with established procedures. CSD's decision following the appeal and hearing shall be final.

4.13 Fraud, Waste, and Abuse

4.13.1 Contractor shall submit a written report to CSD within 30 calendar days of discovery of incidents and activities, or suspected incidents and activities, involving fraud, waste, and abuse of any LIHEAP funds by Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, including CSD. Incidents and activities subject to reporting under this section include, but are not limited to, criminal acts and other violations of law constituting a misuse of funds that could result in cost disallowance. Contractor

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shall inform CSD within 30 calendar days of any reports or complaints submitted to law enforcement officials by Contractor, Contractor's employees, subcontractors, clients, or other parties affiliated with Contractor, concerning the misuse of any LIHEAP funds.

4.13.2 Contractor shall provide Contractor's employees, subcontractors, clients, and other parties affiliated with the Contractor the information necessary to report fraud, waste, and abuse associated with activities and funding covered by this Contract to the U.S. Department of Health and Human Services Office of Inspector General Fraud hotline. Allegations of improper activities by CSD or its employees may be confidentially reported to the Bureau of State Audit's Whistleblower hotline.

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SUBVENTION CONTRACT

FINANCIAL REQUIREMENTS

ARTICLE 5 – ADMINISTRATIVE AND PROGRAM EXPENDITURES REQUIREMENTS

5.1 Budget Guidelines

5.1.1 Budget and Allocation Forms

5.1.1.1 Upon execution of this Contract and once CSD is in receipt of a sufficient federal award, CSD shall release at least 50 percent of the anticipated annual allocation as reflected in the allocation spreadsheet. The remaining allocation shall be released when CSD receives funds from HHS.

5.1.1.2 If the LIHEAP annual grant award is yet to be determined and CSD must fund this Contract based on Continuing Resolution appropriations, CSD shall amend the Contract and update the allocation spreadsheet to reflect the Final allocation.

5.1.2 Fund Transfer Requirements

Subject to CSD approval, Contractor may transfer funds between each of the LIHEAP components, e.g., Weatherization and Energy Crisis Intervention Program (ECIP) Emergency Heating and Cooling Services (EHCS).

5.1.2.1 Funding transfers that would increase amounts available for Weatherization above the 25 percent maximum are prohibited.

5.1.2.2 Fund Transfer in Service Territory with Multi-Service Areas

If Contractor transfers funds from Administrative, Intake, Outreach, and other Support costs to Direct Services and/or Utility Assistance for a specific service area, then later transfer funds from the remaining service areas to replenish the Administrative, Intake, Outreach, or other Support costs such transfer of funds should not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

Subsequent transfer of funds to replenish the Support line(s) with Direct Service(s) and/or Utility Assistance funds shall be limited to fund transfer from Service Area(s) that benefited from the preceding transfer.

5.1.3 Sufficient Funds for Crisis Services

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Contractor must allocate sufficient funds to offer crisis services through at least March 15, 2027, and in accordance with the Agency Local Plan.

5.1.4 Weatherization Waiver

Unless and until HHS grants CSD a weatherization waiver, Contractor may not expend or be reimbursed for costs in excess of the amount reflected in the initial WX Program Column of the allocation spreadsheet. If the weatherization waiver is granted, Contractor may, upon written notification from CSD, expend and will be reimbursed for expenditures up to 100 percent of the available allocation, as reflected in the WX Program Subtotal Column of the allocation spreadsheet.

5.2 Utility Assistance Expenditure Requirements

5.2.1 The Utility Assistance portion of Contractor's area allocation shall be retained by CSD to enable CSD to make direct utility assistance payments to clients and/or to utility companies. Contractor's Administrative and Assurance 16 budget line item shall be based on Contractor's total allocation, including Utility Assistance.

5.2.1.1 Energy Crisis Intervention Program (ECIP): Electric and Gas (Fast Track)

The total amount allocated to the ECIP Fast Track Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.1.2 Home Energy Assistance Program (HEAP): Electric and Gas Allocation

The total amount allocated to the HEAP Electric and Gas Program shall be administered by Contractor in accordance with the terms of this Contract, with payments to recipients issued by CSD.

5.2.2 ECIP Payments - Electric and Gas (Fast Track)

Payment for applicants' electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of a dual-party warrant, payable to the applicant and the utility company. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.3 HEAP Payments - Electric and Gas

Payment for applicant's electric and/or gas energy bills shall be made by CSD directly to the utility company or in the form of either a dual-party warrant, payable to the applicant and utility company; or, in the case where the cost of energy is included in applicant's rent, a single-party warrant shall be issued,

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payable to the applicant. All payments shall be deducted from Contractor's Utility Assistance allocation.

5.2.4 Ineligible Payments – Disallowance of Costs

Payments made by CSD under 5.2 are made in reliance on the eligibility determinations of the Contractor. As such, a finding that such eligibility determinations were made in error or in direct contradiction of program requirements may result in a cost disallowance and required repayment by the Contractor in accordance with the processes outlined in this contract.

5.3 Working Capital Advance and Major Purchase Advances

5.3.1 Working Capital Advance (WCA)

Contractor may, in accordance with applicable law, receive WCA payments of allowable program costs per this Contract, provided Contractor complies with the provisions of this section and guidance issued by CSD as is needed to implement this section. In order to receive a WCA, Contractor's financial management systems shall be compliant with the provisions of this Contract, WCA Requirements, applicable CPNs and CPAs, and the standards for fund control and accountability as established in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

5.3.1.1 WCA Requirements include the following standards:

5.3.1.1.1 The WCA shall be for the minimum amounts necessary, timed in accordance with Contractor's immediate cash requirements, which will enable Contractor to carry out the purposes of this Contract;

5.3.1.1.2 WCA Requirements issued by CSD to Contractor, while conforming to the requirements of Section 5.3.1, shall take into account the practical requirements and limitations of efficient administration and the effective implementation of this Contract by both Contractor and the CSD;

5.3.1.1.3 Interest on Advances. Contractor shall deposit all advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of WCA funds issued by CSD. Any interest earned on LIHEAP advances shall be accounted for and expended pursuant to 2 CFR § 200.305(b)(11); and

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5.3.1.1.4 Non-advance Payments and Offsets. If Contractor elects not to request a WCA, payment for allowable expenses under this Contract shall be made upon approval by CSD of Contractor's monthly expense report. If Contractor owes CSD any outstanding balances for overpayments under any contract, current or previous, the balance may be offset, based on arrangements made with the Contractor.

5.3.1.2 Contractor shall adhere to the WCA Requirements outlined in CPN-E-19-001, which is available online at the CSD LAP.

5.3.1.3 Major Purchase Advances

In the event Contractor needs significant cash outlay for large purchases, a special advance may be requested at any time during the contract term. To request a Major Purchase Advance, the following requirements apply:

5.3.1.3.1 Request must be completed via the Major Purchase Advance Request (CSD 144);

5.3.1.3.2 Limited to purchase of items in excess of $10,000;

5.3.1.3.3 No advance will be issued until the Request for Pre-approval of Purchase/Lease (CSD 558) has been approved by CSD;

5.3.1.3.4 Procurements must comply with the open and competitive bid process, which must be documented through the Request for Pre-approval of Purchase/Lease (CSD 558);

5.3.1.3.5 Advance repayment for major purchases will be liquidated upon the first expenditure reporting period following the date of the purchase of the item or items identified in the Request for Pre-approval of Purchase/Lease (CSD 558). An Advance Request (CSD 144) must reflect 100 percent liquidation in the month following the expected date of purchase;

5.3.1.3.6 Major Purchase Advance requests will not be granted until such time as no less than 50 percent of the current WCA has been repaid. The combined total amount of the WCA and Major Purchase advance cannot exceed 25 percent of the Contract or the remaining contract balance, whichever is less; and

5.3.1.3.7 Interest on Major Purchase Advances. Contractor should

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deposit all major purchase advances in an interest-bearing account. Interest earned, up to $500 per year, may be retained by Contractor for administrative expenses. The account shall be sufficiently segregated to enable the tracking and accounting of Major Purchase Advances funds issued by CSD.

5.3.2 WCA and Major Purchase Advance Limits

Pursuant to 22 CCR § 100840(a), the total amount advanced to Contractor at any time, whether in the form of a WCA or Major Purchase Advance, shall not exceed 25 percent of Contractor's total contract amount, excluding the Utility Assistance allocation amount. If the WCA or Major Purchase Advance request exceeds the remaining balance, then CSD shall only provide Contractor with the amount of the remaining balance. Advance amounts repaid by Contractor may be replaced by additional advances at any time as allowed in this Section 5.3 and corresponding guidance.

5.4 Program Income

5.4.1 Contractor shall maintain records of the receipt and disposition of all "program income" defined in 22 CCR § 100855(c) and pursuant to CPN-A-18-01, as income that is generated or earned as a result of LIHEAP activities.

5.4.2 Determining Net Program Income

5.4.2.1 Except as provided below in Section 5.4.2.2, any costs Contractor incurs in generating program income may be deducted from gross program income to determine net program income.

5.4.2.2 Contractor shall not deduct from gross program income any allowable program expenses for which Contractor has been, or will be, reimbursed from the LIHEAP grant award.

5.4.3 Expenditure, Reporting, and Rollover of Program Income

5.4.3.1 Contractor shall expend program income for allowable program purposes in accordance with the requirements for expenditure of regular LIHEAP funds.

5.4.3.2 Contractor may expend program income during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended program income, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

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5.4.3.3 Contractor's unexpended program income at the close-out of this Contract shall roll over to subsequent LIHEAP contract(s).

5.4.3.4 If Contractor has generated program income with leveraged funding source(s) in addition to LIHEAP, the LIHEAP portion of rollover program income must be tracked by Contractor and can be used for allowable LIHEAP expenditures.

5.5 Wood, Propane and Oil Returned Payments

5.5.1 Contractor shall maintain a tracking-log of returned payments, including Supplemental WPO payments referenced in CPA-E-21-04, for services provided. Returned payments must not be entered into CSD's financial reporting system or CSD's Combined Outcome Reporting Engine (CORE). Upon receipt of the returned payment Contractor shall make the following attempts to contact client:

5.5.1.1 Make every reasonable attempt to contact client within five business days of receiving the returned payment during the contract term. The following shall constitute a reasonable effort and be maintained in the client file:

5.5.1.1.1 One phone call attempt stating the client has the option to reclaim the returned payment and provide Contractor with the updated vendor information to reissue the returned payment amount; or

5.5.1.1.2 One letter to the client stating the option to reclaim the repayment and provide Contractor with the updated vendor information to reissue the returned payment amount.

5.5.1.2 Hold the returned payment for the client for 10 business days subsequent to all attempts to contact the client.

5.5.1.3 If the client does not contact Contractor within the above time frames the returned payment shall be added to the current WPO allocation tracking log.

5.5.1.4 If Contractor is unable to identify the client of the returned payment the payment can be added to the current WPO allocation tracking log.

5.5.2 Contractor may expend returned payments on WPO services during the term of this Contract. Contractor shall report all such expenditures, along with remaining unexpended returned payments, at the close-out of this Contract or at such other time(s) as CSD reasonably requires.

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5.5.3 Contractor's unexpended returned payments at the close-out of this Contract shall be returned to CSD.

5.5.4 Returned payments received after the close-out of the contract shall be promptly returned to CSD.

5.5.5 If Contractor is unable to determine whether the returned payment is funded from the current contract, the returned payment shall be promptly returned to CSD.

5.6 Allowable Costs

5.6.1 Cost Reporting

5.6.1.1 All costs shall be reported using a "modified accrual" or "accrual" method of accounting.

5.6.1.2 Pursuant to the federal block grant and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs.

5.6.1.3 Contractor shall report all expenditures at actual cost and shall maintain records and source documentation in such a manner as to substantiate all costs reported.

5.6.2 Administrative

5.6.2.1 General

5.6.2.1.1 Administrative costs shall not exceed the amounts as set forth in allocation spreadsheet.

5.6.2.1.2 Administrative Costs shall mean actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, as well as for facilities, utilities, equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program.

5.6.2.2 Contractor shall use Uniform Administrative Requirements as a guide for determining administrative costs.

5.6.2.3 Administrative Equipment More Than $10,000—Acquisition Costs

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5.6.2.3.1 Acquisition costs shall mean the actual costs associated with the purchase of equipment over $10,000 per unit used for administrative purposes.

5.6.2.3.2 CSD pre-approval is required for the purchases or lease-purchase option of equipment with a total value greater than $10,000 utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

5.6.2.4 Administrative Out-of-State Travel

Administrative out-of-state travel costs shall mean costs incurred for out-of-state meetings, conferences, or trainings that are critical to administering and/or maintaining LIHEAP. Travel expenses are limited to transportation, subsistence and related items incurred by traveling on official business on behalf of Contractor.

5.6.3 Assurance 16

Assurance 16 costs shall not exceed the total amount set forth in the allocation spreadsheet.

5.6.4 Program Costs

5.6.4.1 General

Program costs include those actual costs that are directly attributable to the performance of this Contract and that are reasonable and necessary as determined by CSD for the purpose of delivering services.

5.6.4.2 Intake

Intake Costs shall include actual costs associated with assisting clients with completion of intake forms and conducting eligibility determinations, including, but not limited to, Priority Point Determinations. Intake shall be allocated at eight percent of the Weatherization Budget and eight percent of the ECIP/HEAP Direct Services/Utility Assistance Budget based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to eight percent of Final Allocation. Intake in excess of eight percent may be charged as an administrative cost not to exceed allowable administrative cost maximum.

5.6.4.3 Outreach

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Outreach shall be allocated at five percent each of the Weatherization, ECIP/HEAP and Direct Service/ Utility Assistance budgets based on the Interim Allocations and/or subsequently the Final Allocation. Reimbursement shall be limited to actual cost up to five percent of Final allocation. Outreach shall include those actual costs associated with outreach activities, development and distribution of outreach materials, and implementation of strategies to promote awareness of the availability of services funded by this Contract.

5.6.4.4 Training and Technical Assistance

5.6.4.4.1 Training and technical assistance shall be allocated up to five percent of the total Weatherization allocation and up to two percent of the total ECIP/HEAP allocation based on the Interim Allocations and/or subsequently the Final Allocation. Training and technical assistance shall not exceed these limits and shall be reimbursed at actual cost.

5.6.4.4.2 If Contractor determines that an increase in the allowable allocation for training and technical assistance is needed to cover the cost of the software database collection system or related automation training as specified below, then Contractor must submit a request to and obtain prior approval from CSD.

5.6.4.4.2.1 Associated training and technical assistance costs may include costs related to travel, admission, materials, client education, and actual salaries/wages. Subcontractor training costs are limited to travel, admission, and materials.

5.6.4.4.3 Training and technical assistance shall include costs associated with the completion of weatherization-related training as specified in the Training Requirement of Section 9.1 of this Contract. Training may include, but not limited to, internal contractor training, safety training, attendance of weatherization-related training to include the software database collection system or other forms of training to aid in the development and skill of staff in utilizing and supporting internal program automation systems, and/or weatherization-related workshops sponsored by utility companies, Department of Energy (DOE), or CSD training. CSD training may include Local Service Provider’s Meetings and Association of California Community and Energy Services (ACCES) Roundtable Meetings, and/or other organizations

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offering a component of weatherization training, and/or is necessary to carry out the direct delivery of services.

5.6.4.4.4 Training for job corps and workforce development trainings shall be limited to required CSD health and safety training sessions, unless otherwise approved by CSD.

5.6.4.4.5 Contractor staff out-of-state travel costs shall mean cost incurred for out-of-state meeting, conferences, or trainings that are critical to carrying out LIHEAP. Travel expenses are limited to transportation, subsistence, and related items incurred by traveling on official business on behalf of the Contractor.

5.6.4.5 Client Education

CSD shall allocate up to two percent of the total ECIP/HEAP and UA allocation to Client Education, based on the Interim Allocation and/or subsequently the Final Allocation. Client Education shall not exceed these limits and shall be reimbursed at actual cost.

The following activities shall be expensed to the Client Education allocation by all agencies, regardless of their participation in Assurance 16.

5.6.4.5.1 Client Education – Weatherization and ECIP EHCS Specific

For recipients of weatherization or ECIP HCS, Contractor shall maintain in the client's file the Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent to substantiate the client was provided with information on energy conservation education, and the following consumer awareness literature:

5.6.4.5.1.1 The EPA pamphlet, "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools."

5.6.4.5.1.2 The EPA pamphlet, "A Brief Guide to Mold, Moisture, and Your Home."

5.6.4.5.1.3 The EPA pamphlet, "A Citizen's Guide to Radon: The Guide to Protecting Yourself and Your Family from Radon."

5.6.4.5.1.4 The California Department of Public Health fact

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sheet “About Asbestos in the Home and Workplace”.

5.6.4.5.2 Contractor may claim costs for the above education and consumer awareness literature only once when LIHEAP and DOE or DOE IIJA funds and services are provided concurrently in the same residential dwelling unit

5.6.4.5.3 Client Education – Weatherization Measure Installation

Contractor shall provide a weatherization service client with a description of the benefits that the household can expect to receive as a result of performed weatherization services funded by this contract.

5.6.4.5.4 Client Education – General Requirements

Contractor may choose, at their discretion, to provide LIHEAP service recipients or applicants with additional written information and pamphlets describing energy-saving actions that can be taken to decrease the energy consumption of the household. This may also include written information about other local energy assistance programs.

Contractor may claim costs for additional information provided to LIHEAP service recipients only once when LIHEAP, DOE, and DOE IIJA funds and service are provided concurrently in the same residential dwelling.

5.6.4.6 Acquisition Costs

5.6.4.6.1 Minor Vehicle and Field Equipment Less Than $10,000 – Acquisition Costs.

Minor Vehicle and Field Equipment costs under $10,000 per unit must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

5.6.4.6.2 Major Vehicle and Field Equipment costs $10,000 or Greater Acquisition Costs Must Be Pre-Approved

CSD pre-approval is required for the purchases or lease-purchase option of vehicles and field office equipment with a total value of $10,000 or greater, utilizing the Request for Pre-approval of Purchase/Lease (CSD 558).

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5.6.4.7 Other Program Costs:

5.6.4.7.1 Other Program Costs

Other Program Costs shall mean the actual costs associated with field staff wages, program management and support wages, ancillary supplies, disposal fees, and Historic Preservation review costs, lodging and per diem, vehicle and equipment repair, maintenance, and fuel, waste breakage, and solar water heating maintenance.

5.6.4.7.2 Workers' Compensation

Workers' Compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

5.6.4.8 Liability Insurance

Liability Insurance shall mean those actual costs allocated for insurance bonds, general liability, vehicle insurance, and pollution occurrence insurance (if applicable).

5.6.4.9 General Operating Costs

General Operating Costs are for directly allocable costs related to facilities, office and computer equipment, office supplies, telephone, travel, and materials.

5.6.4.10 Automation Costs

5.6.4.10.1 Contractor can expend funds to the Automation Costs (AC) in an amount not to exceed $50,000, to be used to meet contract program startup requirements such as IT automation needs to comply with CSD's updated or new financial reporting system, Enterprise Combined Outcome Reporting Engine (eCORE), and Combined Outcome Reporting Engine (CORE) ("CSD System") requirements or contractual reporting requirements programmatic in nature, related to CSD System IT expenses, and with ongoing programmatic IT expenses. AC funds are not limited exclusively to CSD System-related IT expenditures, but any IT expense related to CSD System costs incurred including necessary training on upgrades to Contractor's system.

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5.6.4.10.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds and bear the full cost of the conversion to such an alternative system. Contractor may be granted a variance from this requirement provided Contractor's AC plan is appropriately revised and CSD gives its written approval of the plan and request for variance.

5.6.4.10.3 Contractor shall report all automation and IT expenditures related to compliance with the reporting requirements under this Contract in the Automation Costs line item. Such expenditures may include, but is not limited to, computer and IT equipment; approved front-end database acquisition and ongoing subscription costs; IT security implementation costs; and IT systems training. All costs reported in this line item must be directly related to program functions. IT costs related to administrative functions shall be reported as administrative costs pursuant to the Uniform Administrative Requirements.

5.6.4.10.4 Contractors with multiple LIHEAP contracts for the same contract year are limited to reimbursement up to $50,000 per contract. Contractor shall allocate costs among contracts when permitted and may not charge the same costs to more than one contract.

5.6.4.10.5 CSD System-related IT costs charged to the AC shall be submitted for reimbursement in accordance with CSD's normal reporting and accounting procedures.

5.6.4.10.6 CSD System-related IT costs that exceed the maximum AC amount of $50,000 may not be reimbursed by CSD.

5.6.4.10.7 Contractors that remain in contract with their front-end vendor are not required to conduct a procurement for ongoing maintenance, updates or process improvements performed by the front-end vendor.

5.6.4.10.8 Upon approval by CSD, Contractor may procure from, Hancock™ or ServTraq©, a new automated reporting system with supplemental functionality beyond basic CSD System reporting requirements. The following provisions apply to, Hancock™ and ServTraq© System Users:

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5.6.4.10.8.1 If Contractor elects to procure a new automated IT reporting system, Contractor shall ensure that the system procured is fully compliant with CSD System requirements. CSD's responsibility is limited to providing Contractor or its vendor with the applicable system specifications, interface and security protocols;

5.6.4.10.8.2 If Contractor expended funds in a prior year for a system and now wants to purchase a new system with AC funds, Contractor must utilize unrestricted funds to bear the full cost of the conversion to such an alternative system. Similarly, Contractor may not use future annual AC funding for such conversion. Any alteration to this provision requires prior written approval from CSD and must include the submission of a revised AC plan; and

5.6.4.10.8.3 Systems and services procured by Contractor in order to obtain Hancock™ or ServTraq© system shall be conducted in compliance with Contractor's procurement policy and with all applicable LIHEAP contract requirements, and federal and state law. Contractor may, at Contractor's option, participate in a consortium of local service providers to procure jointly an automated reporting system from Hancock™ or ServTraq©, provided Contractor's procurement policy is not violated in such a manner as to render the process flawed or unfair. Contractor may rely on any local service provider subject to this contract to conduct the procurement on Contractor's behalf provided, however, that: 1) Contractor shall not be absolved from fulfilling applicable procurement obligations and requirements; 2) Contractor shall review all pertinent procurement documentation for sufficiency; and 3) make such documentation available to CSD upon request.

5.6.4.11 Weatherization Program Activities

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Weatherization Program Activities shall mean those costs associated with the installation of measures to those dwellings weatherized and reported as completed, to include but not limited to, assessment, diagnostic testing, labor, materials, subcontractors, environmental testing, permits, Energy Code Compliance (ECC)-Rater verifications (formerly known as HERS Rater Verifications), and Environmental Hazard Work weatherization materials.

5.6.4.12 ECIP Emergency Heating and Cooling Services (EHCS)

ECIP EHCS shall mean those costs associated with emergency heating and cooling, and water heating repair and replacement services and other related costs, including costs associated with labor, materials, subcontractors, permits, ECC-Raters, Environmental Hazard Work weatherization materials, and diagnostics all as further defined by the ECIP Policy and Procedures, and the Severe Weather Energy Assistance and Transportation Services (SWEATS) Policy. The ECIP Policy and Procedures is hereby incorporated by reference to this Contract and available on the CSD LAP.

5.7 Service Area Expenditures Requirements

5.7.1 For purposes of this section the following definitions apply:

"Service Area" means the geographical area for which Contractor receives a discrete grant allocation, whether in a contract pertaining to that geographical area alone, or in a contract covering multiple geographical areas, as for example, multiple counties.

"Service Territory" means the totality of Contractor's Service Area(s), whether: 1) a single county; 2) a portion of a single county; 3) multiple counties; or 4) a single county in combination with a portion of another county. Accordingly, the single Service Area or combined Service Areas for which Contractor provides services constitutes Contractor's Service Territory.

"Target Allocation" means the sum of money from the LIHEAP state grant designated by CSD for expenditure in a designated Service Area.

"Target Service Area" means the service area for which a grant allocation has been designated on the LIHEAP Allocation Spreadsheet attached to this Contract.

Note: If Contractor provides only some LIHEAP services to a Service Area, e.g., weatherization services only or utility assistance services only and another contractor provides other LIHEAP services in the same Service Area, the contractors are co-service providers with respect to the Service Area in question

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and each is responsible for that portion of the grant allocation applicable to the services it provides. Contractor's Service Territory includes a Service Area in which the grant allocation is split with another contractor.

5.7.2 This section shall apply to Contractor if any of the following pertain:

5.7.2.1 This Contract involves funding for LIHEAP services provided by Contractor in multiple Service Areas; or

5.7.2.2 Contractor provides only some of the LIHEAP services in multiple Service Areas under the terms of this Contract; or

5.7.2.3 Some combination of 5.7.2.1 and 5.7.2.2 above; or

5.7.2.4 Contractor has additional contracts with CSD for the provision of LIHEAP, United States Department of Energy Weatherization Assistance Program (DOE WAP), or United States Department of Energy Infrastructure Investment and Jobs Act (IIJA) (Public Law (Pub. L.) 117-58) services in counties or service areas other than the county or service area to which this Contract applies.

5.7.3 The Target Allocation(s) specified in this Contract shall be used either: a) to provide services within the geographical boundaries of Target Service Area(s) to which the allocation applies; or b) on behalf of the recipients of benefits who reside within the Target Service Area(s), thereby ensuring that the low-income persons in each Target Service Area receive their appropriate share of the grant award and that direct program funds designated for a particular Target Service Area are not expended for services in another Service Area without good cause.

5.7.3.1 Contractor is required to expend at least 90 percent of the applicable Target Allocation(s) in each Target Service Area(s).

5.7.3.2 Contractor shall, as requested by CSD, submit a LIHEAP Production Plan estimating the number of households served by the designated allocation for each Target Service Area and the Agency Local Plan explaining how Contractor will conduct targeted outreach activities, identify service needs in Target Service Areas and track expenditures.

5.7.3.3 At the time of close-out, Contractor shall submit a report comparing Contractor's production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations are anticipated in coming years.

5.7.3.4 Contractor may, subject to CSD's written approval, expend a portion of a Target Allocation in another service area in which Contractor provides

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services pursuant to this Contract, under the following circumstances:

5.7.3.5

5.7.3.5.1 When there is no acute need or ready opportunity for full expenditure of direct program funds in the Target Service Area; and

5.7.3.5.2 When Contractor can readily expend direct program funds in an alternate service area to avoid under expenditure or a loss of funding.

5.7.4 Notwithstanding the provisions of Section 5.7.3, Contractor is authorized under the terms of this Contract to combine the Administrative, Intake, Outreach, Assurance 16, and other program support costs, including liability insurance, workers' compensation, and general operating portion of grant allocations for multiple Service Areas for purposes of efficiency and effective contract implementation, provided such combining of funds does not unduly impair the equitable provision of services or otherwise disadvantage potential recipients of benefits in any Service Area.

5.8 Reimbursement Guidelines

5.8.1 Claims for Reimbursement

Pursuant to the federal block grant statute and applicable regulations, Contractor may only claim reimbursements for actual, allowable, and allocable direct and indirect costs. Contractor shall report actual costs incurred for actual expenditures up to any applicable maximum amounts set by this Contract.

5.8.2 Assurance 16

5.8.2.1 Contractor may claim reimbursements for Assurance 16 expenditures and activities in accordance with Section 7.6 of this Contract.

5.8.3 Wood, Propane, and Oil Assistance

5.8.3.1 HEAP WPO

Contractor may claim reimbursement for HEAP WPO expenditures and activities expenditures as required in accordance with the terms of this Contract.

5.8.3.2 ECIP WPO

Contractor may claim reimbursement for ECIP WPO expenditures in accordance with the terms of this Contract.

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5.8.3.3 Tank Repair
Contractor may claim reimbursement for the cost of tank repair separate from the HEAP WPO, ECIP WPO and Supplemental WPO payment as outlined in CPA E-21-04 WPO Benefit Formula Implementation and subsequent CPA modifications.

5.8.4 Weatherization and EHCS Specific

5.8.4.1 Contractor may claim reimbursement for allowable Weatherization-related activities under the terms of this Contract as documented on the CSD Dwelling Assessment Form (CSD 540) or approved Contractor's equivalent for each eligible household not previously weatherized.

5.8.4.2 Contractor shall ensure that duplicate billings for the same product or service do not occur.

5.8.4.3 All service completed dwellings unit shall be submitted for payment within 90 calendar days of completion or by the due date of the last reporting period of this Contract, whichever is less. A service completed unit shall not be carried over into another contract period, except when there are insufficient funds to cover a portion or the entire cost of rendered services. In the event a completed unit is billed in the subsequent contract, the Contractor must also ensure that the applicant meets the income eligibility requirements.

5.8.4.4 Contractor may claim reimbursement for labor and material expenses associated with Environmental Hazard Work activities intended to assure the health, safety, and well-being of workers and dwelling occupants during the performance of in-home Weatherization and EHCS services under this Contract. Environmental Hazard Work activities include activities to prevent exposure related to the disturbance of asbestos, lead paint and the COVID-19 virus. Materials shall include items that are disposable or have temporary use, such as Tyvek suits, hand sanitizer, cleaning supplies, disposable face masks, HEPA vacuum cleaner bags/filters, etc. Labor shall include those activities related to prepping and cleaning within the workspace to prevent contamination.

5.8.4.5 For emergency ECIP EHCS or CAS Hazards associated with Weatherization provided outside Contractor's normal business hours of operations, Contractor may exceed the maximum cost limits allowed for repair and replacement services. Contractor shall not request reimbursement for more than one heating, cooling, or water heating unit repaired or replaced per household.

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5.8.4.6 Measure Reimbursement

5.8.4.6.1 Measure Maximums

5.8.4.6.1.1 For those Weatherization and EHCS measures that have an established maximum rate, the reimbursement amount shall be equal to the actual labor costs of Weatherization or EHCS crew members and the actual cost of the materials, subcontracted services not to exceed the maximum reimbursement allowable.

5.8.4.6.1.2 Weatherization or EHCS measure costs exceeding the maximum reimbursement limit cannot be offset by charging the cost difference to another weatherization measure or another CSD program.

5.8.4.6.1.3 When costs for a measure exceed the maximum reimbursement allowed, Contractor shall obtain prior written approval from CSD to exceed the maximum cost reimbursement and/or quantity limit for weatherization and ECIP HCS measures as described in Reimbursement Rates for Weatherization and ECIP EHCS Activities. Otherwise, at the Contractor's discretion, Contractor may elect to not provide the weatherization measure/service in the event the total cost exceeds the maximum cost reimbursement.

5.8.4.6.2 Assessments and Diagnostics

5.8.4.6.2.1 Contractor may claim reimbursement for dwelling assessment for each eligible household.

5.8.4.6.2.2 Contractor may claim reimbursement for dwelling assessment for each eligible unit not previously weatherized.

5.8.4.6.2.2.1 For dwellings weatherized under this Contract, Contractor may claim reimbursement for a modified dwelling assessment, as defined in Article 13, to

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perform reweatherization.

5.8.4.6.2.2.2 If the useful life term has expired for measures previously installed, or other measures meet feasibility criteria, Contractor may claim a full dwelling assessment to perform reweatherization services.

5.8.4.6.2.3 If a dwelling was previously weatherized under a nonfederal program, the dwelling and occupant eligibility must be recertified; therefore, Contractor may claim reimbursement for assessment of dwelling.

5.8.4.6.2.4 In the case of an un-weatherized dwelling where the installation of measures was not feasible, and/or the dwelling was not accessible to install measures, Contractor may claim reimbursement for any related assessments and/or diagnostic checks that were performed.

5.8.4.6.2.5 Contractor may claim reimbursement for dwelling assessment only once when LIHEAP and DOE or DOE IIJA funds are used concurrently in the same unit.

5.8.4.6.2.6 ECC-Rater and permit fees are acceptable expenses and may be charged only once per dwelling to ECIP EHCS or LIHEAP weatherization or DOE or DOE IIJA weatherization per weatherized dwelling. ECC-Rater fee and permit reimbursement include subcontractor cost, staff time on job site, and fees that will be reimbursed based on the actual cost.

5.8.4.6.3 Labor Reimbursement

5.8.4.6.3.1 Contractor shall bill the number of actual labor hours and actual labor cost incurred by weatherization crew members or other persons associated with the installation, assessment and inspection of weatherization measures, removal of debris and appliances, and the procurement of

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permits and services performed by ECC-Raters.

5.8.4.6.3.2 Contractor must substantiate all actual labor hours and labor costs charged.

5.8.4.6.3.3 Actual labor hours and costs for weatherization and EHCS services shall not exceed the cumulative number of hours on the job site and shall be substantiated with client file documentation, job schedules, and payroll time records.

5.8.4.6.3.4 When the installation of a measure is subcontracted and there are billable labor hours for weatherization and/or Contractor's crew members who participate in the installation of that subcontracted measure, Contractor may bill, in addition to the subcontracted expenditure, the actual labor hours and labor costs incurred by Contractor's crew members.

5.8.4.6.3.5 Labor expenses for weatherization service delivery shall exclude labor expenses associated with training, travel to weatherization job sites, staff time not associated with the direct installation and/or performance of weatherization services and activities on the job site, downtime and general operating expenses as provided in subsection 5.8.4.6.5 Other Program Costs.

5.8.4.6.3.6 Lead Safe Weatherization

Contractor may claim reimbursement for renovator certification, defined as field-related labor costs associated with performing lead renovator certification for ensuring lead paint safety on weatherized dwellings built prior to 1978.

5.8.4.6.4 Heating and Cooling Services (HCS/EHCS)

5.8.4.6.4.1 If, during the course of repairing a defective unit, additional problems are found that would increase the cost of repairs to an amount beyond

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the established limits for repairs, Contractor may claim reimbursement for incurred costs related to the repair in addition to those costs associated with the replacement of the heating/cooling appliance.

5.8.4.6.4.2 Dwellings in which a single appliance has been both repaired and replaced within the same Weatherization and/or ECIP EHCS component, or under a call-back, Contractor may claim reimbursement for both the repair and the replacement of the appliance. Contractor shall report the single appliance as both a repaired and replaced appliance.

5.8.4.6.4.3 For multi-unit dwellings with a common system (water heater, heating and/or cooling), Contractor shall prorate the cost of each common system among all dwelling units within that building envelope.

5.8.4.6.4.4 Duct repairs and replacements can only be charged to ECIP EHCS when provided in conjunction with emergency heating/cooling services performed under EHCS.

5.8.4.6.5 Other Program Costs

5.8.4.6.5.1 Wages—Field Staff

Contractor may request reimbursement for the actual labor costs including benefits related to weatherization supervisors, assessors, inspectors, and crew members that are allocable to the program but not associated with the direct installation and/or performance of weatherization services/activities on the job site and training, including, but not limited to: job scheduling, job preparation, travel time, disposal of appliances and materials, building and prepping of weatherization materials away from the job site and downtime in accordance with any guidance issued by CSD.

5.8.4.6.5.2 Wages – Program Management and Support

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5.8.4.6.5.2.1 Contractor may request reimbursement for the actual labor costs related to program management and support staff directly responsible for the direct management and oversight over the LIHEAP Weatherization and EHCS program activity or providing direct support to ensure the successful delivery of weatherization services.

5.8.4.6.5.2.2 Reported costs may include labor costs associated with performing direct support in coordinating the delivery and tracking of LIHEAP Weatherization and EHCS program activity, including but not limited to: job scheduling, collating and aggregating of weatherization activities and materials, staff time associated with Historic Preservation Review activities, obtaining permits, and coordination of subcontracted services.

5.8.4.6.5.3 Lodging and Per Diem

Contractor may claim reimbursement for lodging and per diem related to the installation of weatherization measures subject to travel and per diem as described in the Travel and Per Diem Section Article 4.6 of this Contract.

5.8.4.6.5.4 Disposal Fees

Disposal fees are acceptable expenses and may be charged only once to ECIP EHCS, or LIHEAP Weatherization per appliance and building material waste. Disposal fee reimbursement is limited to the actual cost of the fee.

5.8.4.6.5.5 Vehicle and Equipment Repair, Maintenance and Fuel

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5.8.4.6.5.5.1 Contractor may claim reimbursement for expenses related to upkeep and maintenance of vehicles and equipment used in the direct delivery of weatherization services and EHCS. Allowable costs shall be limited to expenditures associated with the maintenance of the vehicles and equipment, fuel, and oil.

5.8.4.6.5.5.2 Contractor shall maintain records for fuel expenditures, vehicle maintenance, and vehicle usage to substantiate allowable travel costs related to and allocable to LIHEAP weatherization.

5.8.4.6.5.6 Historic Preservation Reviews

Historic Preservation Reviews means those expenses that are subcontracted to a third-party to perform the collection and reporting of potential weatherization properties subject to Historic Preservation Review requirements.

5.8.4.6.5.7 Waste Breakage

Waste breakage are those expenses associated with weatherization materials that have been damaged and are part of Contractors' inventory or special-order materials that are allocated to CSD programs. The cost of weatherization materials that are damaged and benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for waste breakage is not allowable for subcontractors.

5.8.4.6.5.8 Ancillary Supplies

Ancillary supplies are additional low-cost materials or supplies (such as nuts, bolts, screws, and washers) necessary to install a

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weatherization measure and not easily attributable to a specific measure or dwelling. Costs of ancillary supplies that benefit multiple programs must be prorated accordingly. Costs must be directly associated to net changes in inventory and not associated with materials chargeable to another measure line item. Reimbursement for ancillary supplies is not allowable for subcontractors.

5.8.4.6.5.9 Solar Water Heating Maintenance

Solar Water Heating (SWH) Maintenance is a scheduled maintenance service, as established by the manufacture, in order to maintain the SWH system in good working condition.

5.8.4.7 Dwelling Status

5.8.4.7.1 Completed Units

5.8.4.7.1.1 Except as otherwise provided in the CSD Technical Reference Manual (TRM), Contractor shall not report a weatherized dwelling as completed nor shall Contractor request reimbursement for a weatherized dwelling until all weatherization measures identified as feasible during the dwelling assessment have been installed, and inspected by a Quality Assurance Inspector, and all inspection fails have been resolved.

5.8.4.7.1.2 Contractor shall not bill for incomplete units or close a unit with outstanding, unfinished weatherization measures in order to receive reimbursement for work completed. If there are measures found to be non-feasible by crew members after the initial assessment, the reason for the non-feasibility shall be documented in the client file and, the job shall be reported as completed in accordance with subsection 5.8.4.7.1.1.

5.8.4.7.1.3 Contractor shall reimburse CSD for all costs associated with the delivery of weatherization

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services covered under this Contract to dwellings occupied by households ineligible for weatherization assistance at the time such services were provided.

5.8.4.7.1.4 ECIP EHCS

Dwelling units receiving services under ECIP EHCS may be reported as completed and billed immediately upon the completion of ECIP EHCS measures regardless of the completion status of weatherization measures installed in the same dwelling.

5.8.4.7.1.5 If Contractor is not able to complete weatherization or ECIP EHCS direct services during the Contract term, Contractor may complete the dwelling in the next contract year. If Contractor completes the dwelling in the next contract year, Contractor must verify the client meets the income eligibility requirements for the following year in order for the measures and dwelling to be eligible for reimbursement.

5.8.4.7.2 Building Permits

5.8.4.7.2.1 Contractor shall obtain all required permits in accordance with the TRM, prior to the commencement of all work performed, unless work is performed as a result of an emergency requiring immediate action where there is an imminent danger and requesting a permit would hinder the Contractor's ability to resolve the emergency. If an emergency is remedied, Contractor shall apply for a permit as soon as reasonably possible.

5.8.4.7.2.2 Penalties or fines imposed on Contractor or subcontractor by the local authority or building department are not allowable costs.

5.8.4.7.3 Previously Weatherized Dwellings

If the previous weatherization was performed under a nonfederal program or under this Contract, the occupant

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eligibility must be verified, and Contractor may seek reimbursement for the associated outreach and intake costs.

5.8.4.7.4 Managing Alternative Funding

Contractor may perform services and install energy efficiency and/or other measures in a qualified dwelling as provided herein and in accordance with requirements of any other CSD program and compatible non-CSD funded program, if in the best interest of the client, provided:

5.8.4.7.4.1 Reimbursement for Weatherization or EHCS activities is claimed only once when LIHEAP or any other funding source, are used concurrently in the same unit;

5.8.4.7.4.2 Contractor may divide materials and labor cost of a single measure among LIHEAP, or other CSD programs when the single measure in question is installed in a dwelling where Weatherization or EHCS services are provided concurrently under these programs; and

5.8.4.7.4.3 Contractor shall not bill multiple funding sources for the same product or service unless costs are allocated in such a manner that billing is not duplicative and Contractor receives no more than the total cost of the products and services provided. The amount billed under both LIHEAP and the alternative funding source cannot exceed the installation cost and maximum reimbursement rate for the measure.

5.8.4.7.4.4 Individual measure leveraging is allowable involving the use of LIHEAP funds and an alternative funding source in accordance with TRM Appendix D Energy Audit/Priority List Protocol, Section 5.0., Managing Alternative Funding.

5.8.5 SWEATS

5.8.5.1 Reimbursement shall be in accordance with CPN-E-20-01 SWEATS Policy.

5.8.5.2 Public Safety Power Shut-Off Preparedness (PSPS) reimbursement shall

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be in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-02M3.

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ARTICLE 6 – REPORTING POLICIES AND PROCEDURES

6.1 Reporting Requirements

6.1.1 General

6.1.1.1 Contractor shall submit required client/job detailed data for Weatherization and ECIP EHCS activities to CSD's Enterprise Combined Outcome Reporting Engine (eCORE) on a monthly basis, for the period in which the service activity occurred and for which reimbursement for the service activity is requested.

Similarly, adjustments shall be submitted for the monthly period in which services occurred.

Contractor shall request reimbursement for expenditures associated with all Contract activities (excluding ECIP Fast Track and HEAP Electric and Gas) by reporting in CSD's financial reporting system. Expenditure Reporting should be done in accordance with CPN-E-19-002 Energy Reimbursement Policies and Procedures, which is available online at: https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx.

6.1.1.1.1 Expenditures for Admin, Assurance 16, Intake, ECIP WPO, HEAP WPO, ECIP EHCS, SWEATS, and EHA-16 program costs shall be reimbursed through the LIHEAP Monthly EHA 16 expense report via CSD's Financial Management Module (FMM).

6.1.1.1.2 Expenditures for Weatherization Program Costs and Activities shall be reimbursed through the LIHEAP Monthly Weatherization expense report via CSD's FMM.

6.1.1.1.3 Contractor shall submit adjustments in accordance with CPN-E-19-002.

6.1.1.1.4 Payment to Contractor for any given month shall be contingent upon receipt and approval by CSD of the preceding monthly submission.

6.1.1.2 Contractor shall ensure that the data reported in eCORE and the request for reimbursement reported into CSD's FMM reconcile in accordance with CPA-E-18-005.

6.1.1.3 Contractor shall submit client details electronically to CORE for ECIP Fast Track, HEAP Electric and Gas, ECIP WPO, and HEAP WPO.

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6.1.1.4 Contractor shall submit applications that have received a pledge for ECIP Fast Track or HEAP Electric and Gas to CORE, within the timeframe specified in the Direct Pay Utility Pledge Timeframe document located on the contract page of the CSD Local Agencies Portal.

6.1.1.5 Contractor shall submit requested client files, records, and documents to the File Transfer Protocol (FTP) Server as requested by CSD. CSD shall use Contractor submitted documents to perform an in-house desk review to verify compliance with financial, administrative, and programmatic requirements.

6.1.1.6 Reporting System Requirements

6.1.1.6.1 CSD will provide Contractor with specifications of minor IT reporting changes or other minor changes, and upon receipt of the specifications, Contractor shall implement system changes in their local system within 30 calendar days. Minor changes are those that are routine in nature to begin performance under the Contract such as but not limited to adjustments to the expense report layout, adding or deleting measures and adjusting eligibility guidelines.

6.1.1.6.2 Major reporting changes, upon receipt of the specifications, shall be implemented in Contractor's local system as negotiated by CSD. Major IT system changes are those changes made to the business rule validations as listed in the most current Weatherization DTR and/or new field lines as outlined in the Data Transfer Reference Document (Schema-Breakdown). The most current Weatherization DTR and Data Transfer Reference Document (Schema-Breakdown) are located on the CSD Local Agencies Portal on the System Specification website page.

6.1.2 Solar Warranty and Maintenance Reporting

Contractors participating in the Solar Water Heating (SWH) Project shall report to CSD whenever warranty work and/or maintenance are required on any Solar Water Heating Systems installed under the SWH Program and CSD's Low-Income Weatherization Program (LIWP). The SWH Warranty and Maintenance Report shall include a written description of the following:

6.1.2.1 Dwelling address at which warranty and/or maintenance work was provided;

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6.1.2.2 Reason for warranty and/or maintenance work (what was the problem);

6.1.2.3 The date (or dates) on which warranty and/or maintenance work was provided; and

6.1.2.4 List of the costs charged to the LIHEAP contract for the warranty and/or maintenance work.

The SWH Warranty and Maintenance Report shall be submitted no later than 30 calendar days after the month in which reimbursement for the warranty and/or maintenance work is requested.

The SWH Warranty and Maintenance Report shall be submitted, via email, to wx@csd.ca.gov with the words "SWH Warranty and Maintenance Reports" in the Subject line.

Contractor shall retain all warranty and maintenance reports for the life of the warranty.

6.1.3 CSD Review and Approval of Reports

6.1.3.1 CSD shall review and approve Contractor's monthly reimbursement/activity reports before offsets to advances or reimbursement payments are issued. CSD will conduct an ongoing evaluation of Contractor's performance related to program and fiscal operations and its demonstrated ability to effectively utilize all funds available under this Contract.

6.1.3.2 The issuance of other CSD contracts, including reimbursement payments to the Contractor, shall be contingent upon timely receipt of the required reports and/or compliance with the material requirements of this Contract.

6.1.4 Close-out Report

6.1.4.1 Contractor shall submit on appropriate CSD forms, a close-out report, verifying all actual, allowable, and allocable costs earned during the term of this Contract and return all excess reimbursement and unexpended funds to CSD within 90 calendar days of the expiration of this Contract. If Contractor fully expends funds prior to the end of the contract term, all appropriate CSD close-out forms shall be submitted within 90 calendar days of final expenditure.

6.1.4.1.1 Administrative costs, outreach, intake, Assurance 16, Training and Technical Assistance shall not exceed the

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maximum allowable amounts.

6.1.4.1.2 Subsequent payments, including advance payments, for LIHEAP or other CSD contracts may be withheld, absent timely receipt of the close-out report of this Contract.

6.1.4.2 The issuance of other CSD contracts, and reimbursement and advance payments for existing contracts, may be withheld, absent receipt of the close-out report which is due no later than 90 calendar days after Contractor fully expends or the end of the Contract term.

6.1.4.3 The close-out report shall include the following:

6.1.4.3.1 LIHEAP Close-out checklist and Certification of Documents Transmitted with authorized signature (CSD 733);

6.1.4.3.2 LIHEAP Close-Out Reconciliation Report (CSD 733F);

6.1.4.3.3 Report comparing production estimates, by Service Area, to actual expenditures, what lessons were learned, and what changes in operations and service delivery are anticipated in coming years; and

6.1.4.3.4 LIHEAP Close-Out Equipment Inventory Schedule (CSD 733G).

6.1.4.4 Interest and Program Income-Earned

Contractor shall use a CSD 733F, LIHEAP Interest and Program Income Earned Close-out Reconciliation, to report actual costs and/or interest income earned and expended. Pursuant to 22 CCR § 100855 and in accordance with CPN-A-18-01 Program Income, program income earned and expended are subject to the expenditure and reimbursement guidelines for the program year in which expenditures occurred.

6.1.4.5 Any weatherization materials purchased with the funds under this Contract and remaining at the Contract expiration shall be credited against Contractor's weatherization materials expenditures under this Contract and charged to whatever other weatherization program Contractor may have in effect. If Contractor has no other weatherization program in effect, CSD shall determine how the materials will be disposed and what, if any, financial adjustments are required.

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SUBVENTION CONTRACT

PROGRAMMATIC REQUIREMENTS

ARTICLE 7 – PROGRAM POLICIES AND PROCEDURES

7.1 LIHEAP Agency Local Plan

7.1.1 Contractor shall submit an annual LIHEAP Agency Local Plan to CSD by a date as determined by CSD. The LIHEAP Agency Local Plan is intended to systematize the gathering of planning information to assist CSD with its obligations under federal statute to provide programmatic assurances to the Secretary of the U.S. Department of Health and Human Services under the LIHEAP block grant and to enable the Contractor to plan and propose an annual budget that is consistent with the purposes of the Low Income Home Energy Assistance Program and reflective of the needs of the local low-income population.

7.1.2 Contractor shall ensure its LIHEAP Agency Local Plan documents reflect that its proposed services and activities are in compliance with federal and State law governing the LIHEAP block grant, or CSD may require Contractor to amend or supplement the responses or documentation prior to execution of this Contract by CSD.

7.1.3 CSD's approval of Contractor's LIHEAP Agency Local Plan documents does not constitute approval of any costs expended under this Contract. Contractor shall ensure all expenditures comply with federal and state requirements that the actual costs are allowable and allocable in accordance with applicable statutes, regulations, and the provisions of this Contract.

7.2 Program Standards and Regulatory Requirements

7.2.1 Program Standards

7.2.1.1 Contractor shall adhere to all CSD program standards pursuant to the following documents which have been incorporated by reference and made part of this Contract as if attached hereto:

7.2.1.1.1 CSD Technical Reference Manual (TRM);

7.2.1.1.2 ECIP Policy and Procedures;

7.2.1.1.3 Official State and Federal Program Notices and Guidance Documents;

7.2.1.1.4 Current Eligibility and Verification Guide;

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7.2.1.1.5 Weatherization Data Transfer Rules (DTRs);

7.2.1.1.6 Utility Assistance Data Transfer Rules: and

7.2.1.1.7 CSD Training Policies and Procedures Manual (TPPM) Version 3.0.

7.2.1.2 In the event of inconsistencies between policies and field protocols contained within the TRM and/or the Weatherization Policies and Procedures and this Contract, Contractor shall abide by the terms of this Contract.

7.2.2 Regulations

7.2.2.1 Standards contained in most current Title 24 of the California Code of Regulations (CCR), and local city and county codes shall take precedence over the CSD TRM if the code requirement is not included in the manual and/or is more stringent; otherwise, Contractor shall abide by the TRM.

7.2.2.2 Contractor shall ensure that all work performed complies with the most current and applicable provisions of the California Energy Commission Building Energy Efficiency Standards, Alterations under Title 24, Part 6, of the California Code of Regulations, and California Energy Code Compliance (ECC) Program regulations.

7.2.2.3 Services provided to all covered pre-1978 dwellings shall comply with the most current Environmental Protection Agency rules in 40 CFR Part 745 et seq., Lead-Based Paint Poisoning Prevention in Certain Residential Structures, and the Housing and Urban Development rules in 24 CFR Part 35 et seq., and Lead-Based Paint Poisoning Prevention in Certain Residential Structures.

7.2.2.4 All materials utilized for weatherization and ECIP EHCS purposes shall conform with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

7.2.2.5 All materials used must comply with TRM material specifications for LIHEAP.

7.2.3 Title 24

7.2.3.1 Contractor shall, when required by its local jurisdiction, obtain a building permit when additions or alterations of existing residential buildings are performed or when a component, system, or equipment of

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an existing building breaks, cannot be repaired and must be replaced.

7.2.3.2 Title 24 requirements are applicable only to energy conservation measures and Health and Safety replacement of heating, cooling, and water heating appliances performed in dwellings located within specific California Energy Commission (CEC) Climate Zone areas. Requirements to be applied are those specific to the California Energy Commission (CEC) Climate Zone where the dwelling is located. For a listing of the CEC climate zones, refer to the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Resources.aspx under the Weatherization Resources section.

7.2.3.3 Contractor shall obtain the services of a qualified ECC-Rater when required to perform required field verification and diagnostic testing on applicable weatherization measures and building alterations performed under this Contract.

7.2.3.4 Contractor shall ensure the ECC-Rater is an independent entity from the Contractor or subcontractor performing the building alteration and/or energy-efficiency improvement being tested and verified and has no financial interest in the work performed.

7.2.4 Pre-1978 Dwellings

7.2.4.1 Lead-based paint is presumed to be present in all pre-1978 units unless the dwelling unit has previously been certified by a California Certified Inspector/Risk Assessor to be lead-free.

7.2.4.2 Dwellings not previously certified to be lead-free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of weatherization services.

7.2.4.3 Contractor shall assure that an Environmental Protection Agency (EPA) Certified Renovator performs the post-weatherization verification after the completion of weatherization services and that the Assessor deems the weatherized meets EPA Renovation, Repair, and Painting Rule lead-safe standards.

7.2.4.4 HUD units not previously certified to be lead free, built prior to 1978, and receiving weatherization services in which painted surfaces exceeding de minimis levels are disturbed, require the successful achievement of lead-safe standards after the completion of

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weatherization services. Contractor shall assure that a third-party California Certified Inspector/Risk Assessor performs the clearance inspection after the completion of weatherization services and that the Assessor deems the weatherized HUD unit as lead-safe.

7.2.4.5 Contractor shall document notification to tenants of multi-unit housing of weatherization and/or renovation activities in common areas using the Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent and Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent.

7.3 Prioritization of Services

7.3.1 Contractor shall conduct ECIP, HEAP, and Weatherization activities in accordance with the Agency Local Plan in Article 14.

7.3.2 Contractor shall design activities to provide assistance to low-income households in meeting their home energy costs, particularly those with the lowest incomes that pay a high proportion of household income for home energy, and that such methods to be utilized, and shall assure that eligible households, particularly those households with elderly individuals, disabled individuals, or children five years and under are made aware of the assistance available under this Contract.

7.4 Service Priority Guidelines

7.4.1 Contractor shall give first priority for services to those households with the lowest income and highest energy burden. In addition, Contractor shall factor into its first priority for services those households with the following vulnerable populations: young children (ages five years or under), disabled, and elderly persons (ages 60 years or older), in accordance with the Agency Local Plan.

7.4.2 Contractor may give first priority for services to those households whose members have life-threatening emergencies.

For the ECIP Fast Track, HEAP Electric and Gas, ECIP WPO and HEAP WPO program components, Contractor shall assign prioritization points consistent with the Agency Local Plan in Article 14.

7.4.3 Due to limited funding, contractors are discouraged from providing either:

7.4.3.1 Energy assistance benefits to households with substantial credit(s) on its utility bills; and/or

7.4.3.2 Weatherization services to dwellings previously weatherized under LIHEAP within the past four years. Contractors shall prioritize services

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to previously weatherized dwellings in accordance with the Agency Local Plan in Article 14.

7.4.4 Equitable Treatment

Contractor shall ensure that owners and renters receive equitable treatment under this program.

7.5 Outreach and Intake Activity Guidelines

7.5.1 Outreach

Contractor shall perform appropriate outreach activities to ensure that households in the service area(s) are informed about all LIHEAP services and have an opportunity to apply for such services.

7.5.1.1 As referenced in section 1.4.1.4, the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located under 2 CFR Part 200 and 2 CFR Part 300 give authority for aspects of outreach utilized for LIHEAP. However, 2 CFR 200.421 will not be applied under this contract.

7.5.2 Intake

Contractor shall use intake program funds for determining eligibility of applicants seeking LIHEAP services. Services include the process of completing an intake application and reviewing applicant documentation. Contractor shall:

7.5.2.1 Establish reasonable hours whereby applicants will have access during regular business hours to seek program information with an assurance that the Contractor shall respond to the applicant's request within a reasonable amount of time;

7.5.2.2 Ensure applicants have access to applications, whether in hardcopy or electronic format, during regular business hours. Contractors whose offices are not staffed Monday through Friday must arrange for alternative points of access to LIHEAP applications. Contractor may satisfy this requirement by posting their application for download on their website or post a link directing applicants to an application posted at CSD's website at www.csd.ca.gov or at alternate location(s) or by mailing applications;

7.5.2.3 Accept applications for assistance during regular business hours;

7.5.2.4 Accept applications for ECIP Fast Track and WPO at sites that are

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geographically accessible to all households in the area served by Contractor;

7.5.2.5 Provide low-income individuals who are physically infirm with the means to submit applications for HEAP and ECIP without leaving their residences;

7.5.2.6 Ensure that all sites where intake is conducted are accessible to the disabled;

7.5.2.7 Utilize the Energy Intake Form (CSD 43), or approved Contractor's equivalent, as a multipurpose form for referrals to the LIHEAP Weatherization program, the ECIP EHCS program, HEAP, and DOE or DOE IIJA program; and

7.5.2.8 If Contractor opts to "pre-screen" applicants for benefits by discussing eligibility criteria and by counseling potential clients in advance of their completing and submitting an Energy Intake Form (CSD 43) or approved Contractor's equivalent, Contractor must apply income guidelines and Contractor's Priority Plan when prescreening applicants. If the applicant appears to be ineligible, Contractor must so inform the applicant but must nevertheless notify prescreened applicants of the right to apply for benefits upon changes in the prescreened applicant's circumstances and status. Energy Intake Form (CSD 43) or approved Contractor's equivalent must be provided to a potential client upon request, whether or not a prescreening process is employed.

7.5.3 Applicant Written Notification of Benefits

Within 15 business days of receiving an application Contractor shall provide the applicant written or electronic notification of the application status, indicating whether the application has been approved, denied, deemed incomplete, or is still pending review.

7.5.3.1 If approved, the notice shall indicate the nature and an approximate timeframe in which the utility assistance payment will be provided and when weatherization services may be scheduled or if a referral was made for weatherization services. The name of the utility company and the amount of the benefits also shall be included in the notification for Utility Assistance.

7.5.3.2 If denied, the notice shall indicate the reason for the denial and information regarding the appeal process.

7.5.3.3 If incomplete, the notice shall indicate what additional information or

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documentation is required.

7.5.3.4 If pending review, the notice shall provide a revised estimate of when the status of the application will be determined. Contractor must follow up with a notification when a determination has been made.

7.5.3.5 If added to the waitlist for weatherization and the application is not processed, the notice shall provide the amount of time the application will be kept on file, disclaimer that the applicant is not guaranteed services and how applications are prioritized for services.

7.6 Assurance 16

7.6.1 Contractor may perform Assurance 16 only if the Contractor submits, and CSD approves, an Assurance 16 Addendum to the LIHEAP Local Plan. Once approved, the Assurance 16 Addendum shall be incorporated by reference to this contract and considered a part of the Contractor's LIHEAP Local Plan.

7.6.1.1 If Contractor operates under a delegation agreement to provide Assurance 16 services on behalf of another agency, Contractor shall formalize Assurance 16 activities for the delegated service area(s) in the Assurance 16 Addendum to their LIHEAP Local Plan.

7.6.1.2 Contractor's approved Assurance 16 activities may be changed without formal amendment of this contract upon CSD's written approval of the Contractor's submitted CSD 509: Request for Amendment/ Modification. The CSD 509 cannot be used to opt-in to Assurance 16 post-contract execution.

7.6.2 Eligibility. A household applying for LIHEAP assistance or deemed eligible to receive LIHEAP assistance is eligible to receive A16 services.

7.6.3 Expenses.

7.6.3.1 Allowable Assurance 16 expenses are limited to actual costs directly attributable to the delivery of Assurance 16 activities approved in the Contractor's Assurance 16 Addendum and any subsequently approved CSD 509s.

7.6.3.2 The following activities are not allowable expenses under Assurance 16:

7.6.3.2.1 The distribution of contractually required EPA and California Department of Public Health pamphlets;

7.6.3.2.2 Priority Plan Point determinations; and

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7.6.3.2.3 Weatherization client education on measure installations.

7.6.4 Reporting

7.6.4.1 If Contractor provides Assurance 16 activities, Contractor shall submit an Assurance 16 Activity Impact Report annual on or before July 31st for Assurance 16 activities performed during the period covering July 1st through June 30th. The report shall include:

7.6.4.1.1 The total number of LIHEAP-assisted households that received each approved Assurance 16 activity listed in Contractor's Assurance 16 Addendum;

7.6.4.1.2 The total number of non-LIHEAP-assisted households that received each approved Assurance 16 activity listed in Contractor's Assurance 16 Addendum; and

7.6.4.1.3 A narrative on the impact of Assurance 16 activities during the reporting period.

7.6.4.2 Contractor may report the following data monthly:

7.6.4.2.1 The total number of LIHEAP-assisted households that received each approved Assurance 16 activity listed in Contractor's Assurance 16 Addendum; and

7.6.4.2.2 The total number of non-LIHEAP-assisted households that received each approved Assurance 16 activity listed in Contractor's Assurance 16 Addendum.

7.6.4.3 If Contractor operates under a delegation agreement to provide Assurance 16 services on behalf of another agency, Contractor shall complete and submit the report outlined in 7.6.4.1 and may report data elements described in 7.6.4.2 for Assurance 16 activities performed in the delegated service area(s).

7.7 Leveraging Activities

7.7.1 When ECIP EHCS services are provided, Contractor shall refer, schedule or recommend a subsequent weatherization assessment, in accordance with the CSD TRM.

7.7.2 Leveraging weatherization funds may be used to install feasible measures in accordance with the CSD TRM. Client files shall be documented accordingly.

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7.7.3 If Contractor is leveraging with non-CSD funded programs to meet CSD program requirements, then Contractor shall ensure that any non-CSD leveraged-funded activity performed in conjunction with the Weatherization and/or the ECIP EHCS program, is in conformance with weatherization guidelines. If permitted by the leveraged-funding source, Contractor shall document within the Weatherization and/or ECIP client file the activity performed, date of the activity performed, and the source of the leveraged funds. If the leveraged-funding source prohibits the disclosure of such information, Contractor shall as a minimum make reference to the leveraged activity within the weatherization and/or ECIP client file.

7.7.4 If Contractor is leveraging with DOE or DOE IIJA, leveraging shall comply with TRM requirements.

7.7.5 CSD may use information about leveraged activities paid for with funds from leveraged-funding source for the purpose of verifying the delivery of services. CSD may review and verify or use a third-party inspector to review and verify that the leveraged-funded activities conform to applicable LIHEAP standards and practices.

7.8 Record-Keeping Responsibilities

7.8.1 Contractor shall maintain client intake/needs assessment form(s) for Weatherization, HEAP, and ECIP, together with appropriate supporting documentation and shall maintain separate client files containing supporting documents related to disqualifications, denials, and appeals for each applicant who is not certified as being eligible to receive assistance.

7.8.2 Contractor shall ensure that the ECIP Home Energy Supplier Assurance (CSD 416) or approved Contractor's equivalent is completed by each nonregulated utility company, e.g., propane suppliers, wood suppliers, etc., providing services to clients of this Contract.

7.8.3 Contractor shall make a reasonable effort to collect the completed Account Holder Authorization and Consent Form (CSD 081) to collect energy usage data when the client applying for services is not the person listed as the account holder of the utility bill. Client services shall not be denied if the client or bill account holder refuses to sign the consent form.

7.8.4 All Client Files – General Requirements

Contractor shall maintain a separate file for each applicant by either a hard copy or electronic file, or a combination of both. Contractor must ensure that the method selected to maintain files does not impose unreasonable effort in CSD's ability to review any files. These files shall include the following documentation, when applicable:

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7.8.4.1 For Public Agencies only: Statement of Citizenship or Non-Citizenship Status for Public Benefits, (CSD 600), and supporting documents;

7.8.4.2 Energy Intake Form (CSD 43) or approved Contractor's equivalent. Priority points must be written in the designated space on the Intake form;

7.8.4.3 Multi-Family Property Intake (CSD 43 MFP) or approved Contractor's Equivalent;

7.8.4.4 Utility/energy bill(s) for all sources of energy used by qualified households;

7.8.4.5 Documentation supporting eligibility in accordance with the Eligibility and Verification Guide;

7.8.4.6 Client Education Confirmation of Receipt (CSD 321) or approved Contractor's equivalent that substantiates that the client was provided services in accordance with Client Education requirements in Section 5.6.4.5;

7.8.4.7 Client denial or approval notification; and

7.8.4.8 Account Holder Authorization and Consent Form (CSD 081) – Only requested when the client is not the account holder of the utility bill.

7.8.5 Client Files - ECIP Fast Track, ECIP WPO, HEAP, and WPO

Contractor shall maintain the following documents for each applicant receiving cash assistance services, as applicable:

7.8.5.1 Documentation that substantiates the requested ECIP Fast Track supplemental payment including the total amount due (at the time of intake) to the utility company, reconnection fees, and any other assessed utility fees/surcharges; it shall provide the condition(s) that establishes eligibility for benefits in accordance with ECIP Fast Track Benefit Determination Section 8.3 in subsection 8.3.3.3; and

7.8.5.2 Documentation that substantiates the requested ECIP WPO and WPO payment and supplemental payment in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Policy.

7.8.5.3 Documentation substantiating the portion of rent that is allocated toward energy costs.

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7.8.6 Client Files - Weatherization and/or ECIP EHCS Specific

Contractor shall maintain the following documents for each applicant receiving weatherization and/or ECIP EHCS services, if applicable:

7.8.6.1 CSD Dwelling Assessment which includes: Dwelling Assessment (CSD 540), Weatherization Mold Assessment and Release Form (CSD 540A), Customer Assessment Summary (CSD 540B), Mechanical Ventilation Calculation ASHRAE 62.2 (CSD 540C), Mechanical Ventilation Assessment Form (CSD 540D), and CSD Single-Family Refrigerator SIR Calculation Sheet & CSD Weatherization Program – Multi-Family Refrigerator SIR Calculation Sheet/Data Collection Sheet (CSD 540E) or approved Contractor's equivalent;

7.8.6.2 Appliance Safety Inspection (CASIF) series which includes: Combustion Appliance Safety Inspection Form (CSD 700), Combustion Appliance Safety Interim Form (CSD 700B) or Combustion Applicant Safety – Appliance R&R Form (CSD 700C);

7.8.6.3 Shell Leakage Data Sheet (CSD 704);

7.8.6.4 Duct Test Data Sheet (CSD 706);

7.8.6.5 CSD Deferral (CSD 542) and other source documentation supporting deferrals and appeals;

7.8.6.6 Notice of Weatherization/Renovation (CSD 320) or approved Contractor's equivalent;

7.8.6.7 ECIP EHCS Assessment Form (CSD 57);

7.8.6.8 Record of Tenant Notification Procedures (CSD 322) or approved Contractor's equivalent;

7.8.6.9 Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent;

7.8.6.10 Energy Service Agreement for Rental Property Owner (CSD 515B) or Contractor's equivalent;

7.8.6.11 Agency Weatherization Inspection Report (CSD 611);

7.8.6.12 Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent;

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7.8.6.13 Client confirmation of work completed;

7.8.6.14 Required building permits or buildings permit applications, or documentation of permit cost; and documentary evidence of final permit;

7.8.6.15 Copy of lead clearance inspection by a California Certified Inspector/Risk Assessor for applicable pre-1978 HUD units;

7.8.6.16 Waivers from CSD to exceed maximum costs of weatherization measures;

7.8.6.17 Documentation that substantiates all actual labor hours including a time and activity log associated with each job;

7.8.6.18 Documentation of weatherization measures installed and leveraged with other CSD and non-CSD weatherization program funds;

7.8.6.19 Documentation that substantiates the criteria and basis for replacement of gas and electric appliances, including results of required diagnostic tests, and the non-feasibility of Mandatory Measures not performed or installed;

7.8.6.20 Documentation indicating the manufacturer, manufacture date, make, and model and metering information for all refrigerator replacements;

7.8.6.21 Documentation referring to CSD or non-CSD weatherization;

7.8.6.22 Documentation of ECC-Rater inspection report and a copy of the invoice from the ECC-Rater, in addition to the Residential Compliance Form (CF-1R, CF-4R and CR-6R);

7.8.6.23 Documentation providing evidence that the client receiving disaster-related services was a victim of a natural disaster;

7.8.6.24 All Historic Preservation Online (HPO) review documentation, including copies of the printed Project Description sheet (PDS) and HPO site e-mails;

7.8.6.25 Photographic documentation as required by the CSD TRM;

7.8.6.26 Initial and Final REM/Design Building File Reports (BFR) and Improvement Analysis Reports (IAR) in each client file and retention of electronic audit file;

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7.8.6.27 Documentation of attempts to schedule post-weatherization inspection appointments if inspection could not be performed;

7.8.6.28 Lead-Based Paint Regulatory Compliance Report (CSD 708);

7.8.6.29 Notice of Survey by Electrical Contractor (CSD 543);

7.8.6.30 REM/Design Energy Audit Entry Input Form (CSD 544);

7.8.6.31 Insulation Certificate (CSD 610); and

7.8.6.32 REM/Design Multi-Family Input Sheet (CSD 808).

7.8.7 Client Files – SWEATS Specific

Contractor shall maintain the required documents for each applicant receiving services under SWEATS in accordance with CPN-E-20-01 SWEATS Policy.

7.8.8 Translation of Forms

Contractor shall use a certified translator deemed qualified by the Contractor when translating CSD forms that require a client/customer signature into a foreign language.

7.8.9 Weatherization and ECIP EHCS Specific

7.8.9.1 Labor and Materials

7.8.9.1.1 Contractor shall maintain documentation in such a manner that include job references and total labor hours so that actual costs and actual labor hours billed to the weatherization and ECIP EHCS programs can be substantiated.

7.8.9.1.2 Contractor shall document all costs expended under this Contract with purchase orders, inventory records, and payroll records identifying the funding source.

7.8.9.1.3 Contractor shall maintain documentation in such a manner to prove that materials used under this program conform to the requirements contained within the CSD TRM and state, county, or local regulations.

7.8.9.2 Training

Contractors who perform weatherization and ECIP EHCS services are

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required to input, update, and maintain employee data in the CSD Training Portal (CTP). CSD will not recognize as valid proof of any training stored outside of this portal, unless otherwise noted in the TPPM Version 3.0. The CTP is maintained and accessed through CSD's Local Agencies Portal website and serves as a repository for Contractors and their subcontractors to track and monitor employees as they progress through CSD's training curriculum. The CTP documents all weatherization and ECIP EHCS training received for each employee and includes information on each training session, course, training source, location, course content, and completion date.

Completed training records include, but are not limited to, employee legal name, hire date, email, and completion of each training course, the source/location, type/content, completion date, certificates of completion, and completion of training records.

7.8.9.2.1 Contractor must identify at least one, but not more than two Training Administrators, who will be responsible for adding/editing users, submitting training and on-the job training requests, approving training, monitoring training transcripts, uploading licensing and certifications, and monitoring training expirations.

7.8.9.2.2 Contractor can access On-the-Job Training applications from the CSD Training Portal.

7.8.9.2.2.1 CSD shall maintain all training records in the CSD Training Portal for trainings completed through the CSD E-Learning, CSD-approved Training Centers, and field or classroom training provided by CSD or its agents.

7.8.9.2.2.2 Contractor shall upload training certificates (or other proof of training completion) in the CSD Training Portal for certifications or trainings provided by third parties. Examples include Contractor licensing from the California Contractors State License Board, and individual employee Building Performance Institute (BPI) certifications, EPA Renovator certification, or other required training as designated by CSD.

7.8.9.2.2.3 Contractor shall be responsible for maintaining the required training records in the same manner for their subcontractors as for the Contractor

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employees.

7.8.9.2.2.4 Contractor and subcontractors must input new field personnel into CSD's Training Portal within three days of hire. Contractor and subcontractors shall update the CSD Training Portal in a timely manner, with employee completed course information and/or uploaded certifications on or before the first (1st) day of each subsequent month following the completion of training.

7.8.9.3 Equipment

7.8.9.3.1 Contractor shall ensure its employees and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.

7.8.9.3.2 Contractor shall ensure its employees and subcontractors who perform shell leakage testing and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

7.8.9.3.3 Contractor shall ensure its employees and subcontractors who keep an inventory of portable appliances for the SWEATS program shall maintain a log documenting the location of all portable appliances on loan and in reserve. The log shall document the retirement or loss of the equipment.

7.8.9.4 Energy Audits

7.8.9.4.1 Contractor shall maintain electronic records generated from the CSD approved energy audit software for the required period of three years from submission of final report or until resolution of all related audit or monitoring findings, enforcement action, including cost disallowance, legal proceedings, or other pending matters, whichever is later in accordance with Section 4.3.

7.8.9.4.2 Contractor shall make all records generated from the energy audit software accessible to CSD, or a third-party inspector acting on CSD's behalf, for the purpose of an inspection or monitoring.

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7.8.9.4.3 Contractor shall submit all energy audits through the Energy Audit Dashboard, including the initial audit submittal and resubmittals reflecting changes based on CSD feedback. A final audit shall also be submitted to address one or more of the following:

7.8.9.4.3.1 Changes in measure cost between initial work scope estimates and actual installation cost;

7.8.9.4.3.2 Input of final duct and/or shell leakage readings to replace estimated leakage used for the initial improvement analysis;

7.8.9.4.3.3 Changes to the final scope of work; including any decisions related to measure leveraging.

7.8.10 Automation

7.8.10.1 Contractor shall use an automated application system capable of supporting LIHEAP's (Weatherization, ECIP EHCS, ECIP WPO, and HEAP WPO) data collection, reporting requirements, and client data transmission to CSD. No database transfer will be accepted prior to the completion of successful data file transfer testing to CSD. Contractor shall submit the data in accordance with CSD's CORE and eCORE DTR layout found at the Reporting tab on the CSD Lap found here: https://agencies.csd.ca.gov/home/Reporting/Pages/default.aspx. Contractor shall exercise best practice and perform a daily backup of all client data/application systems that capture LIHEAP service detail. Contractor shall ensure that adequate files are maintained as required in Section 7.8.

7.8.10.2 Contractor shall also be responsible for monitoring the CORE online reports and for resolving payment issue(s) related to the delivery of benefits. The Agency Allocations/System Maintenance screen shall display historical and current detail level of program allocation information, summarizing Contractor's annual program allocation, expenditures, and returned benefits eligible for reissuance, if any. The Variance Report shall display the detail level of benefit information whereby the eligible benefit amount differs from the paid benefit amount. For resolution of partial credit returns, Contractor shall be responsible for following up with the client to resolve payment issue(s) and for providing CSD with the necessary information to reissue benefit(s). For full credit returns and warrant redeposits, Contractor shall be responsible for resolving and updating client data in CORE to reissue benefit(s).

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7.8.10.3 Utilizing reporting options available within the CORE On-Line System, Contractor shall be responsible for generating HEAP and ECIP (Fast Track) reports to attain data specific to the following: rejected records, intake data, client and payment status, expenditures, and current allocation balance, returned benefits, summarized county energy costs and burden, and a year-to-date goal status.

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ARTICLE 8 – PROGRAM IMPLEMENTATION

8.1 HEAP/WPO Activity Guidelines

8.1.1 Applicant Eligibility

8.1.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or

8.1.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.1.1.3 Income verification must be for one month. For acceptable types of documentation and processing timeframes, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.1.1.4 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for WPO to determine the client's energy burden.

8.1.2 Contractor may only provide eligible households with one ECIP Fast Track/WPO, or HEAP/WPO payment per program year. However, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to providing one ECIP (Fast Track/WPO) or HEAP/WPO payment and/or supplemental program income benefit payment, Contractor may provide eligible households with ECIP EHCS services and/or other weatherization services.

8.1.3 Contractor must ensure that the issuance of HEAP WPO benefits are in accordance with CPA-E-21-04 WPO Benefit Formula Implementation.

8.1.4 Contractor must ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur during the term of this Contract.

8.1.5 Once applicants meet the eligibility and prioritization criteria and funds are available:

8.1.5.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required;

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8.1.5.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil;

8.1.5.3 CSD will not make payments to clients for WPO assistance; and

8.1.5.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.1.6 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.1.7 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.2 Weatherization Activity Guidelines

8.2.1 Applicant Eligibility

8.2.1.1 Assistance shall be available only to households with incomes that do not exceed an amount equal to 60% of the State median income; or

8.2.1.2 Assistance shall be provided to households that are categorically eligible, if any member of the household is receiving CalFresh or CalWORKs at the time of application, regardless of income level.

8.2.1.3 Income verification must be for one month. For acceptable types of documentation, refer to the current LIHEAP Eligibility and Verification Guide at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

8.2.1.4 Contractor shall certify a household's income eligibility prior to the delivery of energy program services.

8.2.1.5 The income certification shall remain in effect for a period of 12 months from the date applicants are deemed eligible for services.

8.2.1.6 Weatherization assessment and service delivery shall commence within the 12-month certification period. Commencement of weatherization service delivery is defined as the performance of any health and safety and energy efficiency installation.

8.2.1.7 In the event the Contractor is unable to commence the assessment and

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weatherization service delivery during the 12-month income certification period, Contractor shall obtain updated income verification documentation to recertify the household's income eligibility.

8.2.1.8 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for wood, propane, and oil to determine the client's energy burden.

8.2.2 Dwelling Eligibility

8.2.2.1 Contractor shall complete the post-combustion appliance safety test within 60 days from the date of the pre-combustion appliance safety test. In the event the Contractor is unable to perform the work associated with the combustion appliance safety testing and the post-combustion appliance safety test within the 60-day period, Contractor shall perform another pre-test for the dwelling prior to commencing the delivery of any form of weatherization assistance services.

8.2.2.2 Permission to Provide Services

Contractor shall obtain written permission of the owner-occupied dwelling from the tenant and the owner (or owner's agent) to perform any weatherization services. Such permission shall be recorded on the Energy Service Agreement for Occupant (CSD 515A) or approved Contractor's equivalent or the Service Agreement for Rental Property Owner (CSD 515B) or approved Contractor's equivalent. Homeowner/landlord and tenant acceptance of the work scope shall also be recorded on the CSD 540 Dwelling Assessment Form or Contractor's equivalent.

8.2.2.2.1 If during the course of performing weatherization services in a dwelling, Contractor identifies that significant structural and/or engineering changes may occur, Contractor shall re-obtain written permission of the owner-occupant dwelling from the owner of a rental unit prior to continuing with the scheduled work.

8.2.2.3 Rent Increase Restrictions

8.2.2.3.1 For a period of two years after weatherization work has been completed on a dwelling containing a unit occupied by an eligible household, the tenants in that unit (including households paying for their energy through their rent) will not be subjected to rent increases unless those increases are demonstrably related to matters other than the weatherization

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work performed.

8.2.2.3.2 Contractor shall provide tenants a written summary of these conditions with the current telephone number of the Contractor and instructions on how to file a complaint should these conditions not be met. Contractor shall investigate all complaints filed and shall forward a copy of all written complaints to CSD or, if a verbal complaint has been made, contact CSD with the details of the complaint-including date complaint was made, date investigations began, and results.

8.2.2.3.3 CSD will evaluate the merits of the complaint and all supporting documentation. If CSD determines a complaint is valid, CSD may pursue collection activities against the landlord in the amount equal to the weatherization work performed on that unit and/or building.

8.2.2.4 Multi-Unit Dwellings

8.2.2.4.1 In accordance with 10 CFR § 440.22(b) (2), Contractor may weatherize the whole building containing rental dwelling units when 66 percent (50 percent for duplexes and four-unit buildings) or more of the dwelling units in the building are income eligible:

8.2.2.4.1.1 Are eligible dwelling units, or

8.2.2.4.1.2 The dwelling units will become eligible (occupied by eligible low-income tenants) within 180 days under a federal, state, or local government program for rehabilitating the building or making similar improvement to the building.

8.2.2.4.2 If dwelling units are qualified for services through a federal, state, or local government rehabilitation program, documentation to verify participation in the rehabilitation program is required in the master job file.

8.2.2.4.3 Contractor shall complete a Multi-Unit Dwelling Eligibility Certification (CSD 75P) or approved Contractor's equivalent for each building and shall maintain a copy in each individual client file.

8.2.2.4.4 Contractor shall certify unit eligibility by completing Energy

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Intake Form (CSD 43) or approved Contractor's equivalent for each dwelling unit in each building. Certification of eligibility by the owner/manager of the occupants of the building is not acceptable.

8.2.2.4.5 No undue or excessive enhancement shall occur to the value of the dwelling units.

8.2.2.5 Previously Weatherized Dwellings

8.2.2.5.1 Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization, unless the work performed is for a call-back as specified in 8.2.2.6 below.

8.2.2.5.2 A previously applied measure may be reinstalled during its useful life term, as described in the Reimbursement Rates for Weatherization and EHCS Activities, due to premature failure or if the measure was destroyed by the prior-occupying household. Justification for the replacement must be documented in the client file.

8.2.2.5.3 Unoccupied multi-unit dwellings previously weatherized in accordance with this Contract, and which receive appliance repair and/or replacement services upon occupation by an eligible tenant, shall be deemed re-weatherized dwellings.

8.2.2.5.4 If a dwelling has been previously weatherized under a CSD or another federal or non-federal program, Contractor may provide previously unapplied mandatory and optional measures.

8.2.2.6 Call-back

Services provided in a previously weatherized dwelling to correct a previously installed measure within the warranty period or as a result of a CSD inspection finding is a call-back and is allowable. Demographics for a callback are not included for reporting purposes.

8.2.2.7 Ineligible Dwellings

8.2.2.7.1 Contractor shall not weatherize a dwelling unit that is designated for acquisition or clearance by a federal, state, or local program within 12 months from the date of completion

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of the proposed weatherization.

8.2.2.7.2 Contractor shall not weatherize any dwelling under this Contract unless the property owner and tenant agree to all the terms and conditions of the CSD Dwelling Assessment Form (CSD 540) and signs the Energy Service Agreement for Occupant (CSD 515A) or Service Agreement for Rental Property Owner (CSD 515B).

8.2.2.7.3 No institutional or commercial building including, but not limited to, universities, schools, nursing homes, or hospital, may be weatherized under this Contract.

8.2.2.7.4 Group Homes

The maximum reimbursement for a group home shall be equal to the current maximum average allowed for single family and multi-unit dwellings. If the building does not qualify as a multi-family structure, income eligibility is based on all occupants as a group, and the building must be weatherized as a single dwelling unit.

8.2.2.7.5 Shelters/Homeless Individuals

Maximum reimbursement will be based on the unit otherwise qualifying as a multi-unit structure. For the purpose of determining how many dwelling units exist in a shelter, a grantee may count each 800 square feet of the shelter as a dwelling unit or it may count each floor of the shelter as a dwelling unit. Eligibility of the occupants may be assumed if the owner/operator will certify in writing that occupancy is temporary and that admittance criterion complies with CSD contract eligibility guidelines, whether or not rent is paid has no effect on eligibility.

8.2.3 Minimum Requirements for Weatherization Services

8.2.3.1 Contractor must install all feasible weatherization measures in accordance with the CSD TRM.

8.2.3.2 Single-family detached and other single-story dwellings that have not been previously weatherized under a CSD program or another program may be weatherized under this Contract only if:

8.2.3.2.1 Ceiling Insulation plus two additional Mandatory Measures

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are installed, or

8.2.3.2.2 In the event Ceiling Insulation is already installed or otherwise not feasible, at least three Mandatory Measures are installed.

8.2.3.3 Multi-unit dwellings that have not been previously weatherized under a CSD program or other program may qualify for weatherization services only if ceiling insulation plus two additional Mandatory Measures are installed or, in the event ceiling insulation is already installed or otherwise not feasible,-at least three Mandatory Measures are installed.

8.2.3.3.1 Installation of ceiling insulation shall be counted as a ceiling insulation measure for each unit within that building envelope.

8.2.3.3.2 Installation of a common water heater shall qualify as a Mandatory measure for each unit served by the same water heater.

8.2.3.4 If the required minimum number of weatherization measures cannot be installed due to the deferral of measures, then the entire unit shall be deferred in accordance with the CSD TRM.

8.2.3.5 The minimum number of weatherization measures may be leveraged or cost-shared with alternative funding as defined in Section 5.8.4.7.4. All leveraged measures used to fulfill the minimum number of required weatherization measures shall meet CSD installation standards.

8.2.3.6 Contractor may complete weatherization services on agriculture housing units or multi-family units if each unit is separately metered and the services will result in a cost savings to the tenant.

8.2.4 Dwelling Assessments

8.2.4.1 Contractor shall assess the dwelling of each eligible applicant to determine if the unit is structurally sound and not in need of extensive repairs.

8.2.4.2 Contractor shall determine whether the dwelling meets the criteria for a Historic Preservation Review pursuant to subsection 8.2.4.7.2.

8.2.4.3 Contractor shall ensure that all dwelling assessments are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

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8.2.4.4 Contractor shall ensure job separation between staff performing dwelling assessments and the crew personnel responsible for performing the actual installation of weatherization measures. Assessors may not install weatherization measures in the same dwelling where the assessor performed the assessment for weatherization services.

8.2.4.5 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the dwelling assessment. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the dwelling assessments.

8.2.4.6 Contractor shall provide written documentation or notification to the owner-occupant and the owner of a rental unit or owner's agent and inform the tenant of any significant structural and engineering changes required to complete the weatherization work before the specified work commences.

8.2.4.7 Dwelling Assessment Performance

8.2.4.7.1 Dwelling assessments shall include the following required activities:

8.2.4.7.1.1 The visual assessment of the eligible dwelling to identify safety and structural hazards conditions present within the dwelling that may limit ability to perform any or all of the required weatherization services in accordance with CSD weatherization guidelines and terms of this Contract. Assessor shall disclose all noted safety and structural hazard conditions to the property owner and tenant, where applicable;

8.2.4.7.1.2 The visual inspection and pre-CAS diagnostic testing of all combustion appliances as to identify the presence of combustion appliance safety conditions within the occupied living space and requiring immediate attention and the offering of prescribed list of health and safety measures needed to remedy noted conditions; and

8.2.4.7.1.3 The visual inspection of dwelling to identify any structural deficiencies and/or barriers inhibiting

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the ability for required pressurized diagnostics to occur. Assessor shall also inform client of the various types of diagnostic testing to be performed within the dwelling, including the general nature and benefits of each form of required diagnostic testing.

8.2.4.7.2 Historic Preservation Review of Dwellings

8.2.4.7.2.1 To ensure compliance with Section 106 of the National Historic Preservation Act (54 USCS § 100101 et seq. & § 300101 et seq., former 16 USCS § 470 et seq.), CSD will establish appropriate procedures for historic property review standards as outlined by a Programmatic Agreement with the State Historic Preservation Office. The established review standards will be utilized for weatherization activities conducted under the LIHEAP on dwellings that are 45 years or older. For purposes of this Contract, the historic review shall be known as the Historic Preservation Review.

8.2.4.7.2.2 Contractor shall ensure that a Historic Preservation Review is completed on a dwelling that is either: (1) 45 years or older, (2) located within a historic district, or (3) considered to be of exceptional importance under the National Register Criteria for Evaluation pursuant to 36 CFR § 60.4.

8.2.4.7.2.3 When a dwelling assessment is performed and the dwelling is determined to meet any of the criteria specified in subsection 8.2.4.7.2.2, Contractor shall initiate the Historic Preservation Review process pursuant to DOE WAP ARRA No. 010.

8.2.4.7.3 Combustion Appliance Safety (CAS) Diagnostic Testing

8.2.4.7.3.1 The completion of the entire combustion appliance safety (CAS) test is required on all dwellings with combustion appliances.

8.2.4.7.3.2 If it is determined during the CAS test that the

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dwelling unit contains a condition that is hazardous to the occupants, proper steps must be taken to alleviate the hazard. In these cases, infiltration reduction measures may not be installed until the hazard has been corrected; however, Contractor may install non-infiltration measures in the interim, until the CAS condition is corrected.

8.2.4.7.4 If the dwelling unit is not eligible because of the need for extensive repair, the unit shall not be serviced, and Contractor should refer the applicant to the local Housing and Community Development Department, or other similar organizations or programs.

8.2.4.7.4.1 Documentation of such ineligibility due to the need for extensive repairs shall be recorded on the CSD Deferral (CSD 542).

8.2.4.7.4.2 If the applicant can obtain the necessary repairs to make the dwelling unit eligible for weatherization services, weatherization activities may be accomplished following the repair work.

8.2.4.8 Contractor shall ensure the health and safety of weatherization personnel in carrying out activities funded under this Contract. In the event the weatherization of a dwelling threatens the general health and safety of weatherization field personnel, Contractor shall take measures to ensure the safety of the personnel and thoroughly document the incident(s) utilizing the CSD Deferral (CSD 542). The deferral form does not need to be signed by the client where weatherization personnel construe the client or occupants of the dwelling to be threatening and hostile. If unable to get a signature, a certified letter shall be sent to the owner, along with the tenant if the residence is a rental.

8.2.5 Duct and Shell Diagnostic Testing

8.2.5.1 Contractor shall perform the shell leakage diagnostic testing only for shell sealing purposes on a minimum of 20 percent of the total SFD (one to four units) including mobile homes**,** and a minimum of five percent of MUD (five or more units) weatherized under this Contract. Shell leakage diagnostic testing shall be proportionate to the number of completed units for each quarterly period.

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8.2.5.2 Following a determination that no combustion byproduct hazards exist, Contractor shall perform pressure diagnostic guided infiltration reduction using a pre-weatherization shell leakage test.

8.2.5.3 Duct Blaster diagnostic testing shall be required on all dwellings with forced-air systems.

8.2.5.4 Contractor shall ensure that all dwelling diagnostic tests are performed by trained individuals possessing all the required skill and training as specified in Section 9.1, Training Requirements.

8.2.5.5 If an unvented space heater is being utilized, infiltration reduction measures shall not be applied unless venting is installed, or the unit is replaced.

8.2.6 Health and Safety Measures

8.2.6.1 Prior to the performance of any heating/cooling service, a qualified technician must perform a diagnostic inspection of the primary heating/cooling appliance to assess operational performance.

8.2.6.2 Contractor is authorized to mitigate health and safety hazards in accordance with the CSD TRM.

8.2.6.3 Health and Safety Measures and Mandatory Insulation Measures must be installed in priority order. Other Mandatory Measures must be installed before optional measures, and no measure shall be excluded, unless the:

8.2.6.3.1 Shell leakage and/or pressurized duct diagnostic test indicates that installation of the measure is not necessary;

8.2.6.3.2 Dwelling already has that measure in place;

8.2.6.3.3 Measure cannot be properly installed;

8.2.6.3.4 Client refuses installation (client refusal is to be documented and placed in file); or

8.2.6.3.5 Measure is not needed or required.

8.2.6.4 After Health and Safety Measures have been addressed, Insulation Measures, if feasible, must be installed prior to the installation of any other Mandatory and Optional Measures. Optional Measures need not be installed in priority order.

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8.2.6.5 If a health and safety hazard is found to exist that requires replacing or repairing a combustion appliance, the cost of which will preclude the installation of the required number of Mandatory Measures for a unit to be weatherized, the dwelling may qualify for weatherization under the following conditions:

8.2.6.6 The combustion appliance is repaired or replaced; and

8.2.6.7 All remaining feasible Mandatory Measures shall be installed.

8.2.6.8 Once feasible Mandatory Measures are installed, Contractor may install optional measures.

8.2.6.9 Health and Safety Measures

8.2.6.9.1 The following guidelines are restricted to occupied SFD and/or MUD units:

8.2.6.9.1.1 A residential heating source that qualifies for repair and replacement services must be a single, pre-existing heating appliance, serving as the dwelling's primary heating source; and

8.2.6.9.1.2 A residential cooling source that qualifies for cooling services must be a single, pre-existing cooling appliance, serving as the dwelling's primary cooling source, limited to mechanical air conditioners, central and window/wall air conditioners, and evaporative coolers.

8.2.6.9.2 Any and all health and safety heating/cooling appliance services shall be performed in accordance with the following guidelines:

8.2.6.9.2.1 All repair and replacement services are limited to dwellings with pre-existing heating and cooling appliances. An exception to this rule exists, however, for those dwellings without a heating and cooling appliance and there are no means to provide adequate heating and/or cooling during a climatic season that would cause imminent harm to the health and wellbeing of individuals or the household.

8.2.6.9.2.2 For those conditions where a true crisis exists,

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and the heating and/or cooling needs cannot be remedied by the installation of a permanent repair or new appliance installation, Contractor shall provide such dwellings with temporary portable devices to support the means of providing adequate cooling and/or heating to occupants of the residence to alleviate the crisis situation and to meet basic heating/cooling needs.

8.2.6.9.2.2.1 Occupant shall be advised of the higher energy consumption associated with portable heating/cooling devices.

8.2.6.9.2.2.2 Occupant shall certify that all of the manufacturer's safety instructions will be abided by.

8.2.6.9.2.2.3 Contractor shall make all attempts to purchase Energy Star-rated portable devices if available.

8.2.6.9.2.3 The age of a heating/cooling appliance shall not be used as a basis for replacement.

8.2.6.9.2.4 When repair, replacement, or installation of a primary heating appliance is required in accordance with the conditions and requirements above but cannot be completed for any reason, the entire dwelling shall be deferred.

8.2.6.9.3 Contractor shall repair a defective primary heating appliance when the cost to assess and repair is estimated at less than 50% of the cost of installing a new replacement unit.

8.2.6.9.4 If during the course of repairing the defective unit additional problems are found that would increase the cost of repairs to more than the allowable limit for repair costs, the unit may be replaced.

8.2.6.9.5 When replacement of a defective primary heating/cooling appliance is performed, Contractor shall perform necessary duct repair and/or replacement services in order to conform

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to Title 24 requirements.

8.2.6.9.6 Fuel switching or replacement of a heating/cooling appliance for an alternate type shall only be allowed when justified by an energy audit as described in TRM Appendix D *Energy Audit/Priority List Protocol*.

8.2.7 Energy Audit Requirements

8.2.7.1 If all feasible measures classified under Health and Safety, Infiltration Reduction and other Mandatory Measures have been assessed, Contractor may assess additional measures utilizing a CSD-approved Energy Audit in accordance with CSD TRM Appendix D.

8.2.7.2 Energy audits shall be conducted as specified in the CSD TRM Appendix D incorporated by reference to this Contract and available on the CSD Local Agencies Portal website at https://agencies.csd.ca.gov/home/Energy/Pages/Weatherization.aspx.

8.2.7.3 Contractor must utilize the CSD-approved energy audit tool appropriate to the building type as identified in CSD TRM, Appendix D.

8.2.8 Occupant Notification

If, in accordance with the provisions of this article, any notice to an occupant is required, a copy of the written notice shall be given to the owner of the unit, when the unit is occupied by a non-owner occupant, or when the unit is vacant.

8.3 Energy Crisis Intervention Program (ECIP) Services Activity Guidelines

8.3.1 Purpose of ECIP Funds

ECIP funds may only be used to resolve an emergency as defined in 42 USC § 8622(1), including:

8.3.1.1 A natural disaster (whether or not officially declared),

8.3.1.2 A significant home energy supply shortage or disruption,

8.3.1.3 An official declaration of a significant increase in:

8.3.1.3.1 Home energy costs;

8.3.1.3.2 Home energy disconnections;

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8.3.1.3.3 Enrollment in public benefit programs; or

8.3.1.3.4 Unemployment and layoffs.

8.3.1.4 An official emergency declaration by the Secretary of Health and Human Services.

8.3.1.5 In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

8.3.2 Capacity and Responsibility to Provide Emergency Assistance

8.3.2.1 In accordance with federal and state law and ECIP Policy and Procedures, Contractor must be qualified and capable of carrying out an energy crisis intervention program that provides timely and effective emergency assistance, not later than the timeframes stated in 42 USC § 8623(c), that resolves the energy crisis. Contractor must meet minimum program requirements for timing and ensuring accessibility to eligible applicants as further defined at 42 USC § 8623(c).

Once applicants meet the eligibility and prioritization criteria and funds are available, Contractor shall:

8.3.2.1.1 Within 48 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO payment that will resolve the energy crisis; and

8.3.2.1.2 Within 18 hours after a household applies and is determined to be eligible for ECIP, provide assistance in the form of a payment guarantee to the appropriate gas or electric vendor or a WPO that will resolve the energy crisis if such household is in a life-threatening situation.

8.3.2.2 Contractor shall provide all reasonable information requested by CSD during the term of this Contract in order to enable CSD to assess the adequacy of Contractor's current energy crisis intervention program and Contractor's ability to implement the program.

8.3.2.3 Federal and state law permit the allowability of costs to the ECIP only

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where the costs are used to provide emergency assistance in an energy crisis. In addition to all other provisions in this Contract permitting, restricting, or otherwise relating to ECIP costs, such costs are allowable only upon adequate demonstration by the Contractor that the related activities meet the definition of "emergency" as specified in federal law and this Contract.

8.3.3 ECIP Fast Track and WPO

8.3.3.1 Contractor shall provide ECIP Fast Track and WPO Services in accordance with the Agency Local Plan in Article 14.

8.3.3.2 Applicant Eligibility

8.3.3.2.1 Contractor shall provide assistance only to households with incomes that do not exceed an amount equal to 60% of the State median income.

8.3.3.2.2 Income verification must be for one month and current within six weeks of the application intake date or an annual award letter. For acceptable types of documentation, refer to the LIHEAP Eligibility and Verification Guide. Contractor shall retain appropriate documents in each applicant's file establishing applicant eligibility.

8.3.3.2.3 Contractor shall collect copies of all of the household's energy utility bills for the current month, and if applicable, receipt(s) for (WPO) to determine the client's energy burden.

8.3.3.2.4 Conditions for ECIP services must meet the criteria for an emergency as defined in 42 USC §8622(1), ECIP Policy and Procedures and Article 13, Definitions.

8.3.3.2.5 ECIP Fast Track Utility Assistance

8.3.3.2.5.1 The applicant must receive energy services and be billed directly by one of the following energy providers: a utility company and/or a mobile home park that owns its own power source(s) or a submetering billing service with the statutory authority to shut off utility services.

8.3.3.2.5.2 For purposes of the present Section 8.3.3, an emergency energy-related crisis does not exist if the cost of energy is included in the applicant's

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rent, and Contractor may not make ECIP Fast Track payment(s).

8.3.3.2.6 In addition to the applicant eligibility criteria listed above, services for ECIP Fast Track and ECIP WPO may not be provided unless at least one of the following criteria pursuant to Government Code §16367.5 (e) pertains and is documented or certified by Contractor:

8.3.3.2.6.1 Proof of utility shutoff notice;

8.3.3.2.6.2 Proof of energy termination;

8.3.3.2.6.3 Insufficient funds to establish a new energy account;

8.3.3.2.6.4 Insufficient funds to pay a delinquent utility bill;

8.3.3.2.6.5 Insufficient funds to pay for essential firewood, oil, or propane; or

8.3.3.2.6.6 CSD further defines WPO crisis as 30 days or less of fuel.

8.3.3.3 ECIP Fast Track Benefit Determination

ECIP Fast Track benefits shall be determined using the base benefit amount and, when applicable, a Contractor-determined supplemental benefit amount. Contractors shall issue ECIP Fast Track benefits in accordance with the following:

8.3.3.3.1 Contractor shall ensure that the total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) is limited to and does not exceed the total amount due (at the time of intake) to the utility company for energy charges, reconnection fees, and other assessed utility fees/surcharges in order to alleviate the crisis situation.

8.3.3.3.2 When only issuing the base benefit amount (no supplemental payment), Contractor may exceed the total amount due to the utility company in energy charges, reconnection fees, delinquent utility bill establishing arrearages and/or past due balances, and other assessed utility fees/surcharges to alleviate the crisis situation.

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8.3.3.3.3 Contractor shall ensure that the maximum total ECIP Fast Track benefit amount (Base benefit amount plus supplemental benefit amount) does not exceed $1,500. If Contractor uses program income to provide a supplemental ECIP Fast Track payment, the total payment cannot exceed $1,500.

8.3.3.3.4 Contractor shall provide full justification for benefits paid by documenting the client file(s) to include the amount of charges and verification by the utility company.

8.3.3.3.5 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.4 WPO Benefit Determination

8.3.3.4.1 WPO benefits shall be determined in accordance with CPA-E-21-04 and CPA-E-21-04M WPO Benefit Formula Implementation.

8.3.3.4.2 Contractor shall review, check for duplicates, and approve applications in accordance with Contractor's approved Agency Local Plan in Article 14 and the current LIHEAP Eligibility and Verification Guide.

8.3.3.5 ECIP Fast Track/WPO Payment Guidelines

8.3.3.5.1 Eligible households may receive only one ECIP Fast Track/WPO, or HEAP/WPO payment per program year; however, Contractor can use program income to provide a supplemental ECIP Fast Track/WPO or HEAP/WPO for clients experiencing an extenuating circumstance. In addition to receiving one ECIP (Fast Track/WPO) or HEAP/WPO payment, eligible households may receive ECIP EHCS services and/or other weatherization services, if needed.

8.3.3.5.2 Contractor shall ensure that the maximum base benefit total for ECIP WPO does not exceed $1,000. If Contractor uses program income to provide a supplemental ECIP WPO payment, the total payment cannot exceed $1,000.

8.3.3.5.3 CSD shall establish and administer a supplemental benefit to cover delivery fees or other additional costs assessed by

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WPO fuel vendors. These additional charges may vary and are not consistent across fuel vendors. The supplemental benefit is in addition to the standard WPO fuel benefit and shall not exceed $500 per household. Refer to CPA-E-21-04 and CPA-E-21-04M for allowable uses of the supplemental benefit.

8.3.3.5.4 Contractor shall exercise due care to ensure that duplication of ECIP Fast Track/WPO or HEAP/WPO payments does not occur at any time during the term of this Agreement.

8.3.3.5.5 When a HEAP payment or ECIP Fast Track payment has been made directly to an energy vendor, notification of payment(s) shall be shown as a credit on the utility bill(s).

8.3.3.6 ECIP WPO Payment Guidelines Specific

8.3.3.6.1 Contractor shall complete the ECIP/HEAP Payment Request Confirmation (CSD 415) or approved Contractor's equivalent form or approved Contractor's equivalent process that confirms payment was made to the client's account. If the client does not have an account, confirmation of the delivery of the benefit to the client is required.

8.3.3.6.2 Contractor shall make payments directly to energy vendors on behalf of clients whose energy sources are wood, propane, or oil.

8.3.3.6.3 CSD will not make payments to clients for WPO assistance.

8.3.3.6.4 Before paying energy vendors, Contractor shall verify that charges for the services and goods provided are reasonable and within fair market value.

8.3.3.6.5 Contractor shall notify the applicant of the recipient household, in writing, when payments are made directly to an energy vendor for wood, propane, or oil on their behalf.

8.3.3.6.6 Contractor shall forward payments for WPO on behalf of applicants to corresponding energy vendor within 60 calendar days from the date obligation was incurred, unless a formal contract, approved by CSD, between Contractor and vendor provides for other terms.

8.3.4 ECIP Emergency Heating and Cooling Services (EHCS)

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8.3.4.1 Applicant Eligibility

Eligibility of the applicant shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.2 Dwelling Eligibility

Eligibility of the dwelling shall meet all requirements for eligibility as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3 Dwelling Assessments

8.3.4.3.1 Assessment of the dwelling shall meet all requirements as described in the Weatherization Activity Guidelines specified in Section 8.2.

8.3.4.3.2 Work crews of Contractor who are only performing heating and cooling services shall not be required to perform the entire CAS test and may limit the testing to only the heating and cooling appliances to be repaired or replaced.

8.3.4.4 Allowable Services

ECIP EHCS may be used for the repair, replacement, and new installation of heating/cooling and water heating appliances identified in the ECIP Policy and Procedures and must meet the following criteria:

8.3.4.4.1 The applicant is income eligible and submits the required documentation to complete the eligibility of the dwelling;

8.3.4.4.2 The applicant has insufficient funds to pay the cost of repairing or replacing an eligible heating or cooling appliance or for a new heating or cooling appliance;

8.3.4.4.3 The appliance condition meets one of the appliance repair/replacement criteria as defined in the ECIP Policies and Procedures; and

8.3.4.4.4 The services to mitigate and completely resolve the emergency and satisfy the relevant emergency assistance meet the timeframes as defined in the ECIP Policies and Procedures.

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8.3.5 Natural Disasters

8.3.5.1 When a dwelling that has been damaged by a natural disaster such as fire, flood, earthquake, hurricane, etc., a scope of work shall be submitted to CSD for approval prior to beginning work related to a natural disaster.

8.3.5.2 The occupant shall be certified as currently eligible and a dwelling assessment shall be performed.

8.3.5.3 Contractor may have damages repaired that are within the scope of the weatherization program if the same services will not be paid for or reimbursed by any other source.

8.4 ECIP Fast Track and HEAP Electric and Gas Pledge Guidelines

8.4.1 Contractor shall pledge all applications where the Contractor has determined the applicant has a qualifying emergency as specified in subsection 8.3.3.2.6 of Section 8.3, regardless if the benefit is issued under ECIP Fast Track or HEAP Electric and Gas, provided that the application meets the eligibility and prioritization criteria and Contractor's Utility Assistance funds are available.

8.4.2 After a pledge has been made, Contractor shall submit the application to CORE as specified in subsection 6.1.1, of Section 6.1.

8.4.3 Contractor shall determine the applicant has met the eligibility requirements prior to pledging. If an eligible applicant is subsequently determined to be ineligible, Contractor shall cancel the ineligible applicant's pledge with the Utility Company within five business days upon such determination.

8.4.4 If the applicant's pledge amount changes, Contractor shall adjust the pledge amount with the Utility Company.

8.5 SWEATS and PSPS Activity Guidelines

8.5.1 The SWEATS Policy was developed by CSD to facilitate the delivery of allowable LIHEAP emergency service provisions during an emergency such as a natural disaster or energy supply shortage or disruption. SWEATS services are further defined in guidance memorandum CPN-E-20-01 SWEATS Policy, and services shall be administered in accordance with guidelines, reimbursement provisions, and other information issued by CSD during a qualifying event. Contractor shall ensure SWEATS implementation and administration is in accordance with CPN-E-20-01.

8.5.2 The PSPS Policy was developed to facilitate the delivery of allowable services to

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low-income households medically vulnerable to the effects of energy related emergencies and residing in designated High Fire Risk Areas. Contractor shall ensure that PSPS implementation and administration is in accordance with CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy and CPN-E-20-02M3.

8.6 Quality Assurance

8.6.1 Certification

Contractor, or its designee, shall establish a comprehensive, detailed, and fully documented Quality Control procedure to assess the quality and completeness of Weatherization and ECIP EHCS work performed under this Contract. Such assurance shall be documented on the CSD Dwelling Assessment Form (CSD 540) and CSD Post Inspection Form (CSD 611) or approved Contractor's equivalent and shall be signed and dated by a certifying Contractor representative.

8.6.2 Post-Weatherization Inspections

8.6.2.1 Contractor shall perform Post-Weatherization Inspections on 100 percent of the dwellings weatherized under this Contract. Weatherization jobs where measures installed are limited to lightbulbs, water measures and alarms are exempt from receiving post-inspections.

8.6.2.2 If Contractor is unable to perform a post-inspection, Contractor must demonstrate that a reasonable attempt was made to schedule or perform the post-inspection. Attempts must be fully documented on the Agency Weatherization Inspection Report (CSD 611) and maintained in the client file. The following shall constitute a reasonable effort:

8.6.2.2.1 One phone call attempt plus one correspondence to client stating an attempt was made to inspect and offering to reschedule; or

8.6.2.2.2 One missed appointment or a client refusal plus one correspondence stating an attempt was made to inspect and offering to reschedule.

8.6.2.3 Post-Weatherization inspections shall be conducted for the purpose of assessing the quality and completeness of performed weatherization services and compliance with CSD TRM. The post-inspection shall:

8.6.2.3.1 Verify that all measures were completely installed in accordance with said terms and conditions of this Contract;

8.6.2.3.2 Review of installed measures to determine the absence of any

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feasible Mandatory Measure not installed and the installation of a measure (non-feasible measure) that may not be in compliance with said standards and the terms and conditions of this Contract;

8.6.2.3.3 Verification that the unit received shell leakage, and duct leakage testing, as applicable;

8.6.2.3.4 Verification that required CAS testing of eligible combustion appliances was performed and inspection of combustion appliances to verify the safe operating condition of combustion appliances within the dwelling residence; and

8.6.2.3.5 Verification that an energy audit was performed when required and in compliance with Energy Audit/Priority List Protocol.

8.6.2.3.6 Confirm ECM's installed as part of an energy audit meet energy audit improvement results including but not limited to: accurate reporting of dwelling characteristics, confirmation of pre and post blower door and duct testing results were accurately reported and coincided with the reported data on the Shell Leakage Datasheet (CSD 704) and Duct Leakage Datasheet (CSD 706); measured insulation R-values, accurate reported efficiencies and costs of heating/cooling and water heating appliance efficiency installations; and that the costs billed do not exceed the improvement costs identified in the Improvement Analysis Report.

8.6.2.3.7 Inspection of the unit dwelling to ensure that all identified health and safety hazards, whether pre-existing or resulting from the performance of weatherization services, have been successfully remedied.

8.6.2.4 Contractor shall ensure that Post-Weatherization Inspections are performed by trained staff successfully completing all required training as specified in Article 9.1, Training Requirements.

8.6.2.5 If Contractor subcontracts Post-Weatherization Inspection services, then Contractor must aggregate weatherization jobs to mitigate the cost associated with performing inspections. The maximum allowable cost of each post-inspection by a subcontractor is as follows:

8.6.2.5.1 Subcontractors awarded a contract through a competitive

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procurement process shall not exceed the measure maximum per inspection. The inspection rate includes all expenses related to the Post-Weatherization Inspection such as the cost of the inspection, administration, and travel costs of subcontractor.

8.6.2.5.2 Subcontractors that are part of CSD's network of LIHEAP contractors, and performing inspections under a contract, Memorandum of Understanding or similar contract, and not competitively procured in accordance with the Contractor's procurement process and procedure, shall bill actual costs for the Post-Weatherization Inspection and related expenses such as inspector wages, overhead, administration and travel costs of subcontractor. The total cost of all related expenses shall not exceed the measure maximum per inspection.

8.6.2.6 Contractor shall ensure job separation between staff performing post-weatherization inspection activities and weatherization crew personnel performing the physical installation and performance of weatherization measure services funded under this Contract.

8.6.2.7 If Contractor elects to subcontract with entities outside of CSD's network of Local Service Providers for the full installation of weatherization measures, the subcontractor performing the installation of weatherization measures shall not perform the post-weatherization inspection activities. Contractor shall ensure job separation by using Contractor's staff or another subcontractor to perform the post-weatherization inspection.

8.6.2.8 The Quality Assurance Inspector shall certify the performance of Post-Weatherization Inspections of dwelling units by completing and signing Contractor Post-Weatherization Inspection Report (CSD 611). Contractor shall retain a copy of the completed and signed form in the client file.

8.6.3 Third-Party Inspections

8.6.3.1 CSD may use a third-party inspector to review and verify that the weatherization activities performed under this Contract conform to applicable standards and practices.

8.6.3.2 Contractor or a ride-along (designated representative) shall accompany the inspector on client inspection visits and shall provide equipment to the inspector. When possible, Contractor shall make corrections during the client inspection visits.

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8.6.3.3 Contractor agrees to remedy all Nonhazardous Conditions (nonhazardous work deficiencies) noted by CSD or its designee within 20 business days of written notification.

8.6.3.4 Contractor must remedy all Hazardous Conditions resulting from weatherization measure installation in accordance with the TRM. Any Hazard Fails that are not remedied within 18 hours will require completion of the Hazardous Correction Work Plan denoting the reason why the hazardous correction is unable to be resolved within 18 hours and the action that will be taken to resolve the hazard.

8.6.3.5 Contractor must remedy all inspection corrections identified on the Comprehensive Inspection Report including confirmation of correction to CSD's third-party inspector within 20 business days.

8.6.4 Noncompliance

8.6.4.1 Contractor shall be subject to the withholding of any or all reimbursements for failure to completely resolve an identified Fail or Hazardous Condition in accordance with the TRM. The reimbursement sanction will apply to the next fiscal reimbursement request associated with the program of the weatherized unit in question. The reimbursement sanction will remain in effect until Contractor successfully resolves the Fails or Hazardous Condition and confirms the resolution with CSD and the designated Inspection Contractor. The sanction will apply to all subsequent fiscal reimbursement requests of the primary funding source in question so long as the Fails and Hazard Fails remains unresolved.

8.6.4.2 If it is determined that the Contractor has failed to resolve an identified Hazardous Condition in accordance with the Hazardous Correction Work Plan, CSD may utilize the services of the designated Inspection Contractor to successfully resolve the delinquent Hazardous Condition. Contractor will assume responsibility for costs associated with the use of Inspection Contractor's services. The costs will include labor, materials, and travel equal to the Inspection Contractor's training and technical assistance hourly rate and the total amount will be withheld from the Contractor's next request for fiscal reimbursement.

8.6.4.3 If it is determined that the Contractor has incorrectly billed CSD because a measure was not installed, or the quantity installed is less than the quantity billed, Contractor shall install the billed measure or quantity, if feasible. In cases when a physical remedy is not possible, repayment of the labor and material costs for the non-installed measure or quantity

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will be withheld from subsequent reimbursements.

8.6.4.4 Contractor will be subject to Special Conditions, in accordance with Section 10.4, if it is determined that one or more of the following conditions exist:

8.6.4.4.1 Contractor has a history of unsatisfactory performance;

8.6.4.4.2 Identification of one or more Hazardous Conditions in dwellings weatherized by Contractor;

8.6.4.4.3 Failure to remedy an identified Hazardous Condition in a timely manner; and

8.6.4.4.4 Substantial number of Nonhazardous Conditions and/or identified trends or patterns of nonconformance to installation criteria.

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ARTICLE 9 – TRAINING, LICENSING, AND CERTIFICATIONS

9.1 Training Requirements

9.1.1 CSD's statewide training program is detailed in the CSD Training Policies and Procedures Manual (TPPM) Version 3.0. Contractor shall ensure weatherization service activities covered by this Agreement are performed by properly licensed contractors and/or properly trained individuals in accordance with training requirements specified in the TPPM.

9.1.2 Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization services, the following documents:

9.1.2.1 CSD TRM;

9.1.2.2 CSD Training Policies and Procedures Manual (TPPM) Version 3.0;

9.1.2.3 Other applicable policies and procedures;

9.1.2.4 Official State and Federal Program Notices;

9.1.2.5 Current CSD Field Forms; and

9.1.2.6 Required Training Materials

9.2 Contractor Licensing

Contractors, unless otherwise exempt or their subcontractors performing basic weatherization services under this Contract shall comply with TRM and the following licensing requirements:

9.2.1 Possess and maintain an active Class "B" General Building Contractor license, issued by the Contractors State License Board (CSLB) in the name of the Contractor/qualifying individual;

9.2.2 Fulfill the requirements of, and receive certification pursuant to the Toxic Substances Control Act, Section 402 (15 USC § 2601 et seq.; 40 CFR § 745.226 & 227);

9.2.3 Contractor, unless otherwise exempt from the licensing requirement, shall upload and maintain a copy of the current Class "B" CSLB license into the CSD Training Portal.

9.2.4 Contractor is responsible for ensuring that all subcontractors have active licensing

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and are in good standing for the duration of the subcontract; and

9.2.5 Contractor shall immediately notify CSD when any changes in licensing occur.

9.3 Special Licensing - Weatherization

9.3.1 Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Cook Top and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification will always require a C-10 license.

9.3.2 Specialty subcontractors must possess all applicable licenses as required by the CSLB to carry out installation and/or repairs. Specialty licensing is required for specific measures including: C-10 Electrical Contractor (including electrical wiring upgrade/replacement and knob and tube wiring certification); C-20 Warm-Air Heating, Ventilation and Air-Conditioning Contractor; C-36 Plumbing Contractor; C-46 Solar Contractor; C-47 Mobile Home Contractor; and D-65 Weatherization Energy Conservation.

9.3.3 Contractor is responsible for ensuring that all subcontractors have active licensing and are in good standing with the CSLB for the duration of the subcontract.

9.4 Environmental Protection Agency (EPA) Certifications

9.4.1 All contractors providing services utilizing in-house crews shall be certified as an EPA Certified Firm in accordance with EPA's Renovation, Repair and Painting Program requirements (40 CFR Part 745). Contractors who subcontract all of their weatherization and ECIP EHCS services are required to be certified and shall have at least one EPA Certified Renovator on staff for subcontractor oversight purposes.

9.4.2 Contractors shall ensure that all subcontractors whose work potentially disturbs lead paint are EPA Certified Firms and have EPA Certified Renovators on staff.

9.4.3 Any contractor without the required certification will not be allowed to perform weatherization or EHCS services.

9.5 Mandatory Training

Contractor must participate in mandatory training such as eligibility start-up training, TRM training, contract review webinars, monitoring trainings and other trainings CSD deems mandatory. CSD will provide notice of mandatory training to Contractor via announcement posted on the LAP, at least ten business days prior to the date the mandatory training is scheduled to occur.

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SUBVENTION CONTRACT

COMPLIANCE REQUIREMENTS

ARTICLE 10 – COMPLIANCE POLICIES AND PROCEDURES

10.1 Right to Monitor, Audit, and Investigate

10.1.1 Contractor shall comply with any duly authorized representative of the federal or state government who is conducting a monitoring visit, audit, or an investigation in accordance with 42 USC § 8627 and Gov Code § 16366.7, as amended.

10.1.2 Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Contract are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the federal government, the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.

10.1.3 All contracts entered into by Contractor with audit firms for purposes of conducting independent audits under this Contract shall contain a clause allowing CSD or any duly authorized agent or representative of the federal or state government timely access to the working papers of the audit firm(s).

10.2 Auditing Standards and Reports

10.2.1 Auditing Standards

10.2.1.1 *Applicability.* The standards set forth in 2 CFR Part 200 Subpart F – Audit Requirements are hereby incorporated by reference.

10.2.1.2 *Supplemental Audit Guide.* In addition to the audit requirements specified above, Contractor must follow the most current CSD Supplemental Audit Guide, incorporated into this Contract by reference in Article 14. The Supplemental Audit Guide may be accessed at the CSD LAP.

10.2.2 Audit Reports

10.2.2.1 Funds provided under this Contract shall be included in an audit conducted in accordance with the provisions of 2 CFR Part 200 Subpart F – Audit Requirements, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in the U.S. Government Accountability Office's "Government Auditing Standards," July 2018 Revision, as amended April 2021.

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Please note: February 2024 revision of Government Auditing Standards is effective for financial audits, attestation engagements, and reviews of financial statements for periods beginning on or after December 15, 2025, and for performance audits beginning on or after December 15, 2025.

10.2.2.2 Organizations *below audit threshold.* Contractors falling below the federal funding threshold that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice.

Organizations below audit threshold. Contractors falling below the federal funding threshold, currently $1,000,000, that mandates a single audit may be subject to an audit and/or other fiscal- or program-specific review conducted by CSD or its agents, upon 30-day written notice. In addition, agencies will be required to submit an email to audits@csd.ca.gov certifying they fall below the audit threshold in accordance with Section 10.2.3.

10.2.2.3 The financial and compliance audit report shall contain the following supplementary financial information: a Schedule of Expenditures of Federal Awards (SEFA) in accordance with 2 CFR § 200.510. All LIHEAP grants shall be reported separately on the SEFA by program component, i.e., Weatherization (Wx) and ECIP/HEAP/Assurance 16 (EHA16). In addition, a separate Supplemental Statement of Revenues and Expenditures (SSRE) for each contract whose term ends during the single-audit fiscal year shall be included in that year's single audit. The SSRE shall report revenue and expenditures for CSD funding by contract line item and Contractor's fiscal year. The SSRE shall cover the entire contract term as required in CSD's Supplemental Audit Guide.

10.2.3 *Submission of Audit Reports.* Contractor shall submit to CSD one electronic copy of the required audit report(s) and any management letter(s) issued by the accountant, within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the Contractor's fiscal year.

10.2.4 The audit report(s) and all supplemental financial information must be submitted to the following addresses:

Electronic copy:
audits@csd.ca.gov

Upon receipt of the audit report, CSD's Audit Services Unit (ASU) will send a confirmation email within 5 to 10 business days. Contractor should verify receipt of ASU's confirmation email to ensure your single audit was received.

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10.2.5 Failure to Comply with Audit Reporting Requirements

If Contractor fails to comply with Federal statutes, regulations or the terms and conditions of this Contract, CSD may impose a high-risk designation and additional conditions, as described in CPN-A-24-01 - Single Audit Requirements and 22 CCR § 100875.

10.2.6 Collection of Disallowed Costs based on an Audit Transmittal Report (TR)

10.2.6.1 If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs, CSD shall, after consideration of Contractor's submission issue a final TR, no later than 30 days after receipt of Contractor's information or documentation. If questioned costs are determined to be owning, CSD's Fiscal Accounting Services Unit (FASU) will send an invoice. Contractor will tender payment to FASU or a repayment plan acceptable to FASU.

10.2.6.2 All statements, notices, responses and demands issued in accordance with this Section 10.2.6 shall be in writing.

10.2.6.3 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section 10.2.6.

10.3 Compliance Monitoring

10.3.1 Contractor shall substantiate that all costs claimed pursuant to this Contract are allowable and allocable under all applicable federal and state laws. To be entitled to reimbursement, Contractor must trace all allowable costs to the level of expenditure, to include providing supporting documentation reasonably necessary to substantiate the validity of such claim.

10.3.2 Contractor shall ensure that funds allocated are expended for the purposes identified in federal law and state law and are allowable and allocable costs pursuant to this contract.

10.3.3 Contractor shall comply with CSD's on-site or in-house and follow-up monitoring of Contractor to ensure that Contractor meets the Production Plan, administrative standards, financial management requirements, and other requirements of LIHEAP.

10.3.4 CSD shall provide Contractor reasonable advance notice in writing of on-site and/or in-house monitoring reviews of Contractor's program or fiscal performance.

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10.3.5 Compliance monitoring will consist of a questionnaire that Contractor will be required to complete and return to CSD within 30 calendar days from receiving the questionnaire.

10.3.6 CSD will conduct client file reviews to verify compliance with financial and program requirements. CSD shall notify Contractor of the client files requested, and Contractor shall provide the client files within five business days.

10.3.7 CSD may increase the number of client files reviewed and frequency of client file reviews based on the severity of non-compliance issues identified during the client file review process.

10.3.8 Contractor shall cooperate with CSD, including its representatives, and provide access to all programs, records, documents, resources, personnel, inventory, and other things reasonably related to the administration and implementation of the services and activities funded directly or indirectly by this Contract. To the extent Contractor maintains records and documents in an electronic format, Contractor must make such records and documents readily available to CSD: 1) for review on an appropriate electronic device provided by Contractor; and/or 2) for reproduction in electronic and/or hard copy format, as is necessary to effect the purposes of this Section 10.3. In order to realize the objectives of this subsection and to ensure that the integrity of the program, the proper expenditure of grant funds, and to prevent fraud, waste, abuse, and unjust enrichment, whether by design or inadvertence, Contractor shall cooperate with CSD as follows:

10.3.8.1 Upon request, provide a list of clients, jobs or properties to or for which LIHEAP services have been provided by Contractor, and to or for which Contractor has provided related services under other federal, State or non-governmental programs such as, but not limited to, public and private utility company programs, collectively “Associated Programs.”

10.3.8.2 With respect to such list of clients, jobs, or properties, provide CSD and/ or the investigative entities or persons referenced in Section 10.1.1, access to client files or similar records and documents of the Associated Programs for the purpose of determining whether related services have been provided that result in duplicate billings or any violation of federal or State law, this Contract, or applicable federal and/or State LIHEAP guidelines.

10.3.8.3 For purposes of this Section 10.3.8:

10.3.8.3.1 “Duplicate billing” is defined as receiving reimbursement from more than one funding source for the same expenditures or costs, whether in whole or in part, that Contractor incurs in connection with rendering a service to or for a client, job, or

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property, resulting in a total reimbursement to Contractor, from all sources, in excess of actual expenditures or costs incurred.

10.3.8.3.2 To the extent necessary to realize the objectives of this article, the term "Contractor" includes any subcontractor or agent of Contractor in possession of the files, records, or documents or other information bearing on related services under any relevant Associated Program.

10.3.8.4 Contractor has no obligation to provide access to the client files, records, and documents of an Associated Program when no LIHEAP services have been provided and the client, job, or property is not required to be on the list furnished to CSD by Contractor, as provided herein.

10.3.8.5 In the event Contractor is unable to comply with the provisions of subsections 10.3.8.1 or 10.3.8.2 because of restrictions placed on Contractor by law in connection with an Associated Program, or restrictions imposed on Contractor pursuant to a binding written contract between Contractor and the funding source of such Associated Program, then Contractor shall so inform CSD by written declaration and provide supporting documentation for such declaration. Contractor shall, together with any declaration made, certify to CSD in writing that:

10.3.8.5.1 Contractor has not submitted duplicate billings to both LIHEAP and Associated Program; or

10.3.8.5.2 Contractor has not otherwise engaged in similar actions in violation of federal or state law.

10.3.9 CSD will host a File Transfer Protocol (FTP) Server and provide Contractor with specifications, documentation, and sample of FTP file configurations screens, as necessary, to enable Contractor to use the FTP Server to upload client files, records, and documents. Contractor shall submit client files, records, and documents via the FTP to allow CSD to complete an in-house review.

10.3.10 In the event that CSD determines that Contractor is not in compliance with material or other legal requirements of this Contract, CSD shall provide the observations, recommendations, or findings and request for a corrective action plan to Contractor in writing. Contractor shall submit to CSD a specific action plan for correcting the noncompliance.

10.3.11 Collection of Disallowed Costs

10.3.11.1 In the event questioned costs are identified in a final decision on cost

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disallowance issued by CSD, Contractor shall comply with any demand for repayment, as specified in such final report.

10.3.11.2 *Time for response.* Contractor shall have no less than 30 calendar days from receipt of the final decision to tender payment to CSD or, alternatively, to provide CSD with complete and accurate information or documentary evidence in support of the allowability of questioned costs.

10.3.11.3 Notice after review of further supporting evidence. If Contractor challenges questioned costs and submits complete and accurate information or documentary evidence in support of the allowability of questioned costs as provided above in subsection 10.3.11.2, CSD shall, after consideration of Contractor's submission, accordingly, issue a revised Notice of Disallowed Costs, if any, no later than 30 days after receipt of Contractor's information or documentation. Contractor shall have 15 days from receipt of such Notice to tender payment or a repayment plan acceptable to CSD. In the alternative, Contractor may request a hearing in accordance with subsection 10.4.4.6 of this Contract, for CSD's final determination of disallowed costs.

10.3.11.4 All statements, notices, responses and demands issued in accordance with this Section shall be in writing.

10.3.11.5 CSD may, at its discretion, reasonably extend the time periods allowed for responses specified in this Section.

10.4 Enforcement Process - Noncompliance with Requirement of this Contract

10.4.1 Tax-Exempt Status Requirement

Nonprofit charitable organizations must maintain their 501(c)(3) tax-exempt status as a requirement for continued LIHEAP grant reimbursements and participation under the current Contract. All 501(c)(3) contractors shall notify CSD within one business day upon revocation of their tax-exempt status and cease all work performed under this Contract. CSD will halt all payments to Contractor while its nonprofit, tax-exempt status is revoked. Work performed prior to the revocation, but billed after such notice is received, shall be timely reimbursed to the Contractor. In addition, CSD may take additional enforcement steps consistent with federal and state law and this Contract.

10.4.2 General

The authority for CSD Enforcement Actions, as defined in Section 10.4.3, for cost disallowances/ recovery of misused funds, and for de-designation of eligible

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entity status (collectively "Enforcement Process") is found in the Uniform Administrative Requirements, and in state regulations (see 22 CCR § 100875). Contractor agrees that: 1) the present article shall guide, inform and clarify the Enforcement Process; 2) shall establish the procedures to be followed; and 3) establish the rights and obligations of the parties with respect to the Enforcement Process, for purposes of implementing the principles set out in the applicable legal authorities.

10.4.3 Enforcement Action, "High Risk" – Determination and Notice

10.4.3.1 If CSD determines that Contractor is not financially stable, and that Contractor's financial condition is so tenuous that its ability to implement this Contract is seriously compromised, or if CSD determines that Contractor has not complied with the requirements of this Contract and that Contractor's noncompliance constitutes a material breach of the Contract, CSD may initiate an Enforcement Action. For purposes of this article, "Enforcement Action" means the imposition of any of the following: a) special conditions and/or sanctions; b) a determination of cost disallowance; c) contract suspension; d) contract termination; or e) termination of Contractor's service provider status.

10.4.3.2 To initiate an Enforcement Action, CSD must provide Contractor with written notice of "high risk" designation, setting forth: 1) the factual and legal basis for the determination of noncompliance, upon which the "high risk" designation is based; 2) the corrective action(s) required; and 3) the date by which the corrective action must be taken and completed.

10.4.3.3 For purposes of this article, "material breach" means any act or omission by Contractor that is in contravention or disregard of Contractor's duties and obligations under the terms of this Contract and under applicable State and federal law, which act or omission:

10.4.3.3.1 Constitutes fraud or gross negligence by Contractor or its agent(s);

10.4.3.3.2 Is likely to result in significant waste and/or abuse of federal funds;

10.4.3.3.3 Has a significant adverse impact on Contractor's ability to meet its administrative, financial, or programmatic duties and obligations over the term of the Contract or a significant portion thereof;

10.4.3.3.4 Violates or otherwise disregards significant program guidance and other requirements of the Federal Government,

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whether issued directly or through CSD;

10.4.3.3.5 May have serious adverse effects and consequences on the Contractor's customers, employees, subcontractors, creditors, suppliers, vendors, or other stakeholders; or

10.4.3.3.6 May otherwise significantly and adversely affect the viability, effectiveness, or integrity of the program.

10.4.4 Special Conditions and Sanctions

10.4.4.1 "High risk" designation may include the imposition of Special Conditions, Sanctions and/or other special requirements with respect to Contractor's performance. CSD may impose Special Conditions and/or Sanctions upon a determination that such steps are reasonably necessary to address acute financial instability or a material breach of contract, as defined in Section 10.4.3, above.

10.4.4.2 Notice of Special Condition(s) and/or Sanction(s) shall be in writing and shall become effective on the date specified in the notice. Notice must contain the following information:

10.4.4.2.1 The nature of the Special Condition(s) and/or Sanction(s) being imposed;

10.4.4.2.2 The reason(s) for imposing Special Condition(s) and/or Sanction(s); and

10.4.4.2.3 The corrective actions that must be taken and the time allowed for completing them before CSD removes the Special Condition(s) and/or Sanction(s).

10.4.4.3 Special Conditions may include, but are not limited to:

10.4.4.3.1 Obtaining training and/or technical assistance;

10.4.4.3.2 The imposition of special or additional reporting requirements;

10.4.4.3.3 Special or conditional cost reimbursement requirements and procedures;

10.4.4.3.4 The provision of documentation by Contractor; and/or

10.4.4.3.5 The requirement to amend or modify systems, procedures,

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and/or policies.

10.4.4.4 Sanctions may include, but are not limited to:

10.4.4.4.1 The suspension of advances and/or reimbursements; and/ or

10.4.4.4.2 The issuance of stop work orders.

10.4.4.5 Sanctions may not be imposed without a hearing being first held in accordance with applicable regulations, unless CSD reasonably determines on the basis of credible information that:

10.4.4.5.1 Substantial sums to be paid to Contractor have been or will be used in violation of law or the provisions of this Contract; or

10.4.4.5.2 The associated costs are otherwise very likely to be disallowed; and

10.4.4.5.3 If Sanctions are not immediately imposed, taxpayer dollars are at significant risk and are unlikely to be recovered.

10.4.4.6 Review of Special Conditions and/or Sanctions.

10.4.4.6.1 If Contractor elects to contest the action to impose Special Conditions and/or Sanctions, Contractor shall have five business days following receipt of Notice of Enforcement Action in which to show cause, in writing, why the Special Conditions or Sanctions should not be enforced.

10.4.4.6.2 CSD shall have five business days following receipt of Contractor's response to accept or reject Contractor's objection and to state in writing the consequences of the decision and Contractor's obligations going forward, if any.

10.4.4.6.3 Contractor may, within five business days of receipt of Notice of Enforcement Action, request an informal meeting for the parties to consider the merit of the Notice and to discuss alternative courses of action, which meeting CSD may agree to if, in its sole judgment, it determines the meeting would be helpful to the process, can be held expeditiously, and will not unduly cause delay or otherwise increase the risk of loss of taxpayer dollars.

10.4.4.6.4 Contractor may, at any time, request in writing that CSD

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initiate the contract suspension or contract termination processes, to include the requisite hearings, as set out in 22 CCR § 100875.

10.4.4.6.5 Should Contractor fail to show cause why the Enforcement Action should not go forward, or should Contractor fail to request that CSD initiate either the contract suspension or termination processes, CSD may initiate such action upon its own motion.

10.4.4.6.6 Special conditions and sanctions shall remain in effect until the hearing procedure is completed, provided, with respect to sanctions, CSD reasonably determines that subsection 10.4.4.5 applies.

10.4.5 Cost Disallowance

10.4.5.1 If Contractor's non-compliance with the terms of this Contract results in an enforcement action, and if CSD determines that Contractor's non-compliance has resulted in questioned costs, CSD shall provide Contractor with a Statement of Questioned Costs along with the Notice of Enforcement Action, or at such later time in the Enforcement Process as questioned costs have been identified.

10.4.5.2 The Statement of Questioned Costs shall include:

10.4.5.2.1 A description of the costs questioned and the specified amount by type or category of costs;

10.4.5.2.2 The reason the costs are questioned, and the information and/ or documentation required to justify payment of the costs; and

10.4.5.2.3 The timeframe and procedures for Contractor's submission of the required information or documentation to CSD.

10.4.5.3 If CSD determines that more information is required before a Statement of Questioned Costs can be issued or before a final determination of cost disallowance can be made, CSD may conduct an investigative audit of Contractor's records, files and books of account, or retain an audit firm for such purpose. Contractor shall cooperate fully in any audit conducted and to ensure that Contractor's agents, accountants and subcontractors cooperate in the performance of such audit. A report of any audit conducted shall be shared with Contractor, who shall be given ample opportunity to respond to findings and to submit information and

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documentation in support of the response. If Contractor fails to cooperate in the conduct of an audit, initiated pursuant to this subsection, CSD may either impose sanctions, as provided in subsection 10.4.4 or, if feasible, issue a Notice of Disallowed Costs.

10.4.5.4 After CSD has considered any information and/or documentation submitted by Contractor in response to a statement of questioned costs or in response to an investigative audit report, CSD shall issue a Notice of Disallowed Costs, which notice shall include:

10.4.5.4.1 The amount of disallowed costs to be repaid, if any; and

10.4.5.4.2 The date by which repayment must be made or, in the alternative,

10.4.5.4.3 The date by which Contractor must submit a proposed repayment plan for consideration by CSD.

10.4.5.5 Before the expiry of five business days after receipt of a Notice of Disallowed Costs, Contractor may challenge the Notice of Disallowed Costs by requesting a hearing, conducted in accordance with the procedures set out in 22 CCR § 100875, for the purpose of adjudicating the matter of cost disallowance, provided however that either Contractor or CSD may opt to adjudicate other pending Enforcement Action matters, as provided in subsection 10.4.4.6. of this section, in a combined proceeding.

10.4.5.6 If Contractor fails to request a hearing to adjudicate cost disallowance, as provided in subsection 10.4.5.5, the Notice of Disallowed Costs shall be deemed final and Contractor shall comply with the provisions of the present Section 10.4.5.

10.4.5.7 Contractor will not be deemed to have complied with a Notice of Disallowed Costs until repayment is made or CSD has approved a repayment plan. In determining the acceptability Contractor's repayment plan, CSD shall take into consideration such factors as, but not limited to:

10.4.5.7.1 Federal requirements or conditions applicable to the grant(s) under which the disallowed costs were funded;

10.4.5.7.2 The exigencies of the grant program and CSD's ability to reallocate the funds repaid or otherwise dispose of the funds in accordance with applicable law;

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10.4.5.7.3 The risk of being unable to recover funding and the options for securing Contractor's repayment obligation; and

10.4.5.7.4 Contractor's financial condition and ability to pay.

10.4.6 Contractor shall remain on "high risk" until CSD reasonably determines that Contractor has complied with the requirements of the Notice of "High Risk" Designation, including verification by CSD that corrective measures have been implemented, that all conditions have been met and that disallowed costs have been repaid or, alternatively, that CSD has deemed Contractor's repayment plan to be acceptable and Contractor has demonstrated it is in compliance with the plan. Upon determination that Contractor has complied with the requirements of the Notice of "High Risk" Designation, CSD shall give Contractor written notice of such determination.

10.4.7 In the event Contractor's non-compliance with the terms and conditions of this Contract are not remedied through imposition of special conditions, and/or sanctions, thereby enabling CSD to remove "high risk" designation, CSD may initiate further Enforcement Actions involving Contract Suspension, Contract Termination and Termination of service provider status, which shall be initiated and conducted in accordance with the applicable provisions found in 22 CCR § 100875 and other applicable State and federal statutes and regulations.

10.4.8 Lien rights

The State retains lien rights on all funds advanced.

10.5 Service Delivery and Expenditure Requirements

10.5.1 Service Delivery and Expenditure of Funds

10.5.1.1 Contractor shall, in accordance with Government Code §16367.5, be afforded maximum flexibility and control, within the parameters of federal and state law, in the planning, administration, and delivery of LIHEAP services. Regardless of the modalities and techniques utilized, Contractor is obligated: a) to ensure that the maximum numbers of persons are served, consistent with the effective and efficient service delivery, with program requirements and with applicable law; and b) to fully expend program funds by the date identified in the contract.

10.5.1.2 A substantial failure to expend funds and provide services to readily available qualified applicants, except for compelling reasons beyond Contractor's control, shall be deemed prima facie evidence of breach of contract and may constitute grounds for "high risk" designation and the applicable remedies as provided in Section 10.4, "Enforcement Process

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– Noncompliance with the Requirements of this Contract." Such failure of performance may, in accordance with the provisions of this article, result in a reduction in Contractor's grant allocation and the redistribution of future funding to other performing service providers.

10.5.2 Contractor Expenditure and Reporting Requirements

Contractor shall be at 99 percent expenditure of the Contract by January 31, 2028.

10.5.2.1 CSD will monitor Contractor's expenditures to evaluate compliance with meeting expenditure requirement by January 31, 2028 for each program category, including capped budget items.

10.5.2.2 Contractor shall submit timely expenditure reports, that allow CSD to evaluate Contractor's ability to meet the January 31, 2028, expenditure date requirement. Based upon these reports, CSD may determine that Contractor has not met the expenditure requirement and is out of compliance with this Contract.

10.5.2.3 Should the Contractor's actual expenditure trend indicate the Contractor is unlikely to expend at least 99 percent by January 31, 2028, the Contractor will notify CSD no later than January 10, 2028, requesting to expend beyond January 31, 2028.

10.5.3 Contractor's Upcoming Program Year LIHEAP Performance Allocation Methodology

CSD shall determine Contractor's upcoming program year LIHEAP Contract Allocation Methodology based on performance expenditure requirements in Section 10.5.2. and distributed according to the following criteria:

10.5.3.1 Category A: If Contractor meets the performance requirements of Section 10.5.2 and reported no later than February 28, 2028, Contractor will receive their full allocation and a percentage of any redistributed funds not allocated to another contractor that fall into Category C, in Section 10.5.3.3.

10.5.3.2 Category B: If Contractor expends 99 percent of their allocation by February 28, 2028, and reported no later than March 31, 2028, Contractor will receive their full allocation but will not be eligible to receive any redistributed funds.

10.5.3.3 Category C: If Contractor does not expend at least 99 percent of their allocation by February 28, 2028 and reported no later than March 31, 2028, the remaining 2027 LIHEAP allocation will be offset by the

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balances remaining recorded as of the January 31, 2028 expenditure period reported no later than February 28, 2028.

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SUBVENTION CONTRACT

CERTIFICATIONS AND ASSURANCES

ARTICLE 11 – FEDERAL AND STATE POLICY PROVISIONS

11.1 Certifications

11.1.1 Contractor's signature affixed to this Contract shall constitute a certification that to the best of its ability and knowledge it will, unless exempted, comply with the provisions set forth in the following:

11.1.1.1 Contractor Certification Clauses (CCC-04/2017)

11.1.1.2 Safeguarding Access to State Data (Department of Finance, Budget Letter 04-35)

11.1.1.3 Safeguarding Against and Responding to a Breach of Security Involving Personal Information (Office of Information Security and Privacy Protection, Management Memo 08-11).

11.1.2 The above documents are hereby incorporated by reference into this Contract. To access these documents, please visit the CSD LAP.

11.1.3 Executive Order N-6-22 – Russia Sanctions. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11.2 Provisions for Federally Funded Grants

11.2.1 Contractor certifies that it possesses legal authority to apply to the State for LIHEAP funds and assures compliance with the purposes as set forth in 42 USC § 8621 et seq., as amended.

11.2.2 Eligibility to Receive Federally Funded Public Benefits

Pursuant to the Personal Responsibility and Work Opportunity Reconciliation Act

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of 1996 (PRWORA) (Public Law (Pub. L.) 104-193), as amended, and Executive Order W13596, dated August 27, 1996, while in effect, applicants for federally funded public benefits are required to provide proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status. (8 USC §§ 1611, 1612, & 1642.) Contractor shall verify client eligibility in accordance with CSD Applicant Verification of Eligibility Procedures and Regulations, forms, and other written guidance provided by CSD.

11.2.3 Under the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) Section 508, and NO VERIFICATION REQUIREMENT FOR NONPROFIT CHARITABLE ORGANIZATIONS, Section 432 (d) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 USC § 1642 et seq.) as amended, Nonprofit Charitable Organizations are exempt from the requirement to determine, verify, or otherwise require proof of U.S. citizenship, U.S. non-citizen national, or qualified alien status of any applicant for such benefits in providing any Federal public benefit (as defined in 8 USC § 1611(c)) or any State or local public benefit (as defined in 8 USC § 1621(c)). (Pub. L. 104-208, Title V, Section 508; and 8 USC § 1642(d)).

11.2.4 Federal Funding Accountability and Transparency Act reporting requirement (FFATA) (Pub. L. 109-282).

Pursuant to the FFATA, CSD is required to report information regarding contractors (sub-awardees) receiving LIHEAP funds. Contractor must complete CSD form 279 and return with the Contract to enable CSD to comply with FFATA reporting requirements including information regarding executive compensation and all subawards, contracts, and subcontracts in excess of $25,000 through the Federal Subaward Reporting System (https://www.fsrs.gov/) and in accordance with the terms found in Federal regulations at 2 CFR Part 170, including Appendix A.

CSD may issue guidance and/or Amendment(s) to this Contract, establishing additional reporting requirements as necessary to ensure compliance with the FFATA or other Federal and State regulations, as applicable.

11.2.4.1 Salary Limitation – Federal Executive Level II. Federal funds for grant programs consistently include a provision as part of the Consolidated Appropriations Act of 2017 (e.g., Pub. L. 115-31, May 5, 2017) from Congress that the amount that "shall be used to pay the salary of an individual, through the grant or other extramural mechanism" including non-federal share, must not exceed the amount of the Federal Executive Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2025/executive-senior-level under the "Rates of

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Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entity's organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

11.2.5 Human Trafficking Provisions. Contractor is subject to the requirements of Section 106(g) of the "Trafficking Victims Protection Act of 2000" (22 USC § 7104). The full text of this requirement can be found at https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons.

11.2.6 Prohibition on Expending HHS Award Funds for Covered Telecommunications Equipment or Services. Pursuant to the "Prohibition on certain telecommunications and video surveillance services or equipment" (2 CFR § 200.216), contractors are prohibited from expending grant funds on "equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities").

11.3 Federal Certifications Regarding Debarment, Suspension, and Related Matters

Contractor hereby certifies to the best of its knowledge that it or any of its officers, or any subcontractors:

11.3.1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. For purposes of this certification of subcontractor eligibility, Contractor may rely on information available at Sam.gov;

11.3.2 Have not within a three year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

11.3.3 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 11.3.2 above of this certification; and

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11.3.4 Have not within a three-year period preceding this Contract had one or more public (federal, state, or local) transactions terminated for cause or default.

11.3.5 If any of the above conditions are true for the Contractor or any of its officers, Contractor shall describe such condition and include it as an attachment to the Contract. Based on the description, CSD in its discretion, may decline to execute this Contract or set further conditions for this Contract. In the event any of the above conditions are true and not disclosed by Contractor, it shall be deemed a material breach of this Contract, and CSD may terminate this Contract for cause immediately pursuant to the termination provisions of State and federal law governing the Low Income Home Energy Assistance Program.

11.3.6 No entity may participate in LIHEAP in any capacity or be a recipient of LIHEAP funds if the organization has been found ineligible for participation in federal assistance programs or activities. (Executive Orders 12549 and 12689, 2 CFR Parts 180 and 376.) All Contractors must obtain a Unique Entity Identifier assigned by the System for Award Management (SAM) if they do not already have one. CSD will check the SAM to verify that the Contractor is not debarred, suspended, or ineligible.

11.4 Affirmative Action Compliance

11.4.1 Each contractor or subcontractor with 50 or more employees and a contract of $50,000 or more shall be required to develop a written Affirmative Action Compliance Program.

11.4.2 The written program shall follow the Equal Employment Opportunity clause obligations set forth in Title 41 of the Code of Federal Regulations, Subtitle B, Section 60-1.40, Sections 60-2.10 through 60-2.32, and Sections 60-741.1 through 60-741.47.

11.4.3 Each contractor with less than 50 employees shall comply with Executive Order 11246, Part II, Section 202, as amended by Executive Order 11375. Contractor shall ensure that subcontractors falling within the scope of this provision shall comply in full with the requirements thereof.

11.5 Nondiscrimination Compliance

11.5.1 Contractor certifies that it will, unless exempted, comply with the nondiscrimination program requirements set forth in this section.

11.5.2 Contractor hereby certifies compliance with the following:

11.5.2.1 Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 USC §§ 2000d et seq. and 2000e et seq.);

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11.5.2.2 The Rehabilitation Act of 1973, as amended (29 USC §§ 701 et seq.);

11.5.2.3 Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended (38 USC § 4211 et seq.; 41 CFR Subtitle B, Part 60-300);

11.5.2.4 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (41 CFR Subtitle B, Chapter 60, as amended);

11.5.2.5 Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 USC § 12101 et seq.);

11.5.2.6 Age Discrimination Act of 1975 (42 USC §§ 6101 et seq.); and

11.5.2.7 Title 45 CFR Part 80.

11.6 Contractor Fair Hearing - Civil Rights Act Violation

11.6.1 In the event of any violation or alleged violation of Title VI of the Civil Rights Act of 1964, as amended, (42 USC § 2000d et seq.). Contractor has the right to request a fair hearing in response to such violation or alleged violation within 30 calendar days from the date of such action.

11.6.2 The HHS will conduct such fair hearing in accordance with Title 45, Code of Federal Regulations, Part 81.

11.7 Specific Assurances

11.7.1 Pro-Children Act of 1994

11.7.1.1 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State, Territories, local and Tribal governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, subawards, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.

11.7.1.2 The above language must be included in any subawards that contain provisions for children's services and that all subawards shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to

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$1,000 per day.

11.7.2 American-Made Equipment/Products

Contractor shall assure, pursuant to the Buy American Act of 1933 (41 USC § 8301 et seq.), to the extent practicable, that all equipment and products purchased with funds made available under this Contract shall be American made.

11.7.3 Federal and State Occupational Safety and Health Statutes

Contractor assures that it shall be in compliance with the provisions as set forth in Federal and State Occupational Safety and Health Statutes: the California Safe Drinking Water and Toxic Enforcement Act of 1986 (Health & Safety Code §§ 25249.5 et seq.); Universal Waste Rule (Hazardous Waste Management System: Modification of the Hazardous Waste Recycling Regulatory Program) (63 FR 71225, codified at 40 CFR Parts 266 & 273); and California Workers' Compensation laws (Labor Code §§ 3200 et seq.).

11.7.4 Political Activities

11.7.4.1 Contractor shall refrain from all political activities if such activities involve the use of any funds that are the subject of this Contract.

11.7.4.2 Contractor is prohibited from any activity that is designed to provide voters or prospective voters with transportation to the polls or to provide similar assistance in connection with an election if such activities involve the use of any funds that are subject to this Contract.

11.7.5 Lobbying Activities

11.7.5.1 Contractor shall refrain from all lobbying activities if such activities involve the use of any funds that are the subject of this Contract or any other fund, programs, projects, or activities that flow from this Contract.

11.7.5.2 If Contractor engages in lobbying activities, Contractor shall complete, sign and date the CERTIFICATION REGARDING LOBBYING/DISCLOSURE OF LOBBYING ACTIVITIES, as required by the HHS (45 CFR Part 93, Appendix A).

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SUBVENTION CONTRACT

ARTICLE 12 – GENERAL TERMS AND CONDITIONS GTC 02/2025

The California General Terms and Conditions (GTC 02/2025), hereby incorporated into this Contract by reference, is available at the following web address:

https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

Click the “GTC 02/2025” link to download the current requirements.

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SUBVENTION CONTRACT

ARTICLE 13 - DEFINITIONS

All terms used in this Contract shall be those as defined in applicable federal and state law (see 42 USC §§ 8621 et seq. and Government Code § 16367.5) and regulation (see 45 CFR Part 96 and 22 CCR § 100800), or as more specifically defined as:

Administrative Costs: Actual costs for auxiliary functions such as salaries, wages, workers compensation, and fringe benefits for administrative staff, facilities, utilities, office and computer equipment, telephone, travel, accounting, auditing, monitoring assistance, office supplies, and like services necessary to sustain the direct effort involved in administering a grant program or an activity providing services to the grant program. Includes incurred costs associated with participation and attendance to policy advisory committee meetings and workgroups.

Contract: The complete contents of this contract entered into by and between CSD and Contractor, including all rights, duties, and obligations, whether expressed or implied, required toward the legal performance of the terms hereof.

Amendment: A formal change to the Contract of a material nature including but not limited to the term, scope of work, or name change of one of the Parties, or a change of the maximum amount of this Contract.

Authorized Agent: The duly authorized representative of the Board of Directors of Contractor and duly elected or appointed, qualified, and acting officer of CSD. In the case of Contractor, CSD shall be in receipt of board resolution affirming an agent's representative capacity to bind Contractor to the terms of this Contract.

Assurance 16: Activities and/or services provided by the Contractor that encourage and enable households to reduce their home energy needs and thereby the need for energy assistance. Such activities and/or services include, but are not limited to, needs assessments, counseling, and assistance with energy vendors.

CSD Program Advisory (CPA): The purpose of the CPA is to provide information, correct problems, contradictions and uncertainty. A CPA serves as short-term guidance to inform or direct immediate action to correct a problem or provide relief from an obligation.

CSD Program Notice (CPN): The purpose of the CPN is to supplement contractual requirements and facilitate program implementation. A CPN serves as long term guidance to summarize or interpret regulations or contract requirements.

Call-Back: A call-back is a visit from Contractor that occurs when a measure fails (either during inspection, or later within the warranty period) and must be corrected by the Contractor. The required warranty periods are defined in TRM. Warranty corrections apply to both the LIHEAP and DOE or DOE IIJA weatherization programs.

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California Certified Inspector/Risk Assessor Contractor: An individual who is certified by the State of California, Department of Health Services, as a lead-related construction Inspector/Risk Assessor.

California Energy Commission (CEC) Climate Zone: The CEC established 16 climate zones that represent a geographic area and that have a particular weather pattern. These climate zones are based on energy use, temperature, weather, and other factors that determine the types of building standards that are subject to the Title 24 Energy Efficiency Standards and that dictate the energy conservation measures that must be installed in a weatherized dwelling, as required by law.

Categorically Eligible: Certain households will be determined "categorically eligible" to participate in LIHEAP without consideration for income, as long as the household meets all the eligibility criteria. This policy only applies to households receiving CalWORKs and CalFresh.

Certified Lead-Free: Residential property that has been determined by a California Certified Inspector/Risk Assessor Contractor to be absent from the presence of lead-based paint.

Certified Lead-Safe: Residential property in which lead-painted surfaces are intact and/or have been treated with measures to stabilize and eliminate lead-paint hazards and that, as such, poses no immediate threat to the occupants as determined by a California Certified Inspector/Risk Assessor Contractor.

Certified Translator: A translator that has been certified to translate a specific language and are often members of a professional translation association such as American Translators Association and American Literary Translators Association, etc.

Children: Members of a household who have not attained their 19th birthday.

Client Education/Counseling: Includes, but is not limited to, providing client with written information describing energy-saving behavioral adjustments that will decrease the energy consumption of the household; providing client with resource information, referral, and budget counseling in order to assist clients in achieving self-sufficiency; providing client with mold and lead-safe education and advising client of the benefits of weatherization in their homes.

Client Needs Assessment: The act of acquiring additional and appropriate information from an eligible client to determine the needs that can be served by Contractor and other available programs after eligibility has been established.

Contractor: The entity (partnership, corporation, agency, or association) designated on the face sheet of the Standard Agreement (STD 213) of this Contract.

CORE: Combined Outcome Reporting Engine (CORE) System: Software used by CSD's Local Service Providers to submit Utility Assistance, Wood, Propane, and Oil transaction records for validation and further processing.

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Crisis: Weather-related and/or supply-shortage emergencies and other household energy-related emergencies that negatively impact the energy-related economic conditions of low-income households. A crisis can be caused by:

a. Cold or hot weather-related events, such as flood, earthquake, tornado, hurricane, ice storm/freeze; or events meeting such other criteria as the Governor, and/or the President of the United States, at their discretion, and/or their designee, including CSD, may determine to be appropriate; or

b. Geopolitical events, such as wars, terrorism, civil disturbances, and embargoes, including geopolitical events that negatively impact the energy-related economic conditions of low-income households.

CSD: The State of California Department of Community Services and Development.

Database Transfer: A method wherein contractors utilize a local database platform to provide CSD with downloaded client and other program data.

Diagnostic Testing: Series of testing protocols performed under the weatherization program involving the use of specialized tools to assess: the operating condition of combustion appliances for general safety and carbon monoxide emission levels, and pressurized diagnostic testing procedures to assess the integrity of building envelopes and duct systems for leakage and outside air infiltration. Diagnostic tests shall only be performed by qualified individuals possessing the required skill and training needed to perform diagnostic testing activities.

Direct Services: The portion of the LIHEAP funding to carry out the provisions of LIHEAP services and activities of this Contract, to include: Weatherization, Energy Crisis Intervention Program (ECIP) Services (excluding Utility Assistance), and Wood Propane and Oil (WPO).

DOE:The United States (U.S.) Department of Energy that provides funds for the Weatherization Assistance Program for Low-Income Persons. This program is authorized by Title IV of the Energy Conservation and Production Act (Pub. L. 94-385; 42 USC § 6801). The federal regulations for this program are in 10 CFR Part 440.

Dwelling Assessment: The process used to evaluate the service needs of an eligible dwelling for weatherization services offered under the DOE or DOE IIJA and LIHEAP weatherization programs. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Dwelling Unit: A house, including a stationary mobile or manufactured home, an apartment, a group of rooms, or a single room occupied as separate living quarters.

EHA-16: A term used to reference Emergency Crisis Intervention Program, Home Energy Assistance Program and Assurance-16 service components.

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Elderly: An individual 60 years of age or older.

Electronic File: A contract or other record created, generated, sent, communicated, received, or stored by electronic means.

Emergency: Meets the federal definition at 42 USC § 8622(1) and shall be defined as being any one or more of the following conditions:

a. A natural disaster (whether or not officially declared);

b. A significant home energy supply shortage or disruption;

c. An official declaration of a significant increase in:

   i. Home energy costs;

   ii. Home energy disconnection;

   iii. Enrollment in public benefit programs; or

   iv. Unemployment and layoffs;

d. An official emergency declaration by the Secretary of Health and Human Services.

   In those situations where there is not an official federal, state, or local declaration of emergency, e.g., an undeclared natural disaster or a significant home energy supply shortage or disruption that affects a low-income individual, an emergency will be deemed to exist by CSD where there is imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

Energy Burden: The expenditures of the household for home energy divided by the income of the household.

Energy Code Compliance (ECC) Program: On January 1, 2026, the 2025 Energy Code introduced the new Energy Code Compliance (ECC) Program to replace the field verification and diagnostic testing provisions of the Home Energy Rating System (HERS) program. ECC-verifications are part of the permitting process. A qualifying application for a permit must include a registered certificate of compliance, and the project will be rated by the version of the code that was effective when the job was permitted. When compliance for an alteration requires ECC field verification, it must be completed by an ECC-Rater.

Energy Conservation Measures (also known as Weatherization Measures): A wide variety of measures installed in or applied to the dwelling to increase the energy efficiency or to reduce the total energy expenditures of the dwelling.

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Environmental Testing: Environmental testing is limited to asbestos testing when a major energy savings measure might be sacrificed as a result of Presumed Asbestos Containing Material (e.g., for vermiculite insulation) and shall be in accordance with all CSD policies and procedures and in compliance with all Federal and State regulations. Allowable costs include actual labor costs while on the jobsite and testing fees associated with the inspection.

Final Allocation: The actual amount of funds available to Contractor under this Contract, as calculated pursuant to Title 22, California Code of Regulations, Section 100830 after CSD receives the notice of grant award for the full annual allocation based on the appropriation by Congress for the Federal Fiscal Year, and as publicly announced by CSD's Director or designee, subsequent to the execution of this Contract.

General Operating Costs: Costs that are directly allocable to those costs defined as related facilities, office and computer equipment, office supplies, telephone, travel and materials and activities to prevent exposure to COVID-19 as allowable program costs.

Hazardous Condition: Any condition posing an immediate health and safety threat to the client and/or persons working in the dwelling unit. Hazardous conditions include but are not limited to: Combustion Appliance Safety (CAS) hazards, appliance-related hazards, and electrical hazards as defined in the CSD TRM.

Heating/Air Conditioning Appliance Repairs/Replacements: The complete unit replacement, adjustments of gas pressure and/or air/fuel mixture, replacement of thermocouples, adjustment of refrigerant charge, filter replacements, or other component repairs or replacements necessary for safe and efficient operation.

Health and Safety Measures: A category of weatherization measures installed to mitigate health and safety hazards generated by combustion appliances and to preserve or improve indoor air quality. These measures include CO alarms, smoke alarms, heating/cooling and water heater repairs and replacements, Environmental Hazard Work weatherization and kitchen cooking appliance repair and replacements.

Highest Home Energy Needs: The home energy requirements of a household determined by taking into account both the energy burden of such household and the unique situation of such household that results from having members of vulnerable populations, including very young children (0-5), individuals with disabilities, and frail, older individuals (60+).

Home Energy Rating System (HERS) Provider: See Energy Code Compliance (ECC) Program.

HUD Unit: A housing unit participating in a U.S. Department of Housing and Urban Development (HUD) Assisted Housing Program.

Infiltration Reduction Measures: A subcategory of weatherization measures installed in or applied to dwellings to reduce or stop the uncontrolled flow of conditioned air out of the

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dwelling or the uncontrolled flow of outside air into conditioned areas in the dwelling. Infiltration reduction is best accomplished with shell leakage technology

Intake Date: The date the Contractor receives or accepts the application.

Interim Allocations: Incremental releases of Continuing Resolution appropriations by CSD to fund LIHEAP Direct Services and Utility Assistance program activity under this Contract.

Interest Income: The interest earned by a Contractor directly generated or earned as a result of unexpended LIHEAP grant funds at the end of a contract term period. The interest earned by a Contractor is income generated as a result of depositing federal funds in an interest-bearing account.

Labor and Material Measures: Those measures where the measure reimbursement is based on the combined total of labor and material and the quantity of the measure itself is not limited to a specific amount per weatherized dwelling.

Labor and Material Single-Quantity Measures: Those weatherization measures where the reimbursement is based on the combined total of labor and material cost and the maximum quantity of the measure is limited to a single item per weatherized dwelling.

Liability Insurance: Insurance coverage to protect against claims alleging one's negligence or inappropriate action resulting in bodily injury or property damage. Related costs shall mean those actual costs allocated for insurance bonds, general liability insurance, and pollution occurrence insurance. Pollution occurrence insurance is optional.

Life-Threatening: Applicant is without heating, cooling, or utility service during extreme weather conditions, as determined by the local administrative agency. This may include energy-related situations that pose a threat to the health and safety of one or more members of the household.

Major Vehicle and Field Equipment Costs: Actual costs associated with the purchases of vehicles, office equipment and field equipment $10,000 or greater per unit used for the purpose of delivery of direct services. Pre-approval from CSD is required. Field equipment means diagnostic equipment and related equipment. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Materials: Materials are those allowable items that are installed in or on the dwelling. All materials shall be in conformance with the CSD TRM and 10 CFR Part 440 Appendix A – Standards for Weatherization Materials.

Maximum Amount: The dollar amount reflected on line 3 of the face sheet of the Standard Agreement (STD 213) of this Contract, as amended to reflect the Final Allocation for the term of this Contract.

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Migrant Farm Worker: A seasonal farm worker who performs or has performed farm work during the eligibility determination period (any consecutive 12-month period within the 24-month period preceding application for program benefits and/or services) that requires travel such that the worker is unable to return to his/her domicile (permanent place of residence) within the same day. Migrant farm worker is not a term used in the contract but is captured for reporting purposes in CSD's Weatherization Database, CSD's financial reporting system, and Intake Form (CSD 43).

Minor Vehicle and Field Equipment Costs: Actual costs associated with the purchase of vehicle, office equipment and field equipment under $10,000 per unit used for the purpose of delivery of program services. Purchases must follow all federal and state rules and regulations governing LIHEAP pertaining to procurement standards.

Mobile or Manufactured Home: A manufactured home regulated by the California Department of Housing and Community Development (HCD) that is built on a trailer chassis and designed for highway delivery to a permanent location, and it can be a single-, double-, or triple-wide home. To receive weatherization services under a CSD program, a mobile home must be a permanent, full-time residential dwelling, with a floor area of at least 330 square feet.

Modified Dwelling Assessment: The process used to evaluate the limited service needs of an eligible dwelling that has been previously weatherized under the DOE, DOE IIJA or LIHEAP weatherization programs. The assessment is limited in scope and does not encompass a re-assessment of the entire dwelling unless measures have exceeded their useful life under LIHEAP. Assessments limited to ECIP EHCS work on dwellings not receiving weatherization services are to be included in the cost of the ECIP measure. An assessment shall be performed by qualified individuals possessing the required skill and training needed to perform assessment activities.

Modification: An immaterial change to this Contract that does not require an Amendment.

Multi-Unit Dwellings (MUD) also known as Multi-Family Buildings (MFB): Defined as residential dwelling structures containing more than one residential unit within a single building, including: duplexes, triplexes, fourplexes, and multi-unit apartments. For purposes of travel reimbursement to Contractors and shell leakage testing, Multi-Unit Dwellings are defined as multi-unit dwellings, e.g., apartments, with five or more attached residential units.

Natural Disaster: A weather event (relating to cold or hot weather), flood, earthquake, tornado, hurricane, or ice storm, or an event meeting such other criteria as the Secretary of Federal Department of Health and Human Service, in the discretion of the Secretary, may determine to be appropriate. For the purpose of the CSD Disaster Relief Plan, emergency services may be provided to low-income individuals and families affected by a natural disaster when the event is declared by a Presidential or Gubernatorial Order as a Federal or State Emergency.

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Nonprofit charitable organization: Is defined by the Internal Revenue Code, Section 501(c) (3) (26 USC § 501(c)(3)). Section 501(c) (3) is a tax law provision granting exemption from the federal income tax to nonprofit organizations. 501(c)(3) exemptions may apply to corporations, and any community chest, fund, or foundation, organized and operated exclusively for religious, charitable, scientific, testing for public safety, literary, or educational purposes, or to foster national or international amateur sports competition, or for the prevention of cruelty to children or animals.

Outreach and Its Related Costs: Outreach activities are designed to ensure that eligible households, especially households with elderly and/or disabled individuals with high home energy burdens, are made aware of the assistance available. Costs relating to these activities may include: developing and distributing outreach materials (flyer/brochure information packets), advertising costs, printing costs, outreach mailers to targeted households, travel to outreach sites and related facilities, site costs, and the referral of eligible households to assistance providers in the community. Intake and assisting with the completion of an intake form are not considered outreach or a related cost.

Parties: CSD on behalf of the State of California, and the Contractor.

Pledge: A guarantee of payment or promise to pay made by the Contractor to the Utility Company via phone, fax, e-mail or webservice and guaranteed by CSD.

Pledge Date: The date in which the Contractor contacts the Utility Company via phone, fax, e-mail or webservice to pledge a payment on behalf of the applicant.

Pledge Timeframe: A set length of time, beginning on the date the Contractor makes the pledge and ends after a fixed number of days.

Program: Weatherization, HEAP, ECIP, and Assurance 16 services provided under 42 USC §§ 8621 et seq., as amended.

Program Income: Program income means gross income earned by the recipient or subrecipient that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance except as provided in 2 CFR § 200.307(c). Program income includes but is not limited to income from fees for services performed, the use or rental of real or personal property acquired under Federal awards, the sale of commodities or items fabricated under a Federal award, license fees, and royalties on patents and copyrights, and principal and interest on loans made with Federal award funds. Interest earned on advances of Federal funds is not program income. Except as otherwise provided in Federal statutes, regulations, or the terms and conditions of the Federal award, program income does not include rebates, credits, discounts, and interest earned on any of them. See 2 CFR § 200.407. See also 35 U.S.C. 200-212 “Disposition of Rights in Educational Awards,” which applies to inventions made under Federal awards.

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Reweatherization: Once a dwelling has been submitted to CSD for reimbursement as a completed unit, any subsequent weatherization services provided to the dwelling shall be considered reweatherization.

Ride-along: A representative of the Contractor who accompanies a designated third-party inspector while performing on-site inspections. CSD requires that, when possible, a ride-along be sufficiently trained to make necessary corrections during inspections, thereby minimizing or eliminating the need for return trips that may inconvenience the client and/or require re-inspection in accordance with the CSD TRM.

Seasonal Farm Worker: A person who during the eligibility determination period (any 12-month period within the 24-month period preceding application for program benefits and/or services) was employed at least 25 days in farm work or earned at least $400 in farm work and who has been primarily employed in farm work on a seasonal basis, without a constant year-round salary. Seasonal farm worker is not a term used in the Contract but is captured for reporting purposes in CSD's Weatherization Database, CSD's financial reporting system and Intake Form (CSD 43).

Separate Living Quarters: Living quarters in which the occupant(s) do not live and eat with any other person(s) in the structure and which have either: (1) direct access from the outside of the building or through a common hall; or (2) complete kitchen facilities for the exclusive use of the occupant(s). The occupant(s) may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Single-Family Dwelling: A dwelling structure containing no more than one dwelling unit. A single-family dwelling is defined as a one-unit, single-family dwelling or a one-unit, single-residential housing dwelling with one to four attached units.

State: The State of California Department of Community Services and Development.

Subcontractor: An entity (partnership, corporation, association, agency, or individual) that enters into a separate contract or agreement with Contractor to fulfill direct program or administrative tasks in support of this Contract.

Subcontract: A separate contract or agreement entered into by and between Contractor and Subcontractor to fulfill direct program or administrative tasks in support of this Contract.

Useful Life: Useful life means the length of time a Weatherization or ECIP HCS measure is expected to be useable.

Utility Assistance Funding: The portion of LIHEAP funding used to provide utility assistance services under ECIP Fast Track and HEAP Electric and Gas. These funds are administered by Contractor but paid to eligible clients – or to utility companies on the client's behalf – by CSD from Contractor's allocated amount of funding.

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Vendor: An individual, sole proprietorship, firm, partnership, corporation, or any other business venture from which materials and goods are supplied and purchased.

Vulnerable Populations: Young children (ages five years or under), disabled, and elderly persons (ages 60 or older).

Weatherization Training and Its Related Costs: Costs associated with the training of personnel or subcontractors as specified in Article 9.1 of this Contract. Training may also include internal Contractor training, and attendance at weatherization-related training to include IT system training or other forms of weatherization training sponsored by DOE, CSD, and/or other organizations. Related costs may include salary/wages, materials, fees and travel. Excludes incurred costs associated with participation and attendance at policy advisory committee meetings and workgroups.

Workers' Compensation: Insurance that covers medical and rehabilitation costs and lost wages for employees injured at work. Workers' compensation shall mean those actual costs associated with workers' compensation coverage for program staff whose salaries and wages are chargeable under program costs.

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SUBVENTION CONTRACT

ARTICLE 14 - FORMS AND DOCUMENTS INCORPORATED BY REFERENCE

The following forms and documents, all of which are hereby incorporated into this Contract by reference, are available on the CSD Local Agencies Portal at https://agencies.csd.ca.gov/home/Energy/Pages/Contracts.aspx.

14.1 Forms to be returned with signed contract:

14.1.1 Certification Regarding Lobbying/Disclosure of Lobbying Activities;

14.1.2 Agency Staff and Board Roster (CSD 188);

14.1.3 Federal Funding Accountability and Transparency Act Report (CSD 279);

14.1.4 2027 LIHEAP Production Plan (CSD 622);

14.1.5 Agency Local Plan; and

14.1.6 Public Website Update Form (CSD Form 251).

14.2 The following documents are hereby incorporated by this reference:

14.2.1 2027 LIHEAP Numbers, Contractors, and Service Areas;

14.2.2 Agency Local Plan;

14.2.3 State Administrative Manual Section 5100, 5300.5 and 5340 at http://sam.dgs.ca.gov/TOC/5300.aspx;

14.2.4 Reimbursement Rates for Weatherization and EHCS Activities;

14.2.5 Supplemental Audit Guide;

14.2.6 CSD Training Policies and Procedure Manual (TPPM);

14.2.7 Direct Pay Utility Pledge Timeframe;

14.2.8 Technical Reference Manual (TRM); and

14.2.9 Eligibility & Verification Guide

14.2.10 CORE Application Processing Policy

14.3 The following CPAs and CPNs are hereby incorporated by reference:

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14.3.1 Program Procedure Guidance with NCB Procurement Worksheet; CPN-A-17-01 Equipment Use and Disposition Requirements;

14.3.2 CPN-A-18-01 Program Income;

14.3.3 CPA-E-18-005 Expenditure Reconciliation Policy and Procedure;

14.3.4 CPN-E-19-001Working Capital Advance;

14.3.5 CPN-E-19-002 Energy Reimbursement Policies and Procedures

14.3.6 CPN-E-20-01 SWEATS Policy

14.3.7 CPN-E-20-02 PSPS Emergency Preparedness Pilot Policy Modification;

14.3.7.1 CPN-E-20-02E PSPS Emergency Preparedness Pilot Policy Errata

14.3.7.2 CPN-E-20-02M PSPS Emergency Preparedness Pilot Policy Modification

14.3.7.3 CPN-E-20-02M2 PSPS Emergency Preparedness Pilot Policy Modification

14.3.7.4 CPN-E-20-02M3 PSPS Emergency Preparedness Pilot Policy

14.3.8 CPN-E-20-05 Transferring Funds

14.3.9 CPA-E-21-04M2 WPO Benefit Formula Implementation Plan

14.3.9.1 CPA-E-21-04M WPO Benefit Formula Policy Modification

14.3.10 CPN-E-23-08 Previously Weatherized Dwelling Verification

14.3.10.1 CPN-E-23-08M1 Previously Weatherized Dwelling Verification

14.3.11 CPA-E-24-01 2024 Blended Rates, DOE WAP Memo 123 Integration, and Related Weatherization Form Updates

14.3.12 CPA-E-24-02 Revised Energy Audit Submittal Process

14.3.13 CPA-E-24-05 Certification Date Validation Timeframe

14.3.14 CPA-E-24-06 Veteran Status and Affiliation Data Collection

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14.3.15 CPA-E-24-07 Discontinuation of One Payment Over Practice

14.3.16 CPA-E-25-01 2025 Blended Rates and Related Weatherization Form Updates

14.3.17 CPA-E-25-02 Removal of Previously Issued CSD Energy Division Program Advisories and Program Notices from the Local Agencies Portal (LAP)

14.4 The following guidance is incorporated by reference:

14.4.1 ECIP Policies and Procedures (rev. 2/1/08)

14.4.2 DOE WAP ARRA No. 10 – National Historic Preservation Act – SHPO – Historical Review

14.4.2 Assurance 16 Policy Framework