

CONTRACT SERVICES AGREEMENT

By and Between

CITY OF BELL

and

DFS FLOORING

**AGREEMENT FOR CONTRACT SERVICES
BETWEEN THE CITY OF BELL AND
DFS FLOORING**

THIS AGREEMENT FOR CONTRACT SERVICES (herein“ Agreement”) is made and entered into this 10th day of August, 2016 by and between the City of Bell, a charter city (“City”) and DFS Flooring, a California limited liability partnership (“Contractor”). City and Contractor are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”). (The term Contractor includes professionals performing in a consulting capacity.)

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’s 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. SERVICES OF CONTRACTOR

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the “Scope of Services” attached hereto as Exhibit “A” and incorporated herein by this reference, which services 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 services 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 of good quality, 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 Contractor's Proposal.

The Scope of Service shall include the Contractor's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal 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 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits 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.

1.5 Familiarity with Work.

By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of services 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. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at City's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Contractor shall adopt reasonable methods 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 may be caused by City's own negligence.

1.7 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 his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair 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. This provision may be waived in Exhibit "B" if the services hereunder do not include construction of any improvements or the supplying of equipment or materials.

1.8 Prevailing Wages.

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 1600, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers,

employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

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 Services.

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 Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written 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. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$5,000.00, whichever is less; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services 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.

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 Thirty Four Thousand Eight Hundred and Sixteen Dollars (\$34,816.00) (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, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum 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 if 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. 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.

City shall 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 use its best efforts to cause Contractor to be paid within thirty (30) days of receipt of Contractor's correct and undisputed invoice. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor for correction and resubmission.

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 forth 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 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:

RAFAEL MENDEZ Project Manager
(Name) (Title)

(Name) (Title)

(Name) (Title)

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 foregoing 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 foregoing 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 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. 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) Comprehensive 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 \$1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. A policy of worker's 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 both the Contractor and the City 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 \$1,000,000. Said policy shall include coverage for owned, non-owned, leased and hired cars.

(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.

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 shall 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 ten (10) 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 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 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]



Contractor 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 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 ("indemnors"), or arising from Contractor's reckless

or willful misconduct, or arising from Contractor's or indemnors' 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.

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 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 Performance Bond.

Concurrently with execution of this Agreement, and if required in Exhibit "B", Contractor shall deliver to City performance bond in the sum of the amount of this Agreement, in the form provided by the City Clerk, which secures the faithful performance of this Agreement. The bond 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.

5.5 Sufficiency of Insurer or Surety.

Insurance or 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 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 5.4 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within 10 days of receipt of notice from the Risk Manager.

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 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.

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, revise 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 subcontractors 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.

6.4 Confidentiality and Release of Information.

(a) All 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 Los Angeles.

7.2 Disputes; Default.

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, when the default is cured, proceed with payment on the invoices. 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.

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.

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.

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.

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, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry 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, marital status, national origin, or ancestry.

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 the 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, 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.

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 Corporate Authority.

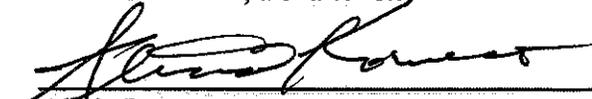
The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions 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]

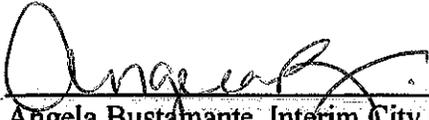
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF BELL, a charter city

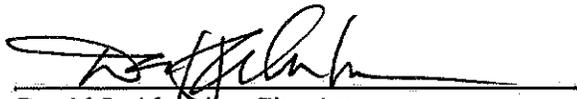

Alicia Romero, Mayor

ATTEST:


Angela Bustamante, Interim City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP *all*


David J. Aleshire, City Attorney

CONTRACTOR:

DFS Flooring, LLP

By: 
Name: ~~Manual Perez~~ *W. Eric Garner*
Title: Project Manager

Address: 15651 Saficoy Street
Van Nuys, CA 91406

Two signatures are required if a corporation.

NOTE: 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.

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 September 08, 2016 before me, Roxana Concepcion Mazariego-Magana
(insert name and title of the officer)

personally appeared Willie Garcia,
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 *Roxana Mazariego-Magana* (Seal)



EXHIBIT "A"

SCOPE OF SERVICES

I. Contractor will perform the following Services:

- A.** Remove, dispose or and replace the existing flooring at the Bell Community Center located at 6250 Pine Avenue.
- B.** Conduct sub-floor preparation and clean and prepare the existing concrete surface for application of new Luxury Vinyl Flooring product KARNDEAN DOVER No. LLP93 ("LVT"). (See C.ii., below.)
- C.** Installation shall be in strict accordance with manufacture's recommendations, Best Industry Practices and the specifications herein, and is broken down into the following tasks:
 - i. Stair labor. This includes demolition and disposal of existing LVT, and preparation and installation of new flooring, including stair nosing to prevent trip hazards. Installation of flooring on stairs is listed separately because it requires additional preparation work.
 - ii. Floor prep and leveling – fill joints/skim coat floor/minimal leveling.
 - iii. RB-1 wall base supplied and installed – Jonhsonite wall base (DC)-RUBBER-COVE-6"x1/8"
 - iv. LVT supplied and installed – KARNDEAN International Dover LLP93

D. Product Specifications:

- i. Product - Loose Lay Series 11 Wide Plank
- ii. Manufacturer - KARNDEAN
- iii. Pattern - #LLP93
- iv. Color Name - Dover (Dark Chocolate)
- v. Wear layer Thickness - 20mil
- vi. Width - 9.84 Inches
- vii. Length - 41.34 Inches
- viii. Gauge - 4.5 mm

- ix. Surface Type - Pure Virgin PVC w/Proprietary
- x. Slip Resistance - R10 Areas of Application
- xi. Areas of Application - EN685
- xii. Light Reflectance Value - 7A510 9239 1
- xiii. Reaction To Fire - CRF:8.0kW/m² 105 %BS 7976 Pendulum Dry59BS
7976 Pendulum Wet21ARCAT Link
- xiv. Materials - Rubber Base Fed. Spec. SS-W-40, Type I or II, Style B -
Coved 4" high, 1/8" thick, color required to match existing. Reducer Strips
Rubber, 1" wide, thickness to match adjacent VCT
- xv. Adhesives - Waterproof type as recommended by flooring or base
manufacturer. Waterproof adhesive performs the same as a moisture
barrier.
- xvi. Floor Size: Approximately 3900 square feet.

E. Installation Guidelines

- i. Acclimatization of Material: At least 48 hours prior to installation, planks must be removed from packaging (product may be stacked, but must be rested flat) and allowed to acclimatize in the room where the installation is to take place. Room temperature should be kept between 18°C - 29°C (65°F - 85°F).
- ii. Subfloor Preparation: Subfloor preparation must comply with ASTM F710, AS/NZS 1884, BS 8203, DTU 53.2, DIN 18365 (Tell C) or other applicable National Standards and Building Codes for the installation of Resilient Flooring and in strict accordance with the following:
 - 1. Old Adhesive residues: All adhesive residues from previous installations must be completely removed.
 - 2. The subfloor must be dry, smooth, level, clean and dust-free.
 - 3. Note: Solvents and other abrasive chemicals used to clean or remove subfloor contaminants can damage the backing of KARNDEAN LooseLay and affect the product's performance.
- iii. Damp Subfloors: KARNDEAN LooseLay must only be installed on dry floors. The floor must have a moisture reading of less than 95% RH (or according to the National Standard).

1. If any sub floor shows moisture readings above 95% RH then an acceptable damp proof membrane/moisture suppression system must be applied.
 2. Note: a compliant pH level is also a requirement for concrete slabs in some countries' Standards. (If using the calcium chloride test procedure ASTM 1869-11 the reading must not be above Slbs per 1000sq ft. per 24hrs).
- iv. Concrete Floors: Subfloors/Screeds: All cracks and joints must be filled using a cement based patching compound and the floor needs to be level in accordance with the applicable Standard.
- v. KARNDEAN LooseLay can be installed on any subfloor; that is flat, level, smooth and dry, but need not be porous; using one of the following three options:
1. Loose lay: KARNDEAN LooseLay must be fitted "tight"; check that room edges are solid and all thresholds or openings are edged with a 4" strip of suitable tackifier/ pressure sensitive adhesive. The tile/planks must be fitted 'tightly' to the wall and to themselves. If the floor area to be installed has a wall longer than 13' please treat the installation as a Grid stick installation.
 2. Grid stick: In rooms with any wall longer than 13' the perimeter of the room requires a 4" strip of tackifier/pressure sensitive adhesive applied to the subfloor, and also at 13' distances parallel to each perimeter wall, covering the floor in a grid. The KARNDEAN LooseLay tiles/planks are then fitted "tightly" across the room to the wall and to themselves.
 3. Heavy Traffic Areas: In areas of high traffic (e.g., high foot-traffic entrances, high frequency wheeled traffic) we recommend installing tiles/ planks with a full coverage tackifier/pressure sensitive adhesive. Note: The adhesive used should still allow for easy 'peel up' and replacement of tiles/planks in this area.
- vi. Tile pattern shall be laid in one direction, joints staggered. Install reducer strips under doors where tile ends at door openings. Form resilient base corners by mitering, coping and bending.
- vii. At completion of job, all loose, cracked, chipped, stained or otherwise defective tile or base shall be removed and replaced in a manner satisfactory to the City.

- II. As part of the Services, Contractor will prepare and deliver the following tangible work products to the City:**
 - A. A completed and installed floor per the specifications above.

- III. In addition to the requirements of Section 6.2, during performance of the Services, Contractor will keep the City appraised of the status of performance by delivering the following status reports:**
 - A. Daily updates on progress of the work.
 - B. Immediate notice of any delay, and the reasons therefore.
 - C. Immediate notice of any problems or obstacles.

- IV. All work product 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.**

- V. Contractor will utilize the following personnel to accomplish the Services:**
 - A. Luis Zuniga
 - B. Ricardo Mares
 - C. Jesus Gomez
 - D. Rovin Flores

EXHIBIT "B"

SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)

I. Section 1.7 Warranty is amended to read:

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, including but not limited to KARNDEAN DOVER No. LLP93'S manufacturer's warranty, attached hereto as Exhibit "B-1" and incorporated herein by reference, Contractor's labor warranty, attached hereto as Exhibit "B-2" and incorporated herein by reference, and Johnsonite's Wall Base manufacturer's warranty, attached hereto as Exhibit "B-3" and incorporated herein by reference) 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 his sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair 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.

Contractor further warrants that the KARNDEAN LooseLay will perform the same function as a moisture barrier, and will protect the vinyl flooring from water and moisture damage. In the event that the flooring is damaged by water or moisture, Contractor shall install a moisture barrier and replace the flooring at its own cost. This obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement; provided that this obligation will terminate upon the termination of KARNDEAN LooseLay's manufacturer's warranty.

II. Performance Bond.

In accordance with Section 5.4, 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. The performance bond is attached hereto as Exhibit "B-4" and incorporated herein by reference.

Product Warranties



Karndean
Designflooring

www.karndean.com

Knight Tile: Lifetime Residential / 10 year Commercial

Michelangelo: Lifetime Residential / 15 year Commercial

Van Gogh: Lifetime Residential / 15 year Commercial

Da Vinci: Lifetime Residential / 20 year Commercial

Art Select: Lifetime Residential / 20 year Commercial

Opus: Lifetime Residential / 15 year Commercial

LooseLay: Lifetime Residential / 15 year Commercial

K-Trade Commercial: 15 year Residential / 10 year Commercial

K-Trade Multi-Family: 10 year Residential / 4 year light Commercial

Karndean Designflooring warrants all of their first quality floor tiles and planks to the original purchaser against wear out for the periods of time listed above, providing the material was installed and maintained properly, and used as intended and recommended. Wear out is defined as a complete removal of pattern and/or color from normal traffic and maintenance. In the event wear out occurs within specified product warranty time frame of the date of purchase, Karndean Designflooring will repair or provide replacement materials only. Furthermore, Karndean Designflooring Tiles and Planks are warranted to be free of any manufacturing defects. Any other implied warranty that the goods shall be fit for a particular purpose is hereby excluded. Karndean Designflooring accepts no responsibility for faulty installation or incorrect maintenance.

This warranty does not include the following:

1. Damage due to: stains, burns, cuts, gouges, scuffs, scratches, indentations, and other accidents or abuse;
2. Discoloration or bond release from hydrostatic pressure or excessive moisture caused by such things as flooding, plumbing and appliance leaks;
3. Installation of flooring over particle board, chipwood, or presswood;
4. Installation where material was not installed with Karndean Designflooring adhesive in accordance with Karndean Designflooring specifications and recommended usage;
5. Dissatisfaction due to improper installation, maintenance or irregularities; and
6. Reductions in gloss or build up of residue due to improper maintenance or normal wear and gloss reduction from use.

Exhibit "B-2"



15651 Saticoy St.
Van Nuys, Ca 91406
Phone: (818) 374-5200
Fax : (818) 779-1504
Contractors License #999046

Warranty

Job No.: 123677

August 4, 2016

Job Name: CITY OF BELL COMMUNITY CENTER
6250 PINE AVE
BELL, CA 90201

Client: CITY OF BELL
6250 PINE AVE
BELL, CA 90201

Phone: (323) 773-1596-

Fax:

Substantial Completion Date: 8/31/2016

DFS Flooring, Inc. hereby warrants and guarantees the above referenced project to be free from defects in the materials and workmanship for a period of ONE YEAR from the date of Substantial Completion. The installation is warranted by DFS Flooring, Inc. and the materials are warranted by the manufacturer. All warranty calls should be directed to:

Name: DFS Flooring
Address: 15651 Saticoy Street
Van Nuys, CA 91406

Phone: (818) 374-5200

Fax: (818) 779-1504

A handwritten signature in black ink, appearing to read "Victoria Torres", written over a horizontal line.

VICTORIA TORRES
PC ASSISTANT

Exhibit B-3

Limited Warranty

JOHNSONITE WARRANTY OVERVIEW

Johnsonite is pleased to offer the world's most-integrated, high-performance flooring system, bringing together design, function and life-safety, leading to enhanced productivity in high-performance environments. All Johnsonite products are warranted against manufacturers' defects to ensure high standards of quality, performance and aesthetics.

LIMITED WARRANTY INFORMATION

Section 1: Rubber Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that rubber sheet flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 2: Compression Molded Rubber Tile

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that molded rubber tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

SECTION	PRODUCT TYPE	PRODUCT LINES
1	Rubber Sheet Flooring	Arcade; Replay® Rolls
2	Compression Molded Rubber Tile	MicroTone®; Circularity®; Mesto®; Mesto Configurations®; Metallurgy®; Eco-Shell™ with Cork; CorkTones®; Folio®; Prima® Olio™ and Marbleized; Triumph and Inertia®; Replay® Tiles; SlideLock®; Defiant® Oil- and Grease-Resistant; Terra-Turf®
3	Rubber or Vinyl Stair Treads	Rubber or Vinyl Stair Treads, Tactile Warning Surface
4	Finishing Borders (Wall Base)	Millwork®; Masquerade®; Wall Art®; Ecolibrium®; BaseWorks®; Traditional; Perceptions®; TightLock®; rePLACE®; Finishing Accessories; Rubber or Vinyl Risers; Rubber or Vinyl Stringers; Vinyl Nosings
5	Vinyl Sheet Flooring	iQ™ Optima® (All Collections); iQ™ Granit™ (All Collections); iQ™ Natural; Melodia 2.0™; Aria 2.0™; Contract Plus; Accent® (All Collections); Marbled Safe-T; Ruby; Training®; iQ™ Granit™ SD, iQ™ Toro SC
6	Vinyl Tile Flooring	Cortina Grande™ Solid Vinyl Tile; GemStone™ Solid Vinyl Tile, Color Essence™ Vinyl Enhanced Tile, Azterra™ Vinyl Enhanced Tile
7	Linoleum Sheet Flooring	Harmonium xF² (All Collections)
8	Luxury Tile and Plank	I.D. Inspiration®, I.D. Freedom®, Space™ Modular Tile
9	Luxury Tile and Plank (Light Commercial)	I.D. Patriot®
10	Vinyl Composition Tile and Plank	Azrock® VCT; Azrock® Textile™ VCT

Section 3: Rubber or Vinyl Stair Treads

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that rubber or vinyl stair tread products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Section 4: Finishing Borders (Wall Base)

Limited 2-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of two (2) years of Commercial use that rubber or vinyl wall base products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2).

Section 5: Vinyl Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl sheet flooring products

conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 6: Vinyl Tile Flooring

Limited 10-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of ten (10) years of Commercial use that vinyl tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of ten (10) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 7: Linoleum Sheet Flooring

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that linoleum sheet and tile flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-5).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 8: Luxury Tile and Plank

Limited 10-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of ten (10) years of Commercial use that luxury tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 9: Luxury Tile and Plank (Light Commercial)

Limited 10-Year Light Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of ten (10) years of Light Commercial use that luxury tile and plank flooring products conform to written specifications

and are free of manufacturing defects, subject to the terms and conditions specified herein. Light Commercial applications are defined as foot-traffic-only (no rolling loads).

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of ten (10) years of Light Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

Section 10: Vinyl Composition Tile and Plank

Limited 5-Year Commercial Warranty for Manufacturing Defects: Johnsonite warrants from the date of purchase for a period of five (5) years of Commercial use that vinyl composition tile and plank flooring products conform to written specifications and are free of manufacturing defects, subject to the terms and conditions specified herein.

The customer must notify Johnsonite of any obvious visual defects prior to installation; otherwise this warranty will not apply. If the defect is found and Johnsonite is notified in writing prior to installation, Johnsonite will replace any defective product, at no charge. If the customer believes the product to be defective after installation, the customer must promptly notify Johnsonite and permit an inspection of the product. If, upon inspection, Johnsonite determines that the product is defective, Johnsonite will replace or repair the defective product at its own cost, subject to the limitations in this warranty, and prorated as follows: Material and 100% Reasonable Labor Costs (Year 1); Material and 50% Reasonable Labor Costs (Year 2); and Material Only (Years 3-10).

Johnsonite warrants that the products will not wear through for the warranty period of five (5) years of Commercial use. For claims based on wear-through, the customer must notify Johnsonite and permit an inspection of the flooring. If Johnsonite determines that the original flooring is worn through, Johnsonite will replace or repair the worn flooring at its own cost; however, labor costs will be the customer's responsibility except as provided on the prorated basis described in the prior paragraph.

All Johnsonite Commercial Products:

This Limited Warranty applies only for products installed, used and maintained according to the written recommendations and specifications provided by at the time of material purchase.

Warranty Claim Procedure

To be eligible for replacement under this warranty, the customer must file a claim by giving Johnsonite written notice of the defect. This notice must be filed immediately, but in no event more than 10 days following discovery of the defect. Notice shall be given to Johnsonite at its corporate address of 16910 Munn Road, Chagrin Falls, Ohio 44023. Phone: (800) 899-8916; Fax: (440) 543-5774.

If defective product has been discontinued or is otherwise unavailable, Johnsonite reserves the right to select and supply the customer with Johnsonite replacement flooring, similar in quality and quantity to the material claimed to be defective.

Warranty Exclusions

The Johnsonite Limited Warranty does not apply to:

- The exact matching of shade, color or mottling
- Any promise made by any salesperson or representative, unless such promise is express and made in a written form
- Tears, burns, cuts or damage due to improper installation or use or improper cleaning agents and maintenance methods
- Labor costs outside of prorated schedule defined in the warranty
- Sales of non-first quality materials, i.e., "seconds," "off goods" or other irregular flooring. Such non-first quality materials are sold "as is."
- Issues associated with the use of adhesives other than those recommended by Johnsonite
- Issues caused by moisture or alkali in the subfloor. Pre-installation moisture and alkali testing is required and must be made available to Johnsonite upon request.
- Subfloor contamination or markings that bleed through the flooring material causing discoloration or staining
- Problems caused by installation, uses and maintenance that are contrary to Johnsonite's specifications, recommendations or instructions
- Material installed with obvious defects not notified to Johnsonite prior to installation
- Exterior installations – Johnsonite products are designed for interior applications only
- Fading and/or discoloration resulting from heavy sunlight penetration and ultraviolet ray exposure from direct or glass-filtered sunlight
- Damage to flooring products caused by high or spiked heels, improper protectors/casters or furniture rests. Some rolling-type casters on furniture or appliances may damage resilient flooring. Warranty as to the suitability of the factory-installed casters rests with the furniture or appliance manufacturers. Casters must be suitable for use on resilient flooring to avoid warranty exclusions.
- Damage to flooring products from pallet jack and tow-motor traffic
- Premature wear or deterioration from spikes and skate blade exposure
- Variations in color or embossing between products, photography or printed color illustrations
- Installation of Johnsonite flooring in work or commercial areas exposed to oil and grease, such as commercial kitchens or butcher shops. Defiant Oil and Grease-Resistant Rubber tiles are recommended in such situations.
- Additional expense associated with overtime, replacing or moving appliances or furniture, business interruptions, loss of use or other related costs associated with the replacement of the flooring

Warranty Disclaimer

JOHNSONITE MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED WITH RESPECT THERETO, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

These warranties are in lieu of any other warranty expressed or implied. Johnsonite shall not be liable for any incidental or consequential damages which may result from a defect or whether based on breach of express or implied warranty, negligence, strict liability or any other legal theory, except where the exclusion or limitation of incidental or consequential damages is prohibited by state law. These warranties provide specific legal rights; these and other rights may vary from state to state. To learn the legal rights in a specific state, consult the local or state Consumer Affairs Office or the State Attorney General.

All of the above is for reference only – for the latest product-specific information regarding warranties, installation and maintenance, please visit tarkettna.com.

EXHIBIT "B-4"

**FLOORING REPLACEMENT PROJECT
BY DFS FLOORING
BELL COMMUNITY CENTER, 6250 PINE AVENUE
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)

By: _____

(Signature of Notary Public)

(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)

(SEAL)

By: _____

(Name)

(Title)

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

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform the following tasks at the following rates:

	DESCRIPTION	QUANTITY	UNIT PRICE	SUB-BUDGET
A.	Task 1 Demo & disposal of LVT and wall base	4,100 SF	\$1.25	\$5,125.00
B.	Task 2 Stair labor	1.00 staircase	\$600.00	\$600.00
C.	Task 3 Floor prep and leveling – fill joints/skim coat floor/minimal leveling	4,150 SF	\$0.75	\$3112.50
D.	Task 4 RB-1 wall base supplied and installed	360.00 LF	\$1.85	\$666.00
E.	Task 5 LVT-1 supplied and installed	4,050.00 SF	\$6.25	\$25,312.50
	TOTAL			\$34,816.00

II. Payment will be made in one lump sum upon satisfactory completion of services, and in accordance with the provisions of Article 2 of the Agreement.

IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice, in accordance with Section 2.4 of this Agreement. 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 \$34,816.00 as provided in Section 2.1 of this Agreement.**
- VI. The Contractor's billing rates for all personnel are attached as Exhibit C-1.**

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

- I. Contractor shall perform all Services timely in accordance with the schedule set forth in Section II, below.**

- II. Contractor shall deliver the following tangible work products to the City by the following dates.**
 - A. The work shall be performed and completed to the satisfaction of the City during the week of September 6-12, 2016.

- III. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.**

Bond No. CA 1401125

Premium: \$327.00

EXHIBIT "B-4"

**FLOORING REPLACEMENT PROJECT
BY DFS FLOORING
BELL COMMUNITY CENTER, 6250 PINE AVENUE
IN THE CITY OF BELL**

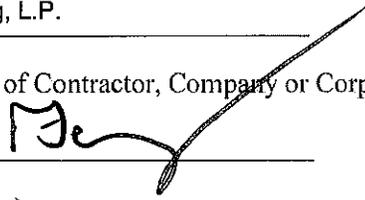
FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that, DFS Flooring, L.P.
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 Thirty Four Thousand Eight Hundred Sixteen and No/100----- dollars (\$ 34,816.00---), 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 7th day of September, 2016.

Subscribed and sworn to before me DFS Flooring, L.P.
this _____ day of _____, _____. (Print Name of Contractor, Company or Corporation)

By: 
(Signature of Notary Public) (President)
By: _____
(Secretary/Treasurer)

(SEAL)

(SEAL)

FAITHFUL PERFORMANCE BOND

** See attached CA revised Notary Acknowledgment**
Subscribed and sworn to before me

this _____ day of _____, _____.

(Signature of Notary Public)

(SEAL)

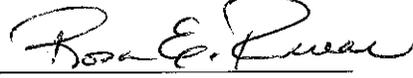
Great American Insurance Company

(Print Surety's Name)

750 The City Drive South, Ste. 470 Orange, CA 92868

(Surety's Mailing Address)

By:



Rosa E. Rivas
(Name)

Attorney-In-Fact

(Title)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

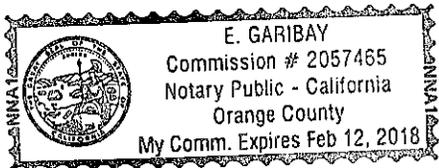
On SEP 07 2016 before me, E. Garibay, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rosa E. Rivas
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rosa E. Rivas
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 14432

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

	Name	Address	Limit of Power
JOHN MONROE	EDITH GARIBAY	ALL OF	ALL
EUGENE T. ZONDLO	ROSA E. RIVAS	IRVINE, CALIFORNIA	\$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14TH day of SEPTEMBER, 2015
GREAT AMERICAN INSURANCE COMPANY

Attest



My L C. B.

Assistant Secretary

David C. Kitchin

Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14TH day of SEPTEMBER, 2015, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 06-18-2020

Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of September, 2016



My L C. B.

Assistant Secretary

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 September 08, 2016 before me, Roxana Concepcion Mazariego-Magana
(insert name and title of the officer)

personally appeared Richard Friedman
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 *Roxana Mazariego-Magana* (Seal)





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2016

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

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

PRODUCER SullivanCurtisMonroe Insurance Services
1920 Main Street Suite 600
Irvine, CA 92614

CONTACT NAME:
PHONE (A/C, No, Ext): 949.250.7172 FAX (A/C, No): 949.852.9762
E-MAIL ADDRESS:

www.SullivanCurtisMonroe.com License # 0E83670

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Valley Forge Insurance Company	20508
INSURER B: American Economy Insurance Company	19690
INSURER C: Continental Casualty Company	20443
INSURER D: Insurance Company of the West	27847
INSURER E:	
INSURER F:	

INSURED
DFS Flooring, LP
15651 Saticoy St.
Van Nuys CA 91406

COVERAGES

CERTIFICATE NUMBER: 31690836

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		5095054446	2/10/2016	2/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		02CE31117130	2/10/2016	2/10/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		L5085811954	2/10/2016	2/10/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WSD500014008	2/10/2016	2/10/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

RE: Job #123677 City of Bell Community Center - 6250 Pine Ave., Bell, CA 90201
Certificate holder is named as additional insured per attached endorsement.

CERTIFICATE HOLDER**CANCELLATION**

City of Bell
6250 Pine Ave.
Bell CA 90201

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

AUTHORIZED REPRESENTATIVE

Jessica Lund

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ACORD 25 (2016/03)

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**Blanket Additional Insured - Owners, Lessees or
Contractors - with Products-Completed Operations
Coverage - Limited Liability Endorsement**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **Coverage Part**; including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. **bodily injury, property damage, or personal and advertising injury** to the extent caused by:
 1. the **Named Insured's** acts or omissions; or
 2. the acts or omissions of those acting on the **Named Insured's** behalf,
 in the performance of the **Named Insured's** ongoing operations specified in the **written contract**; or
 - B. **bodily injury or property damage** to the extent caused by **your work** specified in the **written contract** and included in the **products-completed operations hazard**, and only if
 1. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 2. this coverage part provides such coverage.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. acts or omissions of the additional insured, or of anyone acting on the additional insured's behalf; or
 - B. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - C. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.
- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

5095054446

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Page 1 of 2

Policy No:
Endorsement No:
Effective Date:
2/10/2016

Insured Name: DFS Flooring, LP

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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage - Limited Liability Endorsement

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 4 does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. The **bodily injury or property damage**; or
 2. The offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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Policy No:
Endorsement No:
Effective Date:

Insured Name:

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