

**CMAS PURCHASE AGREEMENT BETWEEN  
MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT AND  
FOR MVLA FIELD IMPROVEMENT PROJECT  
UNDER CMAS CONTRACT PRICING AND PROVISIONS**

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This CMAS Purchase Agreement (“Agreement”) is entered into between the **Mountain View Los Altos High School District** (“District”) and Field Turf USA as follows:

**RECITALS**

**WHEREAS**, the District wishes to purchase a Artificial turf field (“Product”) for use at the Mountain View High School and Los Altos High School Campuses from Field Turf USA in a cost-effective manner and wishes to avail itself of the benefits and protections of the California Multiple Award Schedule (“CMAS”) program;

**WHEREAS**, Field Turf USA wishes to contract toto sell, supply and install an artificial in-filled playing surface identified as Field Turf Vertex 2”, 46 oz. face weight, 18 oz. backing, 6 lbs. infill for use as outdoor fields to the Customer located in Mountain View Los Altos Union High School District. (“the Product”) to be installed on a suitable existing base at the Site, consistent with CMAS program requirements.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the parties have agreed and do agree as follows:

**TERMS AND CONDITIONS**

1. This Agreement fully incorporates by this reference the following documents:
  - 1.1. CMAS Contract Number 4-06-78-0031A (“CMAS Contract”), including the following documents, attached hereto as **Exhibit “A”**):
    - 1.1.1. CMAS Supplement No.
    - 1.1.2. Attachment A ADA Notice;
    - 1.1.3. Attachment B CMAS Quarterly Business Activity Report;
    - 1.1.4. Field Turf USA’s Payee Data Record;
    - 1.1.5. Dafur Contracting Act Certification Form; and
    - 1.1.6. CMAS General Provisions
  - 1.2. General Services Administration (“GSA”) contract documents, Authorized Federal Supply Schedule Catalogue/Price List for Artificial sports turf for contract period 7/15, 2021– 11/15, 2021, attached hereto as **Exhibit “B”** ( \_\_pages);
  - 1.3. Field Turf USA’s April 6, 2021 quotation attached hereto as **Exhibit “C”**.
  - 1.4. Project plans, specifications, and drawings describing the work to be performed by Field Turf USA under this Agreement attached hereto as **Exhibit “D”**.

2. **CMAS Terms.** To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the “**Delivery**” and “**Payments**” provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.
3. **Parties’ Terms.** For the purposes of this Agreement, all references to the “State of California,” “State,” and/or “Local Agency” in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the “State of California,” “State,” and/or “Local Agency” under the CMAS Contract shall apply to the District under this Agreement.
4. **Products.** Field Turf USA shall provide the District with the following items (“Product(s)”) and services at the Site pursuant to this Agreement.
  - 4.1. **Field Turf Vertex 2”, 46 oz. face weight, 18 oz. backing, 6 lbs. infill for use as outdoor fields**
  - 4.2. **Site earthwork sub grade- Preparation work defined as “Civil work” under defined Field Turf USA civil scope summary**
  - 4.3. Field Turf shall deliver all Products, labor (consistent with California prevailing wage requirements), and materials at the following prices, inclusive of all applicable taxes, as well as a payment bond and performance bond for the full value of this Agreement; and
5. The total cost for each piece of the Product(s) shall be as follows:
  - Mountain View High School Site Field Cost- **Eight Hundred Thousand Fourteen, Two hundred and Forty-Three Dollars (\$814,243)** (“Purchase Price”) as more fully described in **Exhibit “C”** to this Agreement.
  - Los Altos High School Site Field Cost- **Eight hundred Thousand and Eleven –Seven Hundred and Three Dollars (\$811,703 )** (“Purchase Price”) as more fully described in **Exhibit “C”** to this Agreement.

**Total combined cost Grand Total for this C-MAS Agreement One Million-Six hundred and Twenty-Five Thousand , Nine Hundred and Forty- Six Dollars (\$1,625,946.00**
6. **Product Pricing.** Field Turf USA hereby acknowledges and certifies that the prices indicated herein are the prices as accepted by the California Department of General Services (“DGS”) for the identical items under the CMAS Contract or are “Not Specifically Priced” items as that term is defined by the DGS.
7. **Locations.** Field Turf USA is to provide the Products at the school Site for Mountain View and Los Altos High schools.
8. **Delivery:** Field Turf and Bothman Construction (civil scope) shall begin work on July 13th, 2021 and shall complete all installation no later than nine weeks after the date of commencement; for each perspective field.
  - 8.1. The installation of the Product shall be performed by Field Turf USA’s designated and approved installers that shall have valid and current licenses with the California Contractors State License Board. All labor performed at the Site shall be subject to all California Labor Code requirements, including the payment of prevailing wages. The District agrees to allow representatives of Field Turf USA, all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.
9. **Payments:** The District shall make payment(s) to Field Turf USA for the Product(s) corresponding to a Site within thirty (30) days after receipt of an undisputed invoice.

- 9.1. **Thirty-Five percent (35%)** of the Purchase Price due upon Customer's execution of the suppliers sales agreement ;specific documented identification and marking of the products that being purchased by District under this Agreement.
- 9.2. **Thirty-Five percent (35%)** of the Purchase Price on delivery and receipt of the components of the Product to the Site.
- 9.3. **Twenty percent (25%)** of the Purchase Price upon completion of the work.
- 9.4. Remaining balance of **Ten percent (5%)** upon the signing of the Certificate of Completion.

Field Turf USA will issue an invoice to the District upon the occurrence of each of the events listed above, and payment of each invoice is due within thirty (30) days following the date to the applicable invoice.

10. **Performance and Payment Bonds.** Field Turf USA shall not commence the Work under this Agreement until it has submitted, and the District has approved the performance bond, payment (labor and material) bond(s) for the full value of this Agreement.
11. **Prevailing Wages for Incidental Services Associated with Installation of the Products.** For all portions of the Work that requirement the payment of prevailing wages, Field Turf USA and its subcontractors shall comply with all applicable provisions of the California Labor Code sections 1720-1861, without limitation, the payment of the general prevailing per diem wage rates for public work projects (including repairs and maintenance, where applicable) of more than one thousand dollars (\$1,000). Copies of the prevailing rate of per diem wages are on file with the District. In addition, Field Turf USA and its subcontractors shall comply with Sections 1735, 1777.5 and 1777.6, forbidding discrimination, and Sections 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Field Turf USA and its subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. **Registration:** Field Turf USA and its subcontractors shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code. **Certified Payroll Records:** Field Turf USA and its subcontractor(s) shall keep accurate certified payroll records of employees and shall make them available to the District/COE immediately upon request.
12. **Site Examination.** Field Turf USA has examined the Site where the Products are to be installed and certifies that it accepts all measurements, specifications and conditions affecting Product installation to be performed at each Site. Field Turf USA warrants that it has made all Site examination(s) and that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Field Turf USA's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site with exception of unforeseen conditions which could not have reasonably discovered by the contractor "FieldTurf".
13. **Equipment and Labor.** Field Turf USA shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Product installation herein described. The Product installation to be performed at such times and places as directed by and subject to the approval of the authorized District representative.
14. **Subcontractors.** Any subcontractor engaged by Field Turf USA for any service under this Agreement, including installation, must be approved by the District. Field Turf USA agrees to bind every subcontractor by the terms of the Agreement as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Field Turf USA subcontracts any part of this Agreement, Field Turf USA shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in this Agreement shall create any contractual relations between any subcontractor and the District.

15. **Termination.** If Field Turf USA fails to perform the its obligations under this Agreement to the satisfaction of the District, or if Field Turf USA fails to fulfill in a timely and professional manner Field Turf USA's obligations under this Agreement, or if Field Turf USA violates any of the terms or provisions of this Agreement, the District shall have the right to terminate this Agreement effective immediately upon the District giving written notice thereof to Field Turf USA District shall also have the right in its sole discretion to terminate the Agreement for its own convenience.
16. **Force Majeure Clause.** Field Turf USA shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the nonperformance is not due to the fault or neglect of Field Turf USA. Any delay associated with COVID-19, or any derivative or similar strain thereof, or any federal, state or local order relating thereto, shall not be considered a Force Majeure Event unless it renders Contractor's performance of the work impossible, and that event was not reasonably foreseeable at the time of the execution of the Contract.
17. **Indemnification/Hold Harmless Clause.** To the furthest extent permitted by California law, Field Turf USA shall defend, indemnify, and hold harmless the District, their agents, representatives, officers, consultants, employees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Agreement unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Field Turf USA proposes to defend the District.
18. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
19. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Field Turf USA. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.
20. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
21. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the county in which the District's administrative offices are located.
22. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
23. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to achieve the purposes of this Agreement.

24. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

**MOUNTAIN VIEW LOS ALTOS HIGH SCHOOL DISTRICT**

**CONTRACTOR**

Date: 5/13, 2021

Date: May 26, 2021

By: Mike Mathiesen

By: 

Associate Superintendent, Business Services

Title: SVP of Marketing & Innovation

EXHIBIT "A"

CMAS CONTRACT NUMBER 4-06-78-0031A

**[ATTACH A FULL COPY OF ALL CONTRACT DOCUMENTS FOR THE ABOVE CONTRACT]**

4-06-78-0031A

EXHIBIT "B"

GSA CONTRACT NUMBER GS- 4-06-78-0031A

[ATTACH A FULL COPY OF THE T&Cs/PRICELIST]

**EXHIBIT "C"**

**FIELD TURF USA PRICE QUOTATION DATED APRIL 6, 2021**





# FieldTurf

A Tarkett Sports Company

**CMAS QUOTATION**

**CMAS Contract: 4-06-78-0031A**

**CA LICENSE # 849044**

This QUOTATION is dated this **6<sup>th</sup>** day of **April 2021**.

Between: **Mountain View Los Altos Union High School District (The "Customer")**

And: **FieldTurf USA, Inc. (The "Supplier")**  
175 N. Industrial Blvd  
Calhoun, GA 30701

Tel: 1-800-724-2969  
Fax: (514) 340-9374

**WHEREAS** Supplier wishes to sell, supply and install an artificial in-filled playing surface identified as **FieldTurf Vertex 2"**, **46 oz. face weight, 18 oz. backing, 6 lbs. infill** for use as **outdoor fields** to the Customer located in **Mountain View Los Altos Union High School District**.

**WHEREAS** the Customer wishes to purchase same on the preliminary terms and conditions set out below;

## **QUOTATION / ESTIMATE DETAILS:**

### **THE PRODUCT**

The Supplier hereby agrees to sell, to supply and to install **FieldTurf Vertex, 2 inches** thick **outdoor** artificial grass in-filled playing surface for use as described below:

A **Field Hockey/Soccer/Unified Lacrosse/Baseball/Softball** field measuring approximately **83,365 sq. ft.** (the "Product") to be installed on a suitable existing base at **Mountain View HS, 3535 Truman Ave, Mountain View, CA 94040** (the Site)

A **Field Hockey/Soccer/Unified Lacrosse/Baseball/Softball** field measuring approximately **82,986 sq. ft.** (the "Product") to be installed on a suitable existing base at **Los Altos HS 201 Almond Ave, Los Altos, CA 94022** (the Site)

### **SUPPLY OF PRODUCT**

The Supplier shall perform the work required by this Agreement as diligently and expeditiously as is consistent with the highest professional standards and the orderly





progress of the work and in a good and workmanlike fashion, and subject to and in accordance with the terms and conditions hereof.

The Supplier requires a minimum of 6 weeks lead time from the acceptance of layouts and approval of all plans prior to any work commencing at the Site.

**SITE PREPARATION WORK**

The Supplier shall provide the site preparation work (limited to minor touch-ups of the base surface) in accordance with the specifications provided in this Letter of Commitment. The site preparation work will be subject to the same conditions and requirements indicated in Section 7 “Installation” hereof. Notwithstanding, any work regarding the base and ensuring its planarity is specifically excluded from the Supplier’s scope of work. On occasion, a base will present unique issues, once uncovered upon removal of the existing turf, which may require the import of additional materials and/or the provision of labor to remedy planarity or other deflections in the existing surface. In the event this becomes necessary at the Site, FieldTurf can assist with this process at an additional cost.

**PRICE**

The purchase price for the Product fully installed shall be as set out below, plus any other permanent inlaid lines, logos, applicable taxes, bonding cost and any other unforeseen costs.

<b>Mountain View HS</b> .....	<b>\$814,243</b> (the “Purchase Price”)
<b>Los Altos HS</b> .....	<b>\$811,703</b> (the “Purchase Price”)

The Purchase Price is subject to increase if affected by a tax increase, new taxes, and levies or any new legally binding imposition affecting the transaction.

A 2 Inch, 46 oz. face weight, 18 oz. backing, 6 lbs. infill, FieldTurf Vertex series turf:

**Mountain View HS**

Cost per square foot (approximately)	\$4.41/SF
<b>Sub Total:</b>	<b>\$367,177</b>
Civil Work (See civil scope attached)*	\$297,675
Supply and install ThermaGreen 20mm Pad	\$116,711
Inlaid Field Hockey markings	INCLUDED
Inlaid Soccer markings	INCLUDED
Inlaid Unified Lacrosse markings	INCLUDED
Inlaid Baseball tic marks	INCLUDED





# FieldTurf

A Tarkett Sports Company

Inlaid Softball tic marks	INCLUDED
10 Year Warranty (8 year 3 <sup>rd</sup> Party Insured Warranty + 2 years manufacturers)	INCLUDED
GMAX testing (1 total)	\$1,515
Pre-Shipment Testing (1 total)	\$2,222
CMAS fees	INCLUDED
Bonding costs	\$9,252
Sales tax on materials only (9%)	\$19,691
<b>Total Contract Cost</b>	<b>\$814,243</b>

**Labor Breakout (\$260,899.50 – 30%)**

**Materials Breakout (\$608,765.50 – 70%)**

## Los Altos HS

Cost per square foot (approximately)	\$4.41/SF
<b>Sub Total:</b>	<b>\$366,405</b>
Civil Work (See civil scope attached)*	\$296,208
Supply and install ThermaGreen 20mm Pad	\$116,180
Inlaid Field Hockey markings	INCLUDED
Inlaid Soccer markings	INCLUDED
Inlaid Unified Lacrosse markings	INCLUDED
Inlaid Baseball tic marks	INCLUDED
Inlaid Softball tic marks	INCLUDED
10 Year Warranty (8 year 3 <sup>rd</sup> Party Insured Warranty + 2 years manufacturers)	INCLUDED
GMAX testing (1 total)	\$1,515
Pre-Shipment testing (1 total)	\$2,222
CMAS fees	INCLUDED
Bonding costs	\$9,223
Sales tax on materials only (9%)	\$19,950
<b>Total Contract Cost</b>	<b>\$811,703</b>

**Labor Breakout (\$259,785.60 – 30%)**





**Materials Breakout (\$606,166.40 – 70%)**

**Voluntary Alternates:**

Maintenance Program

ADD \$2,575\* / per  
field per visit

GreensGroomer and LitterKat

ADD \$11,831

**\*Please note pricing does not include additional infill.**

The Purchase Price shall be payable to Supplier by way of wire transfer or banker's check accordance with the following payment schedule:

- i) **Thirty five percent (35%)** of the Purchase Price due upon Customer's execution of the Supplier's Sales Agreement;
- ii) **Thirty-five percent (35%)** of the Purchase Price on delivery and receipt of the components of the Product to the Site;
- iii) **Twenty percent (20%)** of the Purchase Price upon completion of the work;
- iv) Remaining balance **ten percent (10%)** upon the signing of the Certificate of Completion.

The Supplier will issue an invoice to Customer upon the occurrence of each of the events listed above, and payment of each invoice is due within 10 days following the date to the applicable invoice.

Any unpaid balance bears interest at a rate of 10% per year.

**ACCEPTANCE**

Upon the Supplier giving the Customer notice of completion of the work, the parties agree, acting reasonably, to mutually determine whether same conforms to the requirements of this Agreement and in the event the parties mutually determine that there are deficiencies, the Supplier will undertake to correct the deficiencies noted ("Acceptance");

Upon Acceptance both parties sign the Certificate of Completion in the form currently in force;

The Warranty currently in force takes effect upon the signing of the Certificate of Completion.

No use whatsoever shall be made of the field by the Customer until the Certificate of Completion is signed and delivered to Supplier.





Any such use will be deemed as Acceptance of the field, triggering final payment and will automatically void any and all warranty of the work, subject to the reinstatement of the Warranty later at the discretion of the Supplier upon the signing of the Certificate of Completion and final payment.

The Customer shall prohibit use of the field if the Customer alleges said field to be incomplete or dangerous. For greater security, in the event that the Customer deems the field to be incomplete or dangerous the Customer will immediately notify its insurers of this additional risk.

### **INSTALLATION**

The installation of the Product shall be performed by Supplier's designated and approved installers. The Customer agrees to allow representatives of Supplier all necessary uninterrupted access and suitable staging area to the site for purposes of installation, and inspection. All lighting and electrical supply must be operational during the installation process.

Minimum staging area required is **9,300 square feet per field** and no more than 100 feet from the field. Minimum access should be 15 feet wide by 15 feet high. A 25 feet wide by 25 feet long hard or paved surface area located within 50 feet of the playing surface shall be provided for purposes of proper mixing of in-fill material. Access to any field will include suitable bridging by the Customer over the field curbs from the staging area to permit suitable access to the field by low clearance vehicles.

Force Majeure. No Party shall be liable for delay or failure to perform under this Agreement if such delay or failure is due to any contingency beyond its reasonable control, including acts of God, war, explosion, fire, flood or civil disturbance or labor actions, disputes and disruptions by the employees or sub-trades of either Party hereto or delay or destruction caused by public carrier.

In addition to force majeure, the parties recognize that in certain cases severe weather while not constituting force majeure could delay the installation process of the work contemplated under this agreement.

The Supplier shall not be responsible for any acts of violence or vandalism. The Customer holds Supplier harmless and indemnifies the Supplier from vandalism and acts of violence regarding the present project.

The Customer understands that it is to its benefit and therefore undertakes to accept and store for the length of the warranty period, the remaining synthetic turf left over from the project in case of need.

**THIS QUOTATION IS SUBJECT TO THE TERMS AND CONDITIONS OF THE SUPPLIER'S STANDARD SALES AGREEMENT WHICH SHALL PREVAIL OVER THIS QUOTATION, AND BE SUBJECT TO CHANGE WITHOUT NOTICE FROM TIME TO TIME.**





**THIS QUOTATION IS OPEN FOR ACCEPTANCE FOR A PERIOD OF 3 MONTHS, AFTER WHICH TIME, IF NOT ACCEPTED, IT WILL BE NULL AND VOID.**

**FOR QUESTIONS, PLEASE CONTACT YOUR FIELDTURF REPRESENTATIVE IN NORTHERN CALIFORNIA; ANDREW ROWLEY BY TELEPHONE (707) 586-2066, EMAIL [INFO@FIELDTURFNORCAL.COM](mailto:INFO@FIELDTURFNORCAL.COM), OR FAX (707) 313-0167.**

**ACCEPTED QUOTATIONS, DULY SIGNED SHALL BE SENT TO:**

**1- DEPARTMENT OF GENERAL SERVICES (DGS), PROCUREMENT DIVISION, DATA MANAGEMENT, 707 THIRD STREET, 2<sup>ND</sup> FLOOR, WEST SACRAMENTO, CALIFORNIA, 95605-2811 (IMS#Z-1).**

**AND**

**2- FIELDTURF USA, INC. 7445 COTE-DE-LIESSE ROAD, SUITE 200, MONTREAL, QUEBEC, H4T 1G2, TELEPHONE (514) 340-9311, FAX (514) 340 9374  
ATTENTION: LINDSAY AGATTAS, PROJECT MANAGER AND TEAM LEAD.**

**READ, AGREED, AND ACCEPTED**

**Per: \_\_\_\_\_**

**Click the follow CMAS hyperlink for CMAS due diligence documentation:  
[CMAS Contract: 4-06-78-0031A](#)**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/21/2021

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).

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: XL Insurance America Inc</td> <td></td> <td>24554</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of Ame</td> <td></td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Indemnity Company of America</td> <td></td> <td>25666</td> </tr> <tr> <td>INSURER D: Travelers Indemnity Company</td> <td></td> <td>25658</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: XL Insurance America Inc		24554	INSURER B: Travelers Property Casualty Company of Ame		25674	INSURER C: Travelers Indemnity Company of America		25666	INSURER D: Travelers Indemnity Company		25658	INSURER E:			INSURER F:	
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INSURER F:																					
<b>INSURED</b> Fieldturf USA, Inc. c/o Sports Division Tarkett Inc. 7445 Cote-de-Liesse Road, Suite 200 Montreal, QC H4T 1G2 CAN																					

### COVERAGES

CERTIFICATE NUMBER: W21006764

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			US00010327LI21A	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TC2JCAP-823K312A	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US00010615LI21A	05/01/2021	05/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-8P793534-21-51-K	05/01/2021	05/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<b>Workers Compensation &amp; Employer's Liability</b> Work Comp - Per Statute			UB-8P760619-21-51-R	05/01/2021	05/01/2022	E.L. Each Accident \$1,000,000 E.L. Disease-Pol Lmt \$1,000,000 E.L. Disease-Each Emp \$1,000,000

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

WC Policies:

Policy # UB-8P793534-21-51-K - covers all other states.

Policy # UB-8P760619-21-51-R - covers AZ, MA, OR, WI only.

Project: Mountain View HS Multiuse Field - 22715 & Los Altos HS Multiuse Field - 22716

### CERTIFICATE HOLDER

Mountain View Los Altos High School District  
 1299 Bryant Avenue  
 Mountain View, CA 94040

### 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

Federal Insurance Company

AIA Document A312™ - 2010 Performance Bond

Bond No. K40315731

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

CONTRACTOR

(Name, legal status and address):

Fieldturf USA, Inc.  
7445 Cote-de-Liesse Road, Suite 200  
Montreal, Quebec, Canada, H4T 1G2

OWNER

(Name, legal status and address):

Mountain View Los Altos High School District  
1299 Bryant Ave.  
Mountain View, CA 94040

CONSTRUCTION CONTRACT

Date:

Amount: \$1,625,946.00 One Million Six Hundred Twenty Five Thousand Nine Hundred Forty Six Dollars and 00/100

Description (Name and Location): MVLA Field Improvement Project

SURETY (Name and Principal Place of Business):

Federal Insurance Company

202B Hall's Mill Road  
Whitehouse Station, NJ 08889

The liability of the surety under this bond shall not extend beyond one year from the final completion and acceptance of the work by the owner/obligee and in no way shall the surety be liable under any extended warranty provided by Fieldturf USA, Inc. or the named Principal on this bond.

BOND

Date (Not earlier than Construction Contract Date):

Amount: \$1,625,946.00 One Million Six Hundred Twenty Five Thousand Nine Hundred Forty Six Dollars and 00/100

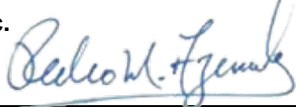
Modifications to this Bond:

None  See Page 4

CONTRACTORS AS PRINCIPAL

Company:

Fieldturf USA, Inc.

Signature: 

Name and Title: Pedro Azevedo, Chief Financial Officer


(Corporate Seal)



SURETY

Company:

Federal Insurance Company

Signature: 

Attorney-in-Fact Name: Jeffrey M. Wilson  
CA License #0F41393

(Corporate Seal)



Signed and Sealed this \_\_\_\_\_ day of \_\_\_\_\_  
(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, Address and Telephone)

AGENT or BROKER:  
McGriff Insurance Services, Inc.  
2211 7th Avenue, South  
Birmingham, AL 35233  
205-252-9871

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):



1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:
  - 1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
  - 2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
  - 3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
  - 5.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract;
  - 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
  - 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of Contractor Default; or
  - 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
    - 1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
    - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
6. If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to commitment by the Owner to pay the Balance of the Contract Price, the Surety Is obligated, without duplication, for
  - 1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
  - 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
  - 3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators successors and assigns.
10. The surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
12. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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 requirements 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.
14. **DEFINITIONS**
  - 14.1 **Balance of the Contract Price:** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
  - 14.2 **Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
  - 14.3 **Contractor Default:** Failure of the Contractor, which has not been remedied nor waived, to perform or otherwise to comply with the term of the Construction Contract.
  - 14.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
  - 14.5. **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**16 MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_  
(Corporate Seal)

SURETY

Company: \_\_\_\_\_  
(Corporate Seal)

**Federal Insurance Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Alabama

County of Jefferson

On May 21, 2021 before me, Courtney Hitt Weiss, Notary Public

personally appeared Jeffrey M. Wilson, Attorney-in-Fact

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 Courtney Hitt Weiss Notary Public Signature



Place Notary Public Seal Above

My commission expires: November 15, 2022

OPTIONAL

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

Description of Attached Document

Title or Type of Document

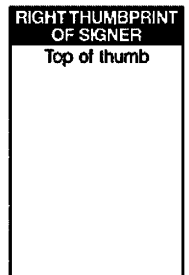
Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing
Federal Insurance Company



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



**Federal Insurance Company**

**AIA Document A312™ - 2010 Payment Bond**

Bond No. K40315731

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

**CONTRACTOR**

*(Name, legal status and address):*

Fieldturf USA, Inc.  
7445 Cote-de-Liesse Road, Suite 200  
Montreal, Quebec, Canada, H4T 1G2  
**OWNER**

*(Name, legal status and address):*

Mountain View Los Altos High School District  
1299 Bryant Ave.  
Mountain View, CA 94040  
**CONSTRUCTION CONTRACT**

Date:

Amount: \$1,625,946.00 One Million Six Hundred Twenty Five Thousand Nine Hundred Forty Six Dollars and 00/100

Description *(Name and Location)*: MVLA Field Improvement Project

**SURETY**

*(Name, legal status and principal place of business):*

**Federal Insurance Company**  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889

The liability of the surety under this bond shall not extend beyond one year from the final completion and acceptance of the work by the owner/obligee and in no way shall the surety be liable under any extended warranty provided by Fieldturf USA, Inc. or the named Principal on this bond.

**BOND**

Date *(Not earlier than Construction Contract Date)*:

Amount: \$1,625,946.00 One Million Six Hundred Twenty Five Thousand Nine Hundred Forty Six Dollars and 00/100

Modifications to this Bond:

None

See Page 4

**CONTRACTORS AS PRINCIPAL**

Company:

Fieldturf USA, Inc.

*(Corporate Seal)*



Signature:

*[Handwritten Signature]*

Name and Title: Pedro Azevedo, Chief Financial Officer

**SURETY**

Company:

**Federal Insurance Company**

*(Corporate Seal)*

Signature:

*[Handwritten Signature]*

Attorney-in-Fact Name:

Jeffrey M. Wilson  
CA License #0F41393



Signed and Sealed this

day of

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY – Name, Address and Telephone)*

AGENT or BROKER:  
McGriff Insurance Services, Inc.  
2211 7th Avenue, South  
Birmingham, AL 35233  
205-252-9871

OWNER'S REPRESENTATIVE *(Architect, Engineer or other party)*

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants, who do not have a direct contract with the Contractor,
    - .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - .2 have sent a Claim to the Surety (at the address described in Section 13).
  - 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
6. If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
7. When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
- 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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.
15. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 16. DEFINITIONS

**16.1 Claim.** A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and,
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

**16.2 Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas power, light, heat, oil gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor



and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

**16.3 Construction Contract:** The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**16.4 Owner Default:** Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**17.** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**18. MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

**18.1** "Claim notices for FEDERAL INSURANCE COMPANY must be sent to the following address: Chubb, PO Box 2191, Chesapeake, Virginia 23327, Attention: Surety Support Team."

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)  
**Federal Insurance Company**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title:

Name and Title:

Address:

Address:

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith and Jeffrey M. Wilson of Birmingham, Alabama; Robert Read Davis of Atlanta, Georgia; Richard E. Daniels of Pensacola, Florida and Robert M. Verdin of Metairie, Louisiana

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 7th day of May, 2019.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 7th day of May, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS
NOTARY PUBLIC OF NEW JERSEY
No. 50072400
Commission Expires November 22, 2022

Rose Curtis
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Alabama

County of Jefferson



On May 21, 2021 before me, Courtney Hitt Weiss, Notary Public

personally appeared Jeffrey M. Wilson, Attorney-in-Fact

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 Courtney Hitt Weiss
Notary Public Signature



Place Notary Public Seal Above

My commission expires: November 15, 2022

OPTIONAL

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

Description of Attached Document

Title or Type of Document

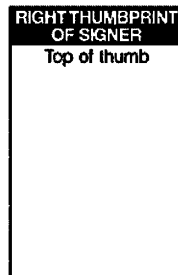
Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
[X] Attorney-in-Fact
Trustee
Other:
Signer is representing
Federal Insurance Company



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



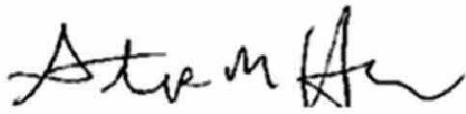
**SURETY BOND CORPORATE SEAL NOTICE AND ADDENDUM**

In an effort to facilitate the use of our respective corporate seals during the COVID-19 pandemic, FEDERAL INSURANCE COMPANY (“FEDERAL”) has authorized its respective Attorneys-in-Fact to affix FEDERAL’S corporate seal to any surety bond executed on behalf of FEDERAL by any such Attorney-in-Fact by attaching this Notice and Addendum to said bond.

To the extent this Notice and Addendum is attached to a surety bond that is executed on behalf of FEDERAL by its Attorney-in-Fact, FEDERAL hereby agrees that the corporate seal below for FEDERAL shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 30th day of March, 2020.

FEDERAL INSURANCE COMPANY

By: 

Stephen M. Haney, Vice President

