

**Contract Agreement**

**COMMUNITY DEVELOPMENT DEPARTMENT  
OF THE CITY OF BELL**

**SLURRY SEAL PROJECT 2016/2017  
IN THE CITY OF BELL**

This **AGREEMENT FOR CONTRACT SERVICES** (herein“ Agreement”) is made and entered into this 26th day of October, 2016 by and between the City of Bell, a charter city (“City”) and Slurry Seal Project 2016/17 (“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

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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.

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### 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 reinstitution 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,

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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 \$126,905.90, 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 Four Hundred Sixty Two Thousand Dollars and No Cents (\$462,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10.

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### **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 forty-five (45) 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.

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### **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").

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**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:

<u>Dennis Gansen</u> (Name)	<u>Vice President/General Manager</u> (Title)
<u>Travis Clausen</u> (Name)	<u>Operations Manager</u> (Title)
<u>Gilbert Rios</u> (Name)	<u>Project Manager</u> (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.

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### **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

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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. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance 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:

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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]

DC  
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:

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(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

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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

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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.

## **Contract Agreement**

### **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.

## **Contract Agreement**

### **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.

## **Contract Agreement**

### **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.

## **Contract Agreement**

### **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.

## **Contract Agreement**

### **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]**

**Contract Agreement**

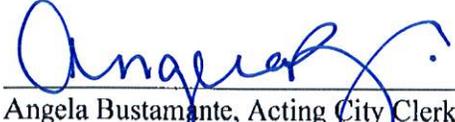
**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

CITY OF BELL, a charter city

  
Alicia Romero, Mayor

**ATTEST:**

  
Angela Bustamante, Acting City Clerk

**APPROVED AS TO FORM:**

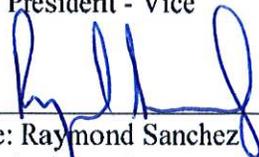
ALESHIRE & WYNDER, LLP 

  
David J. Aleshire, City Attorney

**CONTRACTOR:**

SULLY MILLER CONTRACTING COMPANY, a Delaware corporation

By:   
Name: Dennis Gansen  
Title: President - Vice

By:   
Name: Raymond Sanchez  
Title: Assistant Secretary

Address: 135 S. State College Blvd, Ste 400  
Brea, CA 92821

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.**

**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 November 15, 2016 before me, M. Sykes, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Dennis Gansen & Raymond Sanchez  
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 M. Sykes  
Signature of Notary Public  
**M. Sykes, 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: Contract Agreement Document Date: November 14, 2016  
Number of Pages: 1 Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dennis Gansen  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: Raymond Sanchez  
 Corporate Officer — Title(s): Asst. Secretary  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company





**EXHIBIT "A"**

**SCOPE OF SERVICES**

Contractor shall perform Services related to street improvements on various streets in the City of Bell. The Services are generally described as furnishing and installing slurry seal, installation of striping, and pavement markings at the locations identified in section XV below ("Services"). These Services shall include, but are not limited to, the following:

**I. TRAFFIC CONTROL SYSTEM AND WORK HOURS**

The Contractor shall be responsible for the safety of vehicular and pedestrian traffic within the project limits and on the approaches to the project. All work shall be done in accordance with the requirements of the California Manual on Uniform Traffic Control Devices (most recent edition as of the date the project is advertised for bids) and as outlined on the Technical Provision of the project Specifications.

**II. PUBLIC NOTIFICATION**

The Contractor shall be required to notify and cooperate with the public, transit companies, local law enforcement agencies, local fire districts, local utility companies, refuse collectors, schools, and any other persons or agencies who may be affected by this project at least seven (7) days prior to construction.

7-Day Notifications – Before Contractor begins any work, all residents and businesses on each street affected by the work shall be notified in writing at least seven (7) calendar days in advance. Failure of the Contractor to properly serve said notices shall be cause for suspension of work until compliance with this requirement achieved.

3 Day Notifications – The Contractor is responsible for delivering door hangers or Contractor's equivalent form approved by the City Engineer at least (3) calendar days prior to any anticipated work.

**III. CLEARING AND GRUBBING**

Clearing and grubbing shall conform to Section 300-1, "Clearing and Grubbing," of the Standard Specifications for Public Works Construction (Greenbook). Contractor shall remove all objectionable material from within the area required for resurfacing. Objectionable material shall include, but not limited to roots, brush, grass, weeds, pavement material and debris and other related materials. Objectionable material shall be removed from the right-of-way and shall be transported and properly disposed of off-site.

**IV. PAVEMENT REPAIR (DIG-OUT)**

Dig-outs require the removal and replacement of much of the underlying base/sub base materials. Base Repair (Dig-Out) areas designated for removal and are marked in the field and will be confirmed and remarked as requested by the Contractor or the City Engineer prior to actual work.

The contractor shall remove the existing asphalt concrete pavement and underlying base to the depth of five inches (5"), or as directed by the Engineer and backfill with Asphalt Concrete 2- inches **Surface course C2-PG 64-10** and 3-inches **Base course B-PG 64-10**

## **Contract Agreement**

per Section 203-6.1 Asphalt Concrete of these Specifications, SSPWC, and as directed by the City Engineer. Where unsuitable material is found after 5" of excavation, the Contractor shall notify the Engineer regarding directions to proceed with base repair. Asphalt concrete shall comply with Section 203-6 "Asphalt Concrete" of Standard Specifications for Public Works Construction.

### **V. RUBBERIZED EMULSION AGGREGATE SLURRY SEAL**

Preparation shall include removal of all painted and thermoplastic striping and legends, protection of pavement markers, manhole and valve covers, trimming of interfering trees, shrubbery and ground growth, removing trimmed vegetation, controlling nuisance water, sweeping, rolling the slurry surface with a rubber tire roller using adequate passes to embed the slurry to the pavement and to accelerate curing time, and traffic control. All cracks ¼ inch wide or greater shall be cleaned by blowing out debris with high pressure compressed air and the surrounding area shall be swept the same day. The contractor shall spray all cracks (with growing weed and vegetation) to be sealed with "Round Up" weed killer solution manufactured by Monsanto company or equal; at the rate recommended by the manufacturer. Seven (7) calendar days after chemical application, the Contractor shall remove all weed and vegetation by mechanical means using a ¼" wide rotating blade to ensure proper vegetation removal in narrow cracks. The routed cleaned cracks shall be filled with crack sealant RS-1 or equal, by inserting a nozzle into the crack and filling it from the bottom up, in such manner that does not result in sealant bridging or entrapped air pockets. Immediately after sealant installation, the material shall be squeezed with a U shaped squeegee, striking off excess material and providing a band-aid effect with the sealant.

Slurry seal shall be placed only when the ambient temperature is above 50 degrees Fahrenheit and rising. Contractor will bear the responsibility of cancellation of work and will be responsible for any damages which may arise from non-cancellation. Each slurry crew shall be composed of a coordinator at the project site at all times, a competent quick-set mixing person, a competent driver, and sufficient laborers for any handwork and cleanup.

### **VI. CONSTRUCT ASPHALT CONCRETE SPEED HUMPS**

Asphalt concrete speed humps shall conform the Speed Hump Exhibit A and B in the project specification Appendix. A tack coat of asphalt emulsion binder shall be applied to the surface pavement. Asphalt concrete shall be Class and Grade C2 (PG 64-10). Existing concrete curb faces and all concrete not to be overlaid shall be protected against disfigurement from the tack coat and asphalt concrete. Striping, pavement markings and order of work shall conform to project specifications.

### **VII. REMOVE AND SALVAGE EXISTING SPEED HUMPS**

Prior to placement of slurry seal, contractor shall exercise care in removing existing rubber speed humps. Existing Speed Hump Sign and Sign Posts shall be removed. Depending on condition of the signs and sign posts, the Engineer shall determine how much of the material the Contractor shall deliver to the City yard; any remaining materials shall become the property of the Contractor. All existing rubber speed humps shall become the property of the Contractor after removal. The contractor shall be responsible for the protection of public and exercise due caution to maintain slow traffics.

## **Contract Agreement**

### **VIII. PCC SIDEWALK REPLACEMENT BEHIND DRIVEWAY**

PCC improvements shall conform to Section 201 of the Standard Specifications for Public Works Construction, project specification, and as directed by the Engineer. All concrete shall comply with Section 201-1 of the Standard Specifications. PCC shall be Class 56-C-3250 with slump range of four inches to seven inches. Weakened plane joint and score marks on sidewalk shall be placed per SPPWC standard Plan 112-2 and as directed by the City Engineer. PDD sidewalk replacement behind driveway should be 6" inches thick.

### **IX. PCC SIDEWALK REPLACEMENT**

PCC improvements shall conform to Section 201 of the Standard Specifications for Public Works Construction, project specification, and as directed by the Engineer. All concrete shall comply with Section 201-1 of the Standard Specifications. PCC shall be Class 56-C-3250 with slump range of four inches to seven inches. Weakened plane joint and score marks on sidewalk shall be placed per SPPWC standard Plan 112-2 and as directed by the City Engineer. PDD sidewalk replacement should be 4" inches thick.

### **X. PCC SIDEWALK GRINDING**

Precision Concrete Cutting includes providing precision cutting or shaving of uplifted sidewalk locations as identified on the appendix. Precision concrete cutting shall be accomplished by cutting the uplifted concrete lip with a maximum offset of 1.25 inches using a diamond concrete-cutting blade by shaving the uplifted section to create a flat, straight, smooth transition compliant with ADA requirements. Concrete grinding of any manner is not acceptable as an alternative. Precision concrete cutting shall be done using water lubrication for the saw blade to prevent any airborne dust, to the maximum possible extent.

### **XI. PCC DRIVEWAY REPLACEMENT**

PCC improvements shall conform to Section 201 of the Standard Specifications for Public Works Construction, project specification, and as directed by the Engineer. All concrete shall comply with Section 201-1 of the Standard Specifications. PCC shall be Class 56-C-3250 with slump range of four inches to seven inches. Driveway Approach shall be sawcut and removed to the limits of the nearest score line or joint or directed by the City Engineer and constructed per Standard Plan 110-2 type B. Curb & gutter and slot patch included in driveway placement. Steel plates must be placed to allow access to driveway approaches to the residents/business owners at all times.

### **XII. PCC CURB AND GUTTER REPLACEMENT**

PCC improvements shall conform to Section 201 of the Standard Specifications for Public Works Construction, project specification, and as directed by the Engineer. All concrete shall comply with Section 201-1 of the Standard Specifications. PCC shall be Class 56-C-3250 with slump range of four inches to seven inches. The contractor shall be responsible for establishing lines and grades for all construction and is responsible for constructing the curb and gutter to the grade so that it drains properly. The contract must complete a "water test" to satisfaction the City Engineer. If it does not drain, it is the contractor's responsibility to complete it again until it does at no additional compensation.

## **Contract Agreement**

### **XIII. TRAFFIC STRIPING, PAVEMENT MARKINGS, PAVEMENT MARKERS & CROSSWALK**

This work shall consist of providing traffic striping, pavement markings, limit lines, and placement of reflective and non-reflective markers per plan and in accordance with the California Manual on Uniform Traffic Control Devices (CAMUTCD), State Standard Plans and State Standard Specifications. Unless otherwise directed, Contractor shall replace traffic striping, pavement markings, pavement markers, signs, and curb markings removed or damaged by the work in-kind and as shown on the Plans. Final striping and pavement markings shall be complete no later than ten days after constructing the final pavement course. Scheduling of raised pavement marker installation shall comply with State Standard Specifications Section Nos. 85-103B and 85-103C.

### **XIV. UNDERSTANDING REQUIREMENTS FOR SERVICES**

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

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

### **XV. LOCATION OF SERVICES**

Contractor will perform Services on following streets:

- Amelia Earhart Way between Bandini Blvd and Linbergh Ln
- Brompton Ct between Bear Ave and End
- Casitas Ave between Filmore St and Gage Ave
- Clarkson Ave between Randolph St and Gage Ave
- Corona Ave between Gage Ave and Bell Ave
- Georgia Ave between Weik Ave and Brompton Ave
- King Ave between Randolph St and Gage Ave
- Linbergh Ln between Wiley Post Rd and Amelia Earhart Way
- Loma Vista Pl between Bell Ave and Gage Ave
- Mayflower Ave between Randolph St and Gage Ave
- Nelson Dr between Wilcox Ave and end
- Pala Ave between Gage Ave and Randolph St
- Prospect Ave between Gage Ave and Randolph St
- Prospect Ave between Brompton Ave and Weik Ave
- Randolph St between Carmelita Ave and Otis Ave
- San Luis Ave between Florence Ave and Bell Ave
- Wiley Post Rd between Bandini Blvd and Linbergh Ln
- Yeager Way between Lindbergh Ln and Bandini Blvd

### **XVI. SAFETY PRECAUTIONS**

## **Contract Agreement**

Prior to a temporarily closure of any street to through traffic, the Contractor must obtain approval from the Engineering Department, submit a Traffic Control Plan, notify the City Police and Fire Departments, and post the street per the approved Traffic Control Plan.

Contractor shall take all necessary precautions during all phases of the Services to safeguard persons and property from injury and/or damage with barricading in accordance with Section 7-10.3 of the Standard Specifications for Public Works Construction.

### **XVII. CLEAN UP**

All plant structure (brush, grass, etc.) and debris shall be removed from the vicinity, transported and disposed of away from the site at the Contractor's expense.

The street parkway, sidewalk and yard areas of all property shall be left free of all debris at the close of each day's operations (no exceptions).

Upon completion and before making applications for acceptance of the Services, the Contractor shall clean the street or road, and all ground occupied by it connected with the Services, of all rubbish, excess materials, temporary structures and equipment; and all parts of the work shall be left in a neat and presentable condition.

### **XVIII. SPECIFICATIONS**

The specifications for each portion of the Services are identified herein in this Exhibit A. For any specifications not set forth herein, the specifications included in Bid Specifications included with the Invitation for Bids shall govern. Should any specifications not be included in either this Exhibit A or the Bid Specifications for this project, the current edition of the Standard Specifications for Public Works Construction (Green Book) shall govern. For any inconsistency, the Bid Specifications included in this Exhibit A shall take precedence, then Bid Specifications included with the Invitation for Bids, then the Green Book.

### **XIX. ALTERATIONS**

City reserves the right to increase or decrease the quantity of any Services or tasks, or to omit portions of the Services in accordance with this Agreement, as may be deemed necessary or expedient by the City. All alterations shall conform to Section 3 of the Bid Specification's General Provision.

When approved or directed by the City Engineer or his/her authorized designee, minor variations from the standard details may be done when considered best in order to meet existing conditions subsequently developed and not apparent previously.

### **XX. UNDERGROUND SERVICE ALERT REQUIREMENTS**

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

### **XXI. DAILY ACTIVITY REPORTS**

In addition to the requirements of Section 6.2, during performance of the Services, Contractor shall provide daily work activity reports to the project inspector and meet as required by the City to provide schedule and work updates.

## **Contract Agreement**

### **XXII. REVIEW AND ACCEPTANCE OF WORK BY CITY**

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

### **XXIII. Contractor will utilize the following Personnel to accomplish the Services:**

#### **A. The following Subcontractors:**

- Pavement Coatings Co.
- Superior Pavement Markings

## **Contract Agreement**

### **EXHIBIT "B"**

#### **SPECIAL REQUIREMENTS (Superseding Contract Boilerplate)**

- 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. In addition, prior to commencement of work, Contractor shall provide a payment bond in the amount of the Contract Sum securing payment for all persons furnishing labor and materials in connection with the work under this Agreement in a form acceptable to the City. If the Contract Sum is increased, Contractor shall increase the amounts of the performance bond and payment bond in the same or greater amount as the increase in the Contract Sum.
- The following documents on pages CA-29 thru CA-36, inclusive, shall be required to be completed and executed by Contractor and are hereby made a part of this Agreement:
  - Faithful Performance Bond
  - Payment Bond
  - Worker's Compensation Insurance Certificate
  - Declaration of Sufficiency of Funds
  - Guaranty
  - Final Closeout Agreement and Release of All Claims

Notice to Obligee: At all times herein stated, any and all references to "Surety" shall incorporate "Co-Surety"  
Executed in Duplicate

**Contract Agreement**

Bond #09218876/014070926

Premium: \$1384.00

**SLURRY SEAL PROJECT 2016/2017  
IN THE CITY OF BELL**

**FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that, Sully-Miller Contracting Company and Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company 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

Four Hundred Sixty Two thousand and No/100ths dollars (\$ 462,000.00 ), 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 November, 2016.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.  
(Corporation)

Sully-Miller Contracting Company  
(Print Name of Contractor, Company or Corporation)

\_\_\_\_\_  
(Signature of Notary Public)

By:   
VICE  
(President) DENNIS GANSEN

Please see attached loose certificate with proper California Notary wording.

By:   
ASSISTANT  
(Secretary/Treasurer)  
RAYMOND SANCHEZ

(SEAL)

(SEAL)

**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 November 15, 2016 before me, M. Sykes, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Dennis Gansen & Raymond Sanchez  
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 M. Sykes  
Signature of Notary Public  
**M. Sykes, 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: Faithful Performance Bond Document Date: November 7, 2016  
Number of Pages: 1 Signer(s) Other Than Named Above: Victoria M. Campbell, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dennis Gansen  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: Raymond Sanchez  
 Corporate Officer — Title(s): Asst. Secretary  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company



**Contract Agreement**

**FAITHFUL PERFORMANCE BOND**

see attached.

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance  
\_\_\_\_\_  
Company(Print Surety's Name)

300 Interpace Pkwy, Morris Corp I, Bldg B/C, Parsippany, NJ 07054  
8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236

(Surety's Mailing Address)

By: Victoria M Campbell  
(Name)

Victoria M. Campbell, 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 NOV 07 2016 before me, L. Clark, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell  
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**

NOV 07 2016

Title or Type of Document: \_\_\_\_\_ Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Partner —  Limited  General

Individual  Attorney in Fact

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Other: \_\_\_\_\_

Signer Is Representing: Fidelity and Deposit

Signer Is Representing: \_\_\_\_\_

Company of Maryland/Liberty Mutual Insurance Company

Executed in Duplicate

**Contract Agreement**

**SLURRY SEAL PROJECT 2016/2017  
IN THE CITY OF BELL**

Bond #09218876/014070926

Premium included in Performance bond

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that Sully-Miller Contracting Company  
Fidelity and Deposit Company of Maryland/  
Liberty Mutual Insurance Company, as

Surety, are held and firmly bound unto **THE CITY OF BELL**, a public body, corporate and politic ("Agency") in the penal sum of

Four Hundred Ninety Two Thousand and No/100ths ----- dollars (\$ 492,000.00 ), which is one hundred percent (100%) of the total contract amount for the above stated project, for the payment of which sum, Contractor and Surety agree to be bound, jointly and severally, firmly by these presents.

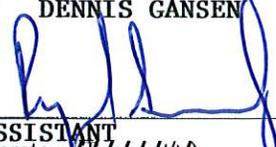
THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas Contractor has been awarded and is about to enter into the annexed Agreement with Agency for the above stated project, if Contractor or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to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

WITNESS our hands this 7th day of November, 2016.

Subscribed and sworn to before me Sully-Miller Contracting Company  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. (Print Name of Contractor, Company or Corporation)

\_\_\_\_\_  
(Signature of Notary Public)

By:   
VICE (President) DENNIS GANSEN

By:   
ASSISTANT (Secretary/Treasurer) RAYMOND SANCHEZ

Please see attached loose certificate with proper California Notary wording.

(SEAL)

(SEAL)

**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 November 15, 2016 before me, M. Sykes, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Dennis Gansen & Raymond Sanchez  
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 M. Sykes  
Signature of Notary Public  
**M. Sykes, 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: Payment Bond Document Date: November 7, 2016  
Number of Pages: 1 Signer(s) Other Than Named Above: Victoria M. Campbell, Attorney-in-Fact

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dennis Gansen  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: Raymond Sanchez  
 Corporate Officer — Title(s): Asst. Secretary  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company

**Contract Agreement**

**PAYMENT BOND**

see attached  
Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
(Signature of Notary Public)

(SEAL)

Fidelity and Deposit Company of Maryland/Liberty Mutual Insurance Company  
\_\_\_\_\_

(Print Surety's Name)

300 Interpace Pkwy, Morris Corp I, Bldg B/C, Parsippany, NJ 07054  
8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236  
\_\_\_\_\_

(Surety's Mailing Address)

By:

*Victoria M Campbell*

(Name)

Victoria M. Campbell, 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 NOV 07 2016 before me, L. Clark, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Victoria M. Campbell  
*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 *L. Clark*  
*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: NOV 07 2016

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland/  
Liberty Mutual Insurance Company

Signer Is Representing: \_\_\_\_\_

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Victoria M. CAMPBELL, of Irvine, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 4th day of September, A.D. 2015.

**ATTEST:**

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
*Secretary*  
*Eric D. Barnes*

*Michael Bond*  
*Vice President*  
*Michael Bond*

State of Maryland  
County of Baltimore

On this 4th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of November, 2016.



*Thomas O. McClellan*

Thomas O. McClellan, Vice President

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Linde Hotchkiss; Victoria M. Campbell

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2015.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of November, 2015, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of November, 2016.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**Contract Agreement**

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

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

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

**SULLY-MILLER CONTRACTING COMPANY**

(Contractor)

By: **DENNIS GANSEN**

(Print Name)



(Signature)

**VICE PRESIDENT**

(Title)

**NOVEMBER 10, 2016**

(Date)

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

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

- (a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
  
- (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employers, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees."

**Contract Agreement**

**DECLARATION OF SUFFICIENCY OF FUNDS**

**(California Labor Code Section 2810)**

I, the undersigned, an authorized representative of **SULLY-MILLER CONTRACTING CO.** (insert name of Bidder) ("Bidder") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Bidder's employer identification number for state tax purposes is 33-0787630 (insert identification number).
2. The Bidder's workers' compensation insurance policy number is WC7-531-004125-656 (insert policy number) and the name, address, and telephone number of the insurance carrier providing said insurance is: **LIBERTY MUTUAL INSURANCE GROUP** (insert information requested).  
**114 WEST 47TH STREET, NEW YORK, NY 10036, 212-391-7500**
3. The following information is provided concerning any and all vehicles that are owned by the Bidder and that will be used for transportation in connection with any service provided for the performance of the Work that is subject of the Bidder's Bid to the District (insert information requested. Attach addition sheets, if needed):

Vehicle	Vehicle ID No.	Vehicle Liability Insurance Policy No. (of Policy covering vehicle)	Name, Address and Telephone No. of Vehicle Liability Insurance Carrier (issuing Policy covering vehicle)
BACKHOE	8BH446	AS2-631-0014125-676	LIBERTY MUTUAL INSURANCE GROUP 114 WEST 47TH STREET, NEW YORK, NY 10036, 212-391-7500
EXCAVATOR	8EX460	SAME AS ABOVE	SAME AS ABOVE
FORKLIFT	8MFORK	SAME AS ABOVE	SAME AS ABOVE
SWEEPER	8MRSWEEP	SAME AS ABOVE	SAME AS ABOVE
BLADE	8G14	SAME AS ABOVE	SAME AS ABOVE
SKIP	86SKIP	SAME AS ABOVE	SAME AS ABOVE
PICK-UP TRUCK	8TITN	SAME AS ABOVE	SAME AS ABOVE

**Contract Agreement**

<b>FORM TRUCK</b>	<b>8TFORM</b>	<b>AS2-631-0014125-676</b>	<b>LIBERTY MUTUAL INSURANCE GROUP 114 WEST 47TH STREET, NEW YORK, NY 10036, 212-391-7500</b>
<b>WATER TRUCK</b>	<b>8TWT</b>	<b>SAME AS ABOVE</b>	<b>SAME AS ABOVE</b>

4. The following is the address of any real property that will be used to house workers in connection with the performance of the Work that is subject of the Bidder's Bid to the District (insert information requested. If no such housing will be provided, enter "none").                     **NONE**                    .
5. The actual or estimated number of workers that will be employed to perform the Work of the Project that is the subject of the Bidder's Bid, the total amount of wages to be paid to said workers, and the date on which said wages will be paid are as follows (attach additional sheets, if needed):

<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Dates for Payment of Wages</b>
<b>15</b>	<b>\$115,000.00</b>	<b>WEEKLY</b>

6. Check only one of the following boxes, as applicable:
- The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed; or
- The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Bidder's best estimate available at the time of Bid, rather than the actual number of workers that will be employed.

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

**Contract Agreement**

List of Independent Contractors	Current, Local, State and Federal Contractor License Identification Number
<b>PAVEMENT COATINGS COMPANY</b>	<b>95-2916670</b>
<b>SUPERIOR PAVEMENT MARKINGS</b>	<b>20-4518251</b>

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

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

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

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 10TH day of NOVEMBER, in the year 2016.



**DENNIS GANSEN, VICE PRESIDENT**

Print Name

**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 November 15, 2016 before me, M. Sykes, Notary Public,  
*Date Here Insert Name and Title of the Officer*  
personally appeared Dennis Gansen  
*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 M. Sykes  
*Signature of Notary Public*  
**M. Sykes, 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: Declaration of Sufficiency of Funds Document Date: November 10, 2016

Number of Pages: 1 Signer(s) Other Than Named Above: None

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Dennis Gansen

Corporate Officer — Title(s): Vice President

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: \_\_\_\_\_

Corporate Officer — Title(s): \_\_\_\_\_

Partner —  Limited  General

Individual  Attorney in Fact

Trustee  Guardian or Conservator

Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**Contract Agreement**

**COMMUNITY DEVELOPMENT DEPARTMENT  
OF THE CITY OF BELL**

**SLURRY SEAL PROJECT 2016/2017  
IN THE CITY OF BELL**

**GUARANTY**

In accordance with the terms of the contract for the STREET SLURRY SEAL  
PROJECT in the City of Bell, California approved  
\_\_\_\_\_ between **THE CITY OF BELL**,  
a public body, corporate and politic ("Agency") and the undersigned, under which contract the  
undersigned shall complete work as described in the contract documents, the following guarantee  
of said work is hereby made.

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

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

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

**SULLY-MILLER CONTRACTING COMPANY**

**NOVEMBER 10, 2016**

Date

  
Contract

**DENNIS GANSEN, VICE PRESIDENT**

**Contract Agreement**

To be Completed  
upon project  
completion

**FINAL CLOSEOUT AGREEMENT AND  
RELEASE OF ALL CLAIMS**

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

**KNOW ALL MEN BY THESE PRESENTS:**

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

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

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

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

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

Excepting only the payment of the retained cash amount of \$ \_\_\_\_\_ and the release  
of bonds to guarantee labor and materials payment and faithful performance.

That the undersigned, as the authorized representative of AGENCY, for and in  
consideration of the CONTRACTOR'S completion of this Project, does hereby and for each of

**Contract Agreement**

its successors, assigns and partners, release, acquit and forever discharge CONTRACTOR, and each of its successors, assigns, officers, agents, servants and employees from any and all rights, claims, warranties, demands, debts, obligations, liabilities, actions, damages, costs, expenses and other claims whatsoever which might have been asserted against CONTRACTOR by reason of any matter or thing which was the subject matter of or basis for:

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

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

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

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

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

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

CONTRACTOR at the expiration of the lien period thirty-five (35) calendar days after recordation of the Notice of Completion by the County Recorder’s Office.

CONTRACTOR and AGENCY agree that the total adjusted contract price and time of performance for this Project as follows:

ORIGINAL CONTRACT PRICE                    \$ \_\_\_\_\_                    \_\_\_\_\_ working days

ADD

**Contract Agreement**

<u>CHANGE</u>		(DEDUCT)	TIME
<u>ORDER</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	<u>EXTENSION</u>

TOTAL CHANGE ORDER NOS. \_\_\_\_\_ - \_\_\_\_\_

FINAL ADJUSTED CONTRACT PRICE \$ \_\_\_\_\_ working days

The final completion date of the work for this Project. is \_\_\_\_\_, \_\_\_\_\_.

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

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

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

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

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

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

**Contract Agreement**

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

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

The undersigned further declare and represent that no promise, inducement or agreement, not herein expressed, has been made to the undersigned and that this Release contains the entire agreement among the parties hereto and that the terms of this Release are contractual and not a mere recital.

The persons executing this Release of All Claims represent and warrant to the other party that the execution and performance of the terms of this Release have been duly authorized by all requisite corporate, partnership, individual or other entity requirements and that said persons have the right, power, legal capacity and authority to execute and enter into this Release.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ at Bell, California.

AGENCY:

CONTRACTOR:

\_\_\_\_\_  
[CHAIRMAN/DESIGNEE] –  
[INVITING AGENCY] of the City of Bell

\_\_\_\_\_  
(Name of Contractor, Company or Corporation)

Telephone No. \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**Contract Agreement**

(Print)

\_\_\_\_\_  
Agency [SECRETARY/DESIGNEE]  
[INVITING AGENCY] of the City of Bell

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

APPROVED AS TO CONTENT:

\_\_\_\_\_  
[EXECUTIVE DIRECTOR OR OTHER DESIGNEE] - [INVITING AGENCY]  
of the City of Bell

APPROVED AS TO FORM:

\_\_\_\_\_  
[TITLE OF COUNSEL] - [INVITING AGENCY] of the City of Bell

**NOTE: SIGNATURE'S OF CORPORATE AND SURETY OFFICIALS MUST BE NOTARIZED.**

**Contract Agreement**

**EXHIBIT "C"**

**SCHEDULE OF COMPENSATION**

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

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
1	Traffic Control System and Plans	LS	1	\$ 25,482.33	\$ 25,482.33
2	Public Notification	LS	1	\$ 2,500.00	\$ 2,500.00
3	Clearing and Grubbing	LS	1	\$ 5,000.00	\$ 5,000.00
4	Pavement Repair	SF	33,493	\$ 5.75	\$ 192,584.75
5	Furnish and Install Rubberized Emulsion Aggregate Slurry Seal	SF	547,002	\$ 0.21	\$ 114,870.42
6	Construct Asphalt Concrete Speed Humps	EA	2	\$ 3,300.00	\$ 6,600.00
7	Remove and Salvage existing Speed Humps	EA	11	\$ 270.00	\$ 2,970.00
8	PCC Sidewalk Replacement Behind Driveways	SF	2,656	\$ 11.25	\$ 29,880.00
9	PCC Sidewalk Replacement	SF	3,004	\$ 10.00	\$ 30,040.00
10	PCC Sidewalk Grinding	LF	559	\$ 16.50	\$ 9,223.50
11	PCC Driveway Replacement	SF	196	\$ 17.00	\$ 3,332.00
12	PCC Curb and Gutter Replacement	LF	450	\$ 52.00	\$ 23,400.00
13	Traffic Striping, Pavement Markings, Pavement Markers & Crosswalk, consisting of:	-	-	-	-
	- Thermoplastic Stop Bar	EA	22	\$ 52.00	\$ 1,144.00
	- Thermoplastic Stop Legend	EA	40	\$ 145.00	\$ 5,800.00
	- Thermoplastic Crosswalk	LF	1,780	\$ 2.60	\$ 4,628.00
	- Centerline	LF	3,900	\$ 0.85	\$ 3,315.00
	- Paint 4" Lane Line	LF	2,460	\$ 0.50	\$ 1,230.00
<b>TOTAL BASE BID AMOUNT</b>					<b>\$462,000.00</b>

## **Contract Agreement**

- II. A retention of five percent (5%) shall be held from each payment as a contract retention to be paid as part of the final payment upon satisfactory completion of services.**
- III. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task subbudget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.10.**
- IV. The City will compensate Contractor for the Services performed upon submission of a valid invoice. Each invoice is to include:**
  - A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.**
  - B. Line items for all materials and equipment properly charged to the Services.**
  - C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.**
  - D. Line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.**
- V. The total compensation for the Services shall not exceed Four Hundred Sixty Two Thousand Dollars and No Cents (\$462,000.00) 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. Following issuance of a Notice to Proceed by the Contract Officer, the Contractor shall have forty (40) working days to complete the Services based on the following schedule:**
  - a. Miscellaneous concrete remove and repair work shall be completed to the satisfaction of the Contract Office no later than 10 working days after issuance of the Notice to Proceed.**
  - b. 5" AC dig out repair work shall be completed to the satisfaction of the Contract Office no later than 20 working days after issuance of the Notice to Proceed.**
  - c. Speed Hump remove and replace work and Slurry Seal operation shall be completed to the satisfaction of the Contract Office no later than 30 working days after issuance of the Notice to Proceed.**
  - d. Striping and miscellaneous clean up work shall be completed to the satisfaction of the Contract Office no later than 40 working days after issuance of the Notice to Proceed.**
  
- II. The Contract Officer may approve extensions for performance of the Services in accordance with Section 3.2.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/8/2016

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 Liberty Mutual Insurance Co. Nat'l Ins Northeast 2000 Westwood Dr. Wausau, WI 54401	CONTACT NAME:	Donna Smitala	
	PHONE (A/C, No., Ext):	715-970-6376	FAX (A/C, No.): 715-842-6865
www.LibertyMutual.com	E-MAIL ADDRESS:	Donna.Smitala @LibertyMutual.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sully-Miller Contracting Company & Colas Inc. 135 S. State College Blvd. Brea CA 92821	INSURER A:	Liberty Mutual Fire Insurance Company	23035
	INSURER B:	Liberty Insurance Corporation	42404
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

**COVERAGES**                      **CERTIFICATE NUMBER:** 32754262                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> 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:	<input checked="" type="checkbox"/>		TB2-631-004125-666	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	<input checked="" type="checkbox"/>		AS2-631-004125-676	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED      RETENTION \$						OCCUR CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	WC7-631-004125-656	4/1/2016	4/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

Re: 2016-2017 Slurry Seal Project  
The City of Bell, its elected and appointed officers, employees or agents are additional insured with regards to general liability and automobile liability, as their interest may appear, where required by written contract.  
Coverage is primary and non-contributory.  
30 days' Notice of Cancellation.

<b>CERTIFICATE HOLDER</b> 2016-2017 Slurry Seal Project  City of Bell 6330 Pine Avenue Bell CA 90201	<b>CANCELLATION</b>  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  <i>Courtney M. Connolly</i> Courtney Connolly
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/08/2016

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
100065-Sully-Prof.-16-17                      Nelson	<b>INSURER A:</b> Catlin Specialty Insurance Company	<b>NAIC #</b> 15989
<b>INSURED</b> SULLY-MILLER CONTRACTING COMPANY 135 S. STATE COLLEGE BLVD. SUITE 400 BREA, CA 92821	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-008592804-04                      **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____						EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/OP AGG \$ _____ \$ _____
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED \$ _____    RETENTION \$ _____						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____ \$ _____
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	<b>CONTRACTORS' PROFESSIONAL LIABILITY</b>			CPL-208979-0617	06/18/2016	06/18/2017	LIMIT 1,000,000 SELF INSURED RETENTION (SIR) 250,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Re: 2016-2017 Slurry Seal Project  
Job Number: 10186075

<b>CERTIFICATE HOLDER</b> City of Bell 6330 Pine Avenue Bell, CA 90201	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>

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Policy Number TB2-631-004125-666  
Issued by Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – The City of Bell**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. City of Bell, 6330 Pine Avenue, Bell, CA 90201, its officers, employees, agents and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
- B. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
- C. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
- D. We waive any right of recovery we may have against the additional insureds because of payments we make for injury or damage arising out of the operations or work of the named insured under this policy.
- E. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the organization, department or individual listed in the Schedule below:

**Schedule**

**Organization, Department or Individual:**

The City of Bell, its elected and appointed officers, employees or agents.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
The City of Bell, its elected and appointed officers, employees or agents	2016-2017 Slurry Seal Project
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured

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

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

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less

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

# WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

## SCHEDULE

**Name Of Person Or Organization:**

The City of Bell, its elected and appointed officers, employees or agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

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

Policy Number: AS2-631-004125-676  
Issued by: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

The City of Bell, its elected and appointed officers, employees or agents

**Regarding Designated Contract or Project:**

2016-2017 Slurry Seal Project

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Policy Number: AS2-631-004125-676  
Issued By: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE PART
- MOTOR CARRIER COVERAGE PART
- GARAGE COVERAGE PART
- TRUCKERS COVERAGE PART
- EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
- SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
- COMMERCIAL GENERAL LIABILITY COVERAGE PART
- EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
- PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
- LIQUOR LIABILITY COVERAGE PART

Schedule		
Name of Other Person(s)/ Organization(s):	Email Address or mailing address:	Number Days Notice:
The City of Bell	6330 Pine Avenue Bell, CA 90201	30

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

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

### **SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> The City of Bell, its elected and appointed officers, employees or agents</p>
<p><b>Premium: \$ Incl</b></p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**NOTICE OF CANCELLATION TO THIRD PARTIES**

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

**Schedule**

<b>Name of Other Person(s) / Organization(s):</b>	<b>Email Address or mailing address:</b>	<b>Number Days Notice:</b>
The City of Bell	6330 Pine Avenue Bell, CA 90201	30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-631-004125-656      Effective Date 11/07/2016      Premium \$ Defer to audit

Issued to Sully-Miller Holding Corporation

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

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

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

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$ 0

<u>Person or Organization</u>	<u>Job Description</u>
The City of Bell, its elected and appointed officers, employees or agents	2016-2017 Slurry Seal Project
Premium is included in the applicable state blanket waiver charge	

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WC7-631-004125-656

Effective Date 11/07/2016

Premium \$ Defer to audit

Issued to Sully-Miller Holding Corporation