AGREEMENT FOR PUBLIC WORKS SERVICES

By and Between

CITY OF BELL

and

CEM CONSTRUCTION CORPORATION
AGREEMENT FOR PUBLIC WORKS SERVICES
BETWEEN THE CITY OF BELL AND
CEM CONSTRUCTION CORPORATION

This AGREEMENT FOR PUBLIC WORKS SERVICES (herein “Agreement”) is made and entered into this 25th day of January, 2017 by and between the City of Bell, a California charter city (“City”) and CEM Construction Corporation, a California corporation (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

A. City has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of Bell Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Work” attached hereto as Exhibit “A” and incorporated herein by this reference, which may be referred to herein as the “services” or “work” hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase “highest
professional standards” shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Bid Documents.

The Scope of Work shall include the “General Provisions” and “Special Provisions” in the bid documents for the project entitled “Public Facilities Improvements Project – Treder Park In The City Of Bell,” including any documents or exhibits referenced therein (collectively, “bid documents”), all of which are incorporated herein by this reference. In the event of any inconsistency between the terms of the bid documents and this Agreement, the terms of this Agreement shall govern.

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rates of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in
Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) **Eight-Hour Work Day.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) **Penalties for Excess Hours.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) **Workers’ Compensation.** California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials ______

(i) **Contractor’s Responsibility for Subcontractors.** For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including
without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor’s performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor’s cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor’s cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

(e) City will compensate Contractor to the extent required by Government Code Section 4215 by issuing a change order per Section 1.10 of this Agreement.
1.7 Protection and Care of Work and Materials.

The Contractor shall adopt reasonable methods, including providing and maintaining storage facilities, during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as caused by City’s own negligence. Stored materials shall be reasonably accessible for inspection. Contractor shall not, without City’s consent, assign, sell, mortgage, hypothecate, or remove equipment or materials which have been installed or delivered and which may be necessary for the completion of the work.

1.8 Warranty.

Contractor warrants all work under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the work or non-conformance of the work to the Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act as soon as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair, remove and replace any portions of the work (or work of other contractors) damaged by its defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor’s obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor’s sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

1.9 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments,
prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.10 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the rates set forth in the Schedule of Compensation in Exhibit “C”. If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City’s sole and absolute discretion, waive the Contractor’s rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of
Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.11 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed One Hundred Seventy One Thousand and Two Hundred Fifty Dollars and No Cents ($171,250.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion; (ii) payment in accordance with specified tasks or the percentage of completion of the services less the contract retention; (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.
2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City’s Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid within thirty (30) days of receipt of Contractor’s correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the “Schedule of Performance” attached hereto as Exhibit “D” and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.
3.3 **Force Majeure.**

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer’s determination shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor’s sole remedy being extension of the Agreement pursuant to this Section.

3.4 **Inspection and Final Acceptance.**

City may inspect and accept or reject any of Contractor’s work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor’s work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 **Term.**

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

**ARTICLE 4. COORDINATION OF WORK**

4.1 **Representatives and Personnel of Contractor.**

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

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Jesus Carrillo  
(Name)

Emigdio Carrillo  
(Name)

President

V. P  
>Title

(Title)
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It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City of Bell Public Works Manager or such person as may be designated by the City Manager. It shall be the Contractor’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor’s employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent
contractor with only such obligations as are consistent with that role. Contractor shall not at any

time or in any manner represent that it or any of its agents or employees are agents or employees of

City. City shall not in any way or for any purpose become or be deemed to be a partner of

Contractor in its business or otherwise or a joint venturer or a member of any joint enterprise with

Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and

employees were a substantial inducement for the City to enter into this Agreement. Therefore,

Contractor shall not contract with any other entity to perform in whole or in part the services

required hereunder without the express written approval of the City. All subcontractors shall obtain,

at its or Contractor’s expense, such licenses, permits, registrations and approvals (including from the

City) as may be required by law for the performance of any services or work under this Agreement.

In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed,

hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors

or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include

the transfer to any person or group of persons acting in concert of more than twenty five percent

(25%) of the present ownership and/or control of Contractor, taking all transfers into account on a

cumulative basis. In the event of any such unapproved transfer, including any bankruptcy

proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any

surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and

content satisfactory to City, during the entire term of this Agreement including any extension

thereof, the following policies of insurance which shall cover all elected and appointed officers,

employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including “any auto” and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than
Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) **Professional Liability.** Professional liability insurance appropriate to the Contractor's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Contractor's services or the termination of this Agreement. During this additional 5-year period, Contractor shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) **Additional Insurance.** Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) **Subcontractors.** Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

### 5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:
CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, THE ISSUING COMPANY SHALL MAIL THIRTY (30)-DAY ADVANCE WRITTEN NOTICE TO CERTIFICATE HOLDER NAMED HEREIN.

[to be initialed]  
Agent's Initials

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor’s activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor’s indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor’s or indemnitors’ reckless or willful
misconduct, or arising from Contractor's or indemniters' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from, any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.
5.5 Performance and Payment Bonds.

Concurrently with execution of this Agreement, and if required by Exhibit B, Contractor shall deliver to the City, the following:

(a) A performance bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement.

(b) A payment bond in the amount of the Contract Sum of this Agreement, in the form provided by the City Clerk, which secures the payment of all persons furnishing labor and/or materials in connection with the work under this Agreement.

Both the performance and payment bonds required under this Section 5.5 shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bond shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement and pays all labor and materials for work and services under this Agreement.

5.6 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best’s Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City (“Risk Manager”) due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.7 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor. Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor.

5.8 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;
(b) the Work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor’s business, custody of the books and records may be given to City, and access shall be provided by Contractor’s successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for
further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City’s sole risk and without liability to Contractor, and Contractor’s guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontracts shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as “works made for hire” as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed “works made for hire” for the City.

6.4 Confidentiality and Release of Information.

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorneys’ fees, caused by or incurred as a result of Contractor’s conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor’s default shall not be deemed to result in a waiver of the City’s legal rights or any rights arising out of any provision of this Agreement.

(b) Dispute Resolution. This contract is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor’s acts or omissions in performing or failing to perform Contractor’s obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis.
for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of Five Hundred Dollars ($500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages. Pursuant to Government Code Section 4215, Contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the public agency or owner of the utility to provide for removal or relocation of utility facilities.
7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act.
(15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Contractor’s performance of services under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this
Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Bell, 6330 Pine Avenue, Bell, CA 90201 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder.
unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of “financial interest” shall be consistent with State law and shall not include interests found to be “remote” or “noninterests” pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor’s Authorized Initials EC

9.7 Corporate Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURES ON FOLLOWING PAGE]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a California charter city

[Signature]

Aledia Romero, Mayor

ATTEST:

[Signature]

Angela Bustamante, City Clerk

APPROVED AS TO FORM:

ALESHER & WYNDER, LLP

[Signature]

David J. Aleshire, City Attorney

CONTRACTOR:

CEM CONTRACTORS CORP.

By: [Signature]

Name: JESUS E. CARRILLO
Title: PRESIDENT

By: [Signature]

Name: EMILIO J. CARRILLO
Title: VICE-PRESIDENT

Address: 8207 BROOK GLEN RD.

[Signature]

DOWNTOWN CA 90240

Two corporate officer signatures required when Contractor is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONTRACTOR'S BUSINESS ENTITY.
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 LOS ANGELES

On 03/04/2017 before me, Notary Public, personally appeared Emigdio Carrillo and Jesus E. Carrillo, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) 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: ____________________________

SANGMAN OH
Commission # 2071453
Notary Public - California
Los Angeles County
My Comm. Expires Jun 14, 2018

OPTIONAL

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

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SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

SIGNER(S) OTHER THAN NAMED ABOVE

01135.0006/332659.2
EXHIBIT "A"

SCOPE OF WORK

I. Contractor shall perform all of the work and comply with the Project Plans and all of the specifications and requirements in the "General Provisions" and "Special Provisions" included in the bid documents for the project entitled "Public Facilities Improvements Project – Treder Park in the City of Bell," including any documents or exhibits referenced therein ("collectively, the "Services"). Should any specifications not be included in the specifications for this project, the current edition of the 2015 California Building Code shall govern. For any inconsistency, the Project Plans shall take precedence, then Bid Specifications included with the Invitation for Bids, then the California Building Code.

II. The Services are generally described as furnishing interior and exterior improvement at the restroom as shown on the project plans and specifications. These Services shall include, but are not limited to, the following:

1. Demolition Work
2. New Concrete Footings & New CMU Walls
3. New 8" Thick CMU Walls
4. New 16" Thick CMU Seat Wall with Concrete Cap and Foundation
5. Patch Existing Concrete Columns & Existing Ceiling
6. Metal Screens above CMU Walls
7. Decorative Gate with Trim and Hardware
8. Fiberglass Louvers in CMU Wall for Ventilation
9. Aluminum Trimas at Ceiling
10. 1-1/2" Diameter Stainless Steel Wing Barriers at Drinking Fountain
11. New 4x10 Wood Beams
12. Existing Hollow Metal Part Doors with New Paint
13. Restroom Paint - Interior
14. Power wash exterior of building including metal roof
15. High pressure power wash in restrooms and exterior perimeter walkway
16. Prep and Paint Partitions
17. New Epoxy Floor Coating
18. Restroom Signage (door/wall)
19. Phenolic partitions, floor mounted
20. 1-1/2" Diameter Grab bars, Stainless Steel
21. Surface Mounted Paper Towel Dispensers
22. Surface mounted toilet paper dispenser
23. Surface Mounted Toilet Seat Cover Dispenser
24. Surface Mounted Soap Dispenser
25. Porcelain Lavatory, Wall Mounted
26. Porcelain Water Closet, Floor Mounted
27. Porcelain Urinal, Wall Mounted
28. Hi-lo Drinking Fountain, Wall Mounted
29. New Light Fixture Replacement

III. Contractor acknowledges and agrees to the following in the provision of the Services described above:

1. It is understood and agreed that the Contractor has, by careful examination, satisfied himself as to the nature and location of the Services, the conformation of the streets/ground, the character, quality and quantity of the materials to be encountered, the character of the equipment and facilities needed preliminary to and during the prosecution of the Services under this Agreement.

2. The Services to be done consists of furnishing all labor, materials, methods and processes, implements, tools and machinery to perform and complete in a good working like manner which are necessary and required for the Services.

3. Upon completion and before making applications for acceptance of the Services, the Contractor shall clean the project site and all parts of the work shall be left in a neat and presentable condition.

4. City reserves the right to increase or decrease the quantity of any Services or tasks, or to omit portions of the Services in accordance with this Agreement, as may be deemed necessary or expedient by the City. All alterations shall conform to Section 3 of the Bid Specification's General Provisions.
5. When approved or directed by the Contract Officer or his/her authorized designee, minor variations from the standard details may be done when considered best in order to meet existing conditions subsequently developed and not apparent previously.

6. It shall be the responsibility of the Contractor to notify Underground Service Alert (U.S.A.) at least forty-eight (48) hours prior to the start of any excavation work, including stump grinding. It shall also be the Contractor's responsibility to remove the spray paint markings of the different utilities after the completion of the project.

IV. In addition to the requirements of Section 6.2, during performance of the work, Contractor will keep the City apprised of the status of performance by delivering the following status reports:

1. Daily work activity reports to the project inspector and meet as required by the City to provide schedule and work updates.

V. All work is subject to review and acceptance by the City, and must be revised by the Contractor without additional charge to the City until found satisfactory and accepted by City.
EXHIBIT "B"

SPECIAL REQUIREMENTS

(Superseding Contract Boilerplate)

- In accordance with Section 5.5, upon execution of this Agreement and prior to commencement of work, Contractor shall provide a performance bond securing Contractor’s faithful performance of this Agreement in the amount equal to or greater than the Contract Sum. In addition, prior to commencement of work, Contractor shall provide a payment bond in the amount of the Contract Sum securing payment for all persons furnishing labor and materials in connection with the work under this Agreement in a form acceptable to the City. If the Contract Sum is increased, Contractor shall increase the amounts of the performance bond and payment bond in the same or greater amount as the increase in the Contract Sum.

- The following documents on pages B-2 thru B-16, inclusive, shall be required to be completed and executed by Contractor and are hereby made a part of this Agreement:
  
  o Faithful Performance Bond
  o Payment Bond
  o Worker’s Compensation Insurance Certificate
  o Declaration of Sufficiency of Funds
  o Guaranty
  o Final Closeout Agreement and Release of All Claims
PUBLIC FACILITIES IMPROVEMENTS PROJECT – TREDER PARK
IN THE CITY OF BELL

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, ____________________________________________
__________________________ as Contractor, and Surety, are held and firmly bound unto THE CITY OF BELL, a public body, corporate and politic ("Agency") in the penal sum of ____________________________________________ dollars ($__________), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sums, Contractor and Surety agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been awarded and is about to enter into the annexed Agreement with Agency for the above stated project, if Contractor faithfully performs and fulfills all obligations under the Agreement (including but not limited to the obligations of the Contract Documents incorporated therein) in the manner and time specified therein, then this obligation shall be null and void at the end of all warranty periods set forth in the Agreement, otherwise it shall remain in full force and effect in favor of Agency; provided that any alterations in the obligations or time for completion made pursuant to the terms of the Agreement shall not in any way release either Contractor or Surety, and notice of such alterations is hereby waived by Surety.

WITNESS our hands this _____ day of __________________. ___.

Subscribed and sworn to before me

this _____ day of __________. ___.

(Print Name of Contractor, Company or Corporation)

__________________________

(Signature of Notary Public)

By: ______________

(President)

By: ______________

(Secretary/Treasurer)

(SEAL) (SEAL)
FAITHFUL PERFORMANCE BOND

Subscribed and sworn to before me

this _____ day of __________, __________.

________________________________________
(Print Surety’s Name)

________________________________________
(Signature of Notary Public)

(Surety’s Mailing Address)

By:____________________________________
(SEAL)

(Name)

______________________________
(Title)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.
PUBLIC FACILITIES IMPROVEMENTS PROJECT- TREDEG PARK  
IN THE CITY OF BELL

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

___________________________ as Contractor, and

___________________________ as

Surety, are held and firmly bound unto THE CITY OF BELL, a public body, corporate and politic ("Agency") in the penal sum of ______________________ dollars ($__________), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, Contractor and Surety agree to be bound, jointly and severally by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been awarded and is about to enter into the annexed Agreement with Agency for the above stated project, if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said Agreement, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, Surety will pay for the same in an amount not exceeding the sum set forth above, which amount shall insure to be the benefit of all persons entitled to file claims under the State Civil Code; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the Agreement shall not in any way release either Contractor or Surety, and notice of said alterations is hereby waived by Surety.

WITNESS our hands this _____ day of ________________, ___.

Subscribed and sworn to before me

this _____ day of __________, ___. (Print Name of Contractor, Company or Corporation)

___________________________

(Signature of Notary Public)

By: _______________________

(President)

By: _______________________

(Secretary/Treasurer)

(SEAL) (SEAL)
PAYMENT BOND

Subscribed and sworn to before me
this _____ day of __________, ___.

(Print Surety’s Name)

(Signature of Notary Public)  (Surety’s Mailing Address)

By: __________________________

(SEAL)  (Name)

(Title)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.
WORKER'S COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code Amended by Stats. 1979, (C.373, p1343), each Contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to City of Bell prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires 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 I will comply with such provisions before commencing the performance of work of this contract."

________________________________________
(Contractor)

By: ______________________________________
(Print Name)

________________________________________
(Signature)

________________________________________
(Title)

________________________________________
(Date)

Section 3700 of the State Labor Code reads in pertinent part as follows:

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employers, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."
DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of ______________ (insert name of Bidder) ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder’s employer identification number for state tax purposes is ____________________ (insert identification number).

2. The Bidder’s workers’ compensation insurance policy number is ____________________ (insert policy number) and the name, address, and telephone number of the insurance carrier providing said insurance is: ____________________ (insert information requested).

3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is subject of the Bidder’s Bid to the District (insert information requested. Attach addition sheets, if needed):

<table>
<thead>
<tr>
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B-7
4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is subject of the Bidder's Bid to the District (insert information requested. If no such housing will be provided, enter "none").

5. The actual or estimated number of workers that will be employed to perform the Work of the Project that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the date on which said wages will be paid are as follows (attach additional sheets, if needed):

<table>
<thead>
<tr>
<th>Total Number of Workers</th>
<th>Total Amount of Wages</th>
<th>Dates for Payment of Wages</th>
</tr>
</thead>
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</tr>
</tbody>
</table>

6. Check only one of the following boxes, as applicable:

☐ The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed; or

☐ The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of Bid, rather than the actual number of workers that will be employed.

7. The actual or estimated total number of persons and entities who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Bidder's Bid (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations are as follows (attach additional sheets, if needed):
8. Check only one of the following boxes, as applicable:

☐ The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized; or,

☐ The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Bidder's best estimate available at the time of Bid, rather than the actual number of independent contractors that will be utilized.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this ______ day of ____________, in the year ________.

____________________________
Print Name
COMMUNITY DEVELOPMENT DEPARTMENT
OF THE CITY OF BELL

PUBLIC FACILITIES IMPROVEMENTS PROJECT – TREDER PARK
IN THE CITY OF BELL

GUARANTY

In accordance with the terms of the contract for the ____________________________

_________________________ in the City of Bell, California approved
between THE CITY OF BELL, a public body, corporate and politic ("Agency") and the undersigned, under which contract the undersigned shall complete work as described in the contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City Council, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within 10 days after the receipt of demand from the Agency. In the event repairs are not made within 10 days, the Agency shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the Agency, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the Agency, to replace any such equipment and repair said items completely without cost to the Agency so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the Agency the Agency; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the Agency, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

_________________________  ____________________________
Date                                Contract
FINAL CLOSEOUT AGREEMENT AND
RELEASE OF ALL CLAIMS

THIS AGREEMENT AND RELEASE OF ALL CLAIMS is made in Bell, California, this ___ day of ____________, ___ by and between THE CITY OF BELL, hereinafter referred to as "AGENCY"; and _______________________________, hereinafter referred to as "CONTRACTOR".

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, as the authorized representative of CONTRACTOR, for and in consideration of ________________________________ DOLLARS ($___________), to be paid to the CONTRACTOR, does hereby and for each of its successors, assigns and partners, release, acquit and forever discharge the AGENCY, and each of its successors, assigns, officers, agents, servants, consultants and employees, from any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever which might have been asserted against AGENCY by reason of any matter or thing which was the subject matter of or basis for:

1. The performance of all terms and conditions of that certain contract dated ____________________________, for this Project, PROJECT, The Gage Avenue Improvements from Wilcox Avenue to River Drive.

2. Change Order Nos. _________ through _________, inclusive, as approved by AGENCY and CONTRACTOR, pertaining to this Project;

3. The claim for equitable contract adjustment time extension required to complete all improvements for this project, dated ________________, ___ in a timely manner and to the satisfaction of CITY ENGINEER of AGENCY, as compromised and settled by Change Order No. _______ approved ______________, ___;

4. Claims, known or unknown, of any subcontractors of CONTRACTOR relating to this Project and Change Order Nos. _________ through ____________, inclusive relating thereto.

Excepting only the payment of the retained cash amount of $________ and the release of bonds to guarantee labor and materials payment and faithful performance.
That the undersigned, as the authorized representative of AGENCY, for and in consideration of the CONTRACTOR’S completion of this Project, does hereby and for each of its successors, assigns and partners, release, acquit and forever discharge CONTRACTOR, and each of its successors, assigns, officers, agents, servants and employees from any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever which might have been asserted against CONTRACTOR by reason of any matter or thing which was the subject matter of or basis for:

Change Order Nos. ______ through ______, inclusive, as approved by AGENCY and CONTRACTOR, pertaining to this Project.

Excepting only CONTRACTOR’S completion of all work as specified by this Project.

Nothing contained herein shall waive or alter the rights, privileges and powers of the AGENCY or the duties, liabilities and obligations of the CONTRACTOR and its surety with respect to this Project.

All work for this Project shall be completed to acceptable standards and tolerances prior to execution of this agreement.

Upon execution of this agreement, the AGENCY agrees to immediately file and record a Notice of Completion with the County Recorder’s Office to begin the statutory lien period. The AGENCY agrees that the execution of this agreement commences the running time of any warranty or guarantee periods specified in the contract. The AGENCY and CONTRACTOR agree that the CONTRACTOR is liable for damages for delay, liquidated damages, in the amount of $__________ for failure to complete the work specified in this Project Specifications within Sixty (60) working days, time allowed under Section _____ of This Project Specifications.

The presently retained amount $__________ is ten percent (10%) of the total adjusted contract cost $__________, for this Project, less liquidated damages of $__________. Said retention monies will be released to the

CONTRACTOR at the expiration of the lien period thirty-five (35) calendar days after recordation of the Notice of Completion by the County Recorder’s Office.
CONTRACTOR and AGENCY agree that the total adjusted contract price and time of performance for this Project as follows:

ORIGINAL CONTRACT PRICE $___________ _____ working days

ADD

CHANGE (DEDUCT) TIME

ORDER DESCRIPTION AMOUNT

EXTENSION

TOTAL CHANGE ORDER NOS. _____-_____ _____

FINAL ADJUSTED CONTRACT PRICE $___________ _____ working days

The final completion date of the work for this Project is _______________

It is understood and agreed by the undersigned that the facts with respect to which the foregoing Release is given may hereafter turn out to be other than or different from the facts now known to be or believed by said undersigned to be true, and the undersigned hereto expressly assume the risk of the facts turning out to be different than they now appear, and agree that the foregoing Release shall be, in all respects, effective and not subject to termination or rescission by any such difference in facts. The undersigned hereby expressly waive any and all rights the undersigned have or may have under California Civil Code Section 1542, which provides as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the Release which if known by him must have materially affected his settlement with the debtor.”

It is understood and agreed that this settlement is a compromise of doubtful and disputed claims, and that the releases made by the CONTRACTOR and AGENCY herein are not to be
construed as an admission or admissions of liability on the part of either party and that the parties deny liability thereof and intend merely to avoid litigation and to buy their peace.

The undersigned agree that they will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding against the other party based on, arising out of, or in any way connected with the subject matter of this Release.

The CONTRACTOR hereby releases and agrees to indemnify the AGENCY for all claims, including those of its Subcontractors for any and all delay and impact costs.

The terms of this release shall not excuse the responsibility of the CONTRACTOR to guarantee all work for a period of one (1) year from the date of acceptance of all improvements by the AGENCY. CONTRACTOR shall repair and replace any and all improvements damaged or failed (ordinary wear and tear, and usual abuse or neglect accepted) and shall maintain the original Faithful Performance Bond in full force and effect for the entire guarantee period.

The CONTRACTOR represents and warrants to the AGENCY that the CONTRACTOR has not heretofore assigned, or transferred, or purported to assign or transfer to any person, firm, corporation, association or entity any of the rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever and the CONTRACTOR agrees to indemnify and hold harmless the AGENCY against, without limitation, any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims, including attorneys' fees, arising out of or connected with any such assignment or transfer or purported assignment or transfer.

The undersigned acknowledge that they have been represented by counsel of their own choice in connection with the preparation and execution of this mutual Release of All Claims in full, and understand, and voluntarily consent, and agree to each and every provision contained herein.

The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the undersigned and that this Release contains the entire agreement among the parties hereto and that the terms of this Release are contractual and not a mere recital.
The persons executing this Release of All Claims represent and warrant to the other party that the execution and performance of the terms of this Release have been duly authorized by all requisite corporate, partnership, individual or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter into this Release.

Executed this _____ day of ______________, ____ at Bell, California.

AGENCY: ____________________________

[CHAIRMAN/DESIGNEE] -

[INVITING AGENCY] of the City of Bell

CONTRACTOR: ____________________________

(Name of Contractor, Company or Corporation)

Telephone No. ______________

ATTEST: ____________________________

By: ____________________________

(Print)

______________________________

Agency [SECRETARY/DESIGNEE]

[INVITING AGENCY] of the City of Bell

______________________________

(Signature)

(Title)

APPROVED AS TO CONTENT:

______________________________

[EXECUTIVE DIRECTOR OR OTHER DESIGNEE] - [INVITING AGENCY]

of the City of Bell
APPROVED AS TO FORM:

[TITLE OF COUNSEL] – [INVITING AGENCY] of the City of Bell

NOTE: SIGNATURE’S OF CORPORATE AND SURETY OFFICIALS MUST BE NOTARIZED.
EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates on the Bid Sheet submitted as part of Contractor's Proposal, and listed below:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit</th>
<th>Estimated Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demolition Work (plumbing fixtures, partitions, walls, steel tube fence, doors, drinking fountains)</td>
<td>LS</td>
<td>1</td>
<td>$15,000.00</td>
<td>$15,000.00</td>
</tr>
<tr>
<td>2</td>
<td>New concrete footings @ new CMU walls</td>
<td>LS</td>
<td>1</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>3</td>
<td>New 8” thick CMU walls</td>
<td>LS</td>
<td>1</td>
<td>$5,500.00</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>4</td>
<td>New 16” thick CMU seat wall with concrete cap and foundation</td>
<td>LS</td>
<td>1</td>
<td>$12,500.00</td>
<td>$12,500.00</td>
</tr>
<tr>
<td>5</td>
<td>Patch existing concrete columns &amp; ext. ceiling</td>
<td>LS</td>
<td>1</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Metal screens above CMU walls</td>
<td>EA</td>
<td>2</td>
<td>$3,500.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Decorative Gate with Trim and hardware</td>
<td>EA</td>
<td>2</td>
<td>$3,500.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Fiberglass louvers in CMU wall For ventilation</td>
<td>EA</td>
<td>8</td>
<td>$2,000.00</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Aluminum Trims at Ceiling</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>10</td>
<td>1-1/2” dia. stainless steel wing barriers @ drinking fountain</td>
<td>EA</td>
<td>2</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>11</td>
<td>New 4x10 wood beams</td>
<td>EA</td>
<td>2</td>
<td>$2,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Existing Hollow metal pair doors with new paint</td>
<td>EA</td>
<td>1</td>
<td>$750.00</td>
<td>$750.00</td>
</tr>
<tr>
<td>13</td>
<td>Restroom Paint - Interior</td>
<td>LS</td>
<td>1</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>14</td>
<td>Power wash exterior of building including metal roof</td>
<td>LS</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>15</td>
<td>High pressure power wash in restrooms and exterior perimeter walkway</td>
<td>LS</td>
<td>1</td>
<td>$2,000.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>16</td>
<td>Prep and paint metal roof and fascia</td>
<td>LS</td>
<td>1</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>17</td>
<td>New epoxy floor coating</td>
<td>LS</td>
<td>1</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Restroom signage (door/wall)</td>
<td>EA</td>
<td>4</td>
<td>$500.00</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>19</td>
<td>Phenolic partitions, floor mounted</td>
<td>EA</td>
<td>3</td>
<td>$3,000.00</td>
<td>$9,000.00</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Description of Material/Service</td>
<td>Unit</td>
<td>Quantity</td>
<td>Unit Price</td>
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<tr>
<td>20</td>
<td>1-1/2&quot; dia. grab bars, stainless steel, 36&quot;x54&quot;</td>
<td>EA</td>
<td></td>
<td>2</td>
<td>$500.00</td>
</tr>
<tr>
<td>21</td>
<td>Surface mounted paper towel dispenser</td>
<td>EA</td>
<td></td>
<td>2</td>
<td>$400.00</td>
</tr>
<tr>
<td>22</td>
<td>Surface mounted toilet paper dispenser</td>
<td>EA</td>
<td></td>
<td>3</td>
<td>$400.00</td>
</tr>
<tr>
<td>23</td>
<td>Surface mounted toilet seat cover dispenser</td>
<td>EA</td>
<td></td>
<td>3</td>
<td>$400.00</td>
</tr>
<tr>
<td>24</td>
<td>Surface mounted soap dispenser</td>
<td>EA</td>
<td></td>
<td>2</td>
<td>$400.00</td>
</tr>
<tr>
<td>25</td>
<td>Porcelain lavatory, wall mounted</td>
<td>EA</td>
<td></td>
<td>2</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>26</td>
<td>Porcelain water closet, floor mounted</td>
<td>EA</td>
<td></td>
<td>3</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>27</td>
<td>Porcelain urinal, wall mounted</td>
<td>EA</td>
<td></td>
<td>1</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>28</td>
<td>Hi-Lo Drinking fountain, wall mounted</td>
<td>EA</td>
<td></td>
<td>1</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>29</td>
<td>New light fixture replacement (interior/exterior)</td>
<td>EA</td>
<td></td>
<td>16</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

**TOTAL BASE BID AMOUNT** $171,250.00

II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.

III. Within the budgeted amounts for each item on the Bid Sheet, and with the approval of the Contract Officer, funds may be shifted from one item’s subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Work is approved per Section 1.10.

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

V. The total compensation for the Services shall not exceed **One Hundred Seventy One Thousand Two Hundred Fifty Dollars and No Cents ($171,250.00)** as provided in Section 2.1 of this Agreement.
EXHIBIT “D”

SCHEDULE OF PERFORMANCE

I. Following issuance of a Notice to Proceed by the Contract Officer, the Contractor shall have forty (50) calendar days to complete the Services based on the following schedule:

   a. Demolition work shall be completed to the satisfaction of the Contract Officer no later than 15 calendar days after issuance of the Notice to Proceed.

   b. Interior work shall be completed to the satisfaction of the Contract Officer no later than 35 calendar days after issuance of the Notice to Proceed.

   c. Exterior and miscellaneous work shall be completed to the satisfaction of the Contract Officer no later than 50 calendar days after issuance of the Notice to Proceed.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.
PUBLIC FACILITIES IMPROVEMENTS PROJECT – TREDER PARK
IN THE CITY OF BELL

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, C.E.M. Construction Corporation

as Contractor, and Surety, are

held and firmly bound unto THE CITY OF BELL, a public body, corporate and politic ("Agency")
in the penal sum of One hundred seventy one thousand two hundred fifty and 00/100 dollars
($171,250.00), which is one hundred percent (100%) of the total contract amount for the above
stated project, for the payment of which sums, Contractor and Surety agree to be bound, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been
awarded and is about to enter into the annexed Agreement with Agency for the above stated project,
if Contractor faithfully performs and fulfills all obligations under the Agreement (including but not
limited to the obligations of the Contract Documents incorporated therein) in the manner and time
specified therein, then this obligation shall be null and void at the end of all warranty periods set
forth in the Agreement, otherwise it shall remain in full force and effect in favor of Agency;
provided that any alterations in the obligations or time for completion made pursuant to the terms of
the Agreement shall not in any way release either Contractor or Surety, and notice of such alterations
is hereby waived by Surety.

WITNESS our hands this 13th day of February, 2016.

Subscribed and sworn to before me

this 4th day of March, 2017

(Signature of Notary Public)

C.E.M. Construction Corporation

(Print Name of Contractor, Company or Corporation)

By: [Signature]

(President)

By: [Signature]

(Secretary/Treasurer)

(SEAL)

(SEAL)
FAITHFUL PERFORMANCE BOND

Subscribed and sworn to before me
this ______ day of _________, ___.
SEE ATTACHED DOCUMENT

(Signature of Notary Public)

Developers Surety and Indemnity Company

(Print Surety's Name)

500 S. Kraemer Blvd., Suite 300
Brea, CA 92821

(Surety's Mailing Address)

By: ____________
Michael Castaneda
(Name)

(SEAL)

Attorney-in-Fact

>Title)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.
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 Orange

On February 13, 2017 before me, Rudy Urieta, Notary Public, 

personally appeared Michael Castaneda


Place Notary Seal Above

RUDY URIETA
COMM. #2159828
Notary Public-California
ORANGE COUNTY
My Comm. Expires Jul 14, 2020

OPTIMAL

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: Faithful Performance Bond

Document Date: February 13, 2017 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Castaneda

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

Signer is Representing:

Left thumbprint

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

Right thumbprint
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Andrew Waterbury, Shauna Rozelle Ostrom, Michael Castaneda, Dwight Reilly, Daniel Huckabay, Arturo Ayala, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 18th day of April, 2015.

By: __________________________
Daniel Young, Senior Vice-President

By: __________________________
Mark Lansdon, Vice-President

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 Orange

On __________________________ before me, Daniel Young and Mark Lansdon
personally appeared __________________________
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 __________________________
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this __________ day of __________, 2017.

By: __________________________
Cassie J. Berndorf, Assistant Secretary

ID-1380 (Rev. 04/16)
PUBLIC FACILITIES IMPROVEMENTS PROJECT– TREDER PARK
IN THE CITY OF BELL
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that

C.E.M. Construction Corporation

__________________________

as Contractor, and
Developers Surety and Indemnity Company, as

Surety, are held and firmly bound unto THE CITY OF BELL, a public body, corporate and politic
(“Agency”) in the penal sum of One hundred seventy one thousand two hundred fifty and 00/100
dollars ($171,250.00 ), which is one hundred percent (100%) of the total contract amount for the
above stated project, for the payment of which sum, Contractor and Surety agree to be bound, jointly
and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been
awarded and is about to enter into the annexed Agreement with Agency for the above stated project,
if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the
performance of the work to be done under said Agreement, or fails to submit amounts due under the
State Unemployment Insurance Act with respect to said labor, Surety will pay for the same in an
amount not exceeding the sum set forth above, which amount shall insure to be the benefit of all
persons entitled to file claims under the State Civil Code; provided that any alterations in the work to
be done, materials to be furnished, or time for completion made pursuant to the terms of the
Agreement shall not in any way release either Contractor or Surety, and notice of said alterations is
hereby waived by Surety.

WITNESS our hands this 13th day of February, 2018.

Subscribed and sworn to before me

this 4th day of March, 2017.

__________________________

(Signature of Notary Public)

__________________________

C.E.M. Construction Corporation

(Print Name of Contractor, Company or Corporation)

By:

__________________________

(Seal)

(Secretary/Treasurer)

SANGMAN OH
Commission # 2071453
Notary Public - California
Los Angeles County
Comm. Expires Jun 14, 2018

01135.0006332639.2
PAYMENT BOND

Subscribed and sworn to before me

this ______ day of ______________, __________.

SEE ATTACHED DOCUMENT

(Signature of Notary Public)

Developers Surety and Indemnity Company

(Print Surety's Name)

500 S. Kraemer Blvd., Suite 300
Brea, CA 92821

(Surety's Mailing Address)

By: ___________________________

Michael Castaneda

(Name)

Michael Castaneda

Attorney-in-Fact

(Title)

NOTE: SIGNATURES OF CORPORATE OFFICIALS AND SURETY MUST BE NOTARIZED, ATTACH JURAT.
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 Orange

On February 13, 2017 before me, Rudy Urieta, Notary Public,

Date

Insert Name of Notary exactly as it appears on the official seal

personally appeared Michael Castaneda

Name(s) of Signer(s)

Place Notary Seal Above

Ο RUDY URIETA
COMM. #2159828
Notary Public-California
ORANGE COUNTY
My Comm. Expires Jul 14, 2020

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

Rudy Urieta

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: Payment Bond

Document Date: February 13, 2017 Number of Pages: 2

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Castaneda

☐ Individual

☐ Corporate Officer — Title(s): 

☐ Partner ☐ Limited ☐ General

☒ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: ______________________

Signer is Representing: ______________________

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: ______________________

Top of thumb here

RIGHT THUMBPRT
OF SIGNER
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Andrew Waterbury, Shaunna Rozelle Ostrom, Michael Castaneda, Dwight Reilly, Daniel Huckabay, Arturo Ayala, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 18th day of April, 2016.

By: 
Daniel Young, Senior Vice-President

By: 
Mark Landon, Vice-President

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 Orange

On April 18, 2016 before me,


Daniel Young and Mark Landon

Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature 
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 13th day of February, 2017.

By: 
Cassie J. Barnesford, Assistant Secretary

ID-1383 (Rev. 04/16)
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity(s), and that by 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: ____________________________

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 reallocation of this form to another document.

Description of Attached Document
Title or Type of Document: Faithful Performance Bond and Payment Bond

Document Date: ____________________________ Number of Pages: 4

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name: ____________________________ Signer’s Name: ____________________________
Corporation Officer — Title(s): ____________________________ Individual
Partner — Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other

Signer is Representing: ____________________________

______________________________
Signature of Notary Public

______________________________
Signature of Notary Public

Placard Notary Seal Above

SANGMAN OH
Commission # 2071453
Notary Public - California
Los Angeles County
My Comm. Expires June 14, 2018

CIVIL CODE § 1189
RIDER

To be attached to and form part of Performance Bond No. 17E272445019009 executed by Developers Surety and Indemnity Company, as Surety,

In favor of The City of Bell, as Obligee,

On behalf of C.E.M. Construction Corporation, as Principal,

Effective February 13th, 2016.

It is hereby agreed that:

1) Amend performance bond no. from 17E272445019009 to 506584P.
2) Amend performance bond effective date from February 13, 2016 to February 13, 2017

Provided however:

1. Except as expressly modified herein, said bond shall be subject to all its terms and conditions, and

2. The liability of the Surety shall in no event exceed the penalty of said bond as set forth therein or as modified herein.

This rider shall be effective February 13th, 2017 and is signed sealed and dated this 8th day of March, 2017.

C.E.M. Construction Corporation

(Principal)

Developers Surety and Indemnity Company

by: JESÚS E. CARRILLO by: Michael Castaneda

Attorney-in-fact Michael Castaneda
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 Orange }

On March 8, 2017 before me, Rudy Urieta Notary Public, Date

personally appeared Michael Castaneda 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 which 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

Rudy Urieta

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: Rider

Document Date: March 8, 2017 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Michael Castaneda

☐ 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
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Andrew Waterbury, Shaunnna Rozelle Ostrom, Michael Castaneda, Dwight Reilly, Daniel Huckabay, Arturo Ayala, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attests the execution of any such Power of Attorney.

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 5th day of February, 2017.

By: ___________________________
   Daniel Young, Senior Vice-President

By: ___________________________
   Mark Lamsdon, Vice-President

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 Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public

personally appeared Daniel Young and Mark Lamsdon

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 ___________________________
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of March 2017.

By: ___________________________
   Cassie J. Harriford, Assistant Secretary

ATS-1002 (02/17)
RIDER

To be attached to and form part of Performance Bond No. 17E272445019009 executed by Developers Surety and Indemnity Company, as Surety,

In favor of The City of Bell, as Obligee,

On behalf of C.E.M. Construction Corporation, as Principal,

Effective February 13th, 2016.

It is hereby agreed that:

1) Amend performance bond no. from 17E272445019009 to 506584P.
2) Amend performance bond effective date from February 13, 2016 to February 13, 2017

Provided however:

1. Except as expressly modified herein, said bond shall be subject to all its terms and conditions, and

2. The liability of the Surety shall in no event exceed the penalty of said bond as set forth therein or as modified herein.

This rider shall be effective February 13th, 2017 and is signed sealed and dated this 8th day of March, 2017.

C.E.M. Construction Corporation

(Principal)

Developers Surety and Indemnity Company

by: [Signature] 03-12-2017 by: [Signature] Attorney-in-fact Michael Castaneda
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 Orange

On March 8, 2017 before me, Rudy Urieta, Notary Public, personally appeared Michael Castaneda who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the 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 __________________

Rudy Urieta

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: Rider

Document Date: March 8, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: _____________________________

Capacity(ies) Claimed by Signer(s)

Signer’s Name: Michael Castaneda

☐ 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
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Andrew Waterbury, Shaunna Rozelle Ostrom, Michael Castaneda, Dwight Reilly, Daniel Huckabay, Arturo Ayala, jointly or severally***

as their true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary the 6th day of February, 2017.

By: Daniel Young, Senior Vice-President
   Mark Lansdon, Vice-President

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 Orange

On February 6, 2017 before me, Lucille Raymond, Notary Public

personally appeared Daniel Young and Mark Lansdon

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

Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of March, 2017.

By: Cassie J. Barndford, Assistant Secretary

ATS-1002 (02/17)
RIDER

To be attached to and form part of Payment bond no. 506584P executed by Developers Surety and Indemnity Company, as Surety,

In favor of The City of Bell, as Obligee,

On behalf of C.E.M. Construction Corporation, as Principal,

Effective February 13th, 2016.

It is hereby agreed that:

Amend payment bond effective date from February 13, 2016 to February 13, 2017

Provided however:

1. Except as expressly modified herein, said bond shall be subject to all its terms and conditions, and

2. The liability of the Surety shall in no event exceed the penalty of said bond as set forth therein or as modified herein.

This rider shall be effective February 13th, 2017 and is signed sealed and dated this 8th day of March, 2017.

C.E.M. Construction Corporation

(Principal) Developers Surety and Indemnity Company

by: JEFF CARRILL by: Michael Castaneda

Attorney-in-fact Michael Castaneda
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 Orange

On March 8, 2017 before me, Rudy Urieta Notary Public,

personally appeared Michael Castaneda

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/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

Rudy Urieta

OPTIONAL

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Description of Attached Document

Title or Type of Document: Rider

Document Date: March 8, 2017 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Castaneda

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

Signer is Representing:

SIGNER

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:

SIGNER

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 283-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Andrew Waterbury, Shaunna Rozelle Ostrom, Michael Castaneda, Dwight Reilly, Daniel Huckabay, Arturo Ayala, Jointly or severally***

as their true and lawful Attorney(s)-In-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-In-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-In-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By:
Daniel Young, Senior Vice-President

By:
Mark Lansdon, Vice-President

State of California
County of Orange
On February 6, 2017 before me, Lucille Raymond, Notary Public

personally appeared Daniel Young and Mark Lansdon

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
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of March, 2017.

By:
Cassie J. Bemisford, Assistant Secretary

ATS-1002 (02/17)
RIDER

To be attached to and form part of Payment bond no. 506584P executed
By Developers Surety and Indemnity Company, as Surety,

In favor of The City of Bell, as Obligee,

On behalf of C.E.M. Construction Corporation, as Principal,

Effective February 13th, 2016.

It is hereby agreed that:

Amend payment bond effective date from February 13, 2016 to February 13, 2017

Provided however:

1. Except as expressly modified herein, said bond shall be subject to all its terms and conditions, and

2. The liability of the Surety shall in no event exceed the penalty of said bond as set forth therein or as modified herein.

This rider shall be effective February 13th, 2017 and is signed sealed and dated this 8th day of March, 2017.

C.E.M. Construction Corporation

(Principal)

Developers Surety and Indemnity Company

by: Israel J. Carrillo by: Michael Castaneda

Attorney-in-fact Michael Castaneda
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 Orange

On March 8, 2017 before me, Rudy Urieta, Notary Public, personally appeared Michael Castaneda

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.

Signature ___________________________ Signature of Notary Public: ___________________________

Rudy Urieta

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: Rider

Document Date: March 8, 2017 Number of Pages: 1

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Michael Castaneda

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

Signer is Representing:

______________________________

______________________________

Signer's Name: ___________________________

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

Signer is Representing:

______________________________

______________________________
POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

***Andrew Waterbury, Shauna Rozelle Ostrom, Micheel Castaneda, Dwight Reilly, Daniel Huckabay, Arturo Ayala, jointly or severally***

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship, and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attach the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 8th day of February, 2017.

By: Daniel Young, Senior Vice-President

By: Mark Lansdon, Vice-President

[Signature]
Daniel Young

[Signature]
Mark Lansdon

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State of California
County of Orange

On February 6, 2017, before me, Lucille Raymond, Notary Public,

personally appeared Daniel Young and Mark Lansdon

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]
Lucille Raymond, Notary Public

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 8th day of March, 2017.

By: [Signature]
Casie J. Vincent, Assistant Secretary

[Signature]
Lucille Raymond, Notary Public

ATS-1002 (02/17)