

**PALM DESERT HOUSING AUTHORITY
MAINTENANCE SERVICES AGREEMENT**

1. PARTIES AND DATE.

This Agreement is made and entered into this **23rd** day of **May, 2024** by and between the Palm Desert Housing Authority a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, CA 92260 (the "Authority"), and **Garland/DBS, Inc.**, a **Delaware corporation** with its principal place of business at **3800 East 91st Street, Cleveland, OH 44105** ("Contractor"). The Authority and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of the Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

The Authority desires to engage Contractor to render such services for the **On-Call Roof Repair and Related Services** project ("Project") as set forth in this Agreement.

2.3 Cooperative Procurement.

This Agreement is entered into pursuant to City of Palm Desert Municipal Code section 3.30.160 (E), which authorizes participation with other governmental agencies who have, through a bidding process, determined to award or purchase goods and/or services from Contractor.

2.3.1 Program. The purchase has been made through OMNIA Partners, a program for the procurement of goods and services for governmental agencies. Documents related to the procurement of this Agreement shall be made available to the Authority upon request.

2.3.2 Piggyback Contract. **Garland/DBS, Inc.**, entered into a contract with **Region 4 Education Service Center** dated **November 1, 2023** for **ROOFING PRODUCTS, SERVICES, AND JOB-ORDER-CONTRACTING SERVICES** (the "Piggyback Contract"), pursuant to a competitive procurement process consistent with the laws of California. Contractor is **SUPPLIER AND INSTALLER OF ROOFING MATERIALS** under the Piggyback Contract. Contractor shall provide goods and services under this Agreement at the same prices and terms as established in the Piggyback Contract. Contractor represents and warrants that it is not

currently providing the same or similar goods or services for lower prices than those established in the Piggyback Contract.

2.3.3 Terms and Conditions. The terms and conditions set forth herein in this Agreement shall supersede and take precedence over any terms and conditions contained in the Piggyback Contract. Contractor shall not be entitled to any notice or any limitation of damages set forth in the Piggyback Contract except as expressly set forth herein or required by law.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services shall be described in the Scope of Services attached hereto as Exhibit "A." attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024 to June 30, 2027**, unless earlier terminated as provided herein. The Authority shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of the Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of the Authority.

3.2.4 Authority's Representative. The Authority hereby designates Jessica Gonzales, Housing Manager, or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power

to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Jason Busanovitch, or his designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with the Authority's staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and

regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of the Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all

regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of the Authority, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

If coverage is maintained on a claims-made basis, Contractor shall maintain such coverage for an additional period of three (3) years following termination of the Agreement.

(G) Pollution Liability Insurance (if applicable). N/A

3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) Authority's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, the Authority has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor, or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the

requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to the Authority for review.

(N) Authority's Right to Revise Specifications. The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(P) Timely Notice of Claims. Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Payment Bond. If required by law or otherwise specifically requested by the Authority in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.

3.2.13.2 Bond Provisions. Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30)

days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

3.2.13.3 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services. Unless expressly stated otherwise in the Special Conditions or Specifications, Contractor acknowledges that Work sites are occupied residential communities and that Work shall be completed in a manner that ensures minimal resident impact.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.

3.2.15.3 Removal of Waste and Debris. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property,

Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority's agent.

3.2.15.4 Notifications to Authority and Residents. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours' notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

3.2.15.5 Paths of Travel. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours' notice prior to the creation of any condition affecting pedestrian paths of travel.

3.2.15.6 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state, and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of any local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.

3.2.15.7 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by the Authority.

3.2.17 Warranty. Contractor warrants all Services 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 Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority 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 Services 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 (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. 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 Authority, the Authority 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 Authority for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B," attached hereto and incorporated herein by reference. The maximum compensation for Services to be provided pursuant to **each occurrence shall not exceed Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00)** without the written approval of the Authority's Representative or his or her designee. The total aggregate compensation paid to Contractor under this Agreement shall not exceed **Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00) per fiscal year.**

3.3.2 Payment of Compensation. Contractor shall submit to the Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. The Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to the Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.

3.3.3 Deductions. The Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect the Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by

Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.

3.3.5 Extra Work. At any time during the term of this Agreement, the Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Authority's Representative.

3.3.6 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 16000, 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. The Authority 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 Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$1,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be

Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, the Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Garland/DBS, Inc.
3800 East 91st Street
Cleveland, Ohio 44105
ATTN: **Jason Busanovitch**

Authority:

Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, CA 92260-2578
ATTN: **Jessica Gonzales, Housing Division**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of the Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 Authority's Right to Employ Other Contractors. The Authority reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. N/A

[SIGNATURES ON NEXT PAGE]

**SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE PALM DESERT HOUSING AUTHORITY
AND GARLAND/DBS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY

Garland/DBS INC.

By: _____
L. TODD HILEMAN
Executive Director

By: _____
Its: _____
Printed Name: _____

ATTEST:

By: _____
ANTHONY J. MEJIA
Secretary

By: _____
Its: _____
Printed Name: _____

APPROVED AS TO FORM:

Contractor's License Number and
Classification

DIR Registration Number *(if applicable)*

By: _____
Isra Shah
Best Best & Krieger LLP
Special Legal Counsel

QC: _____

Insurance: _____
Initial Review Final Approval

Bonds: _____

Exhibit "A"
SCOPE OF SERVICES



Proposal To:

PALM DESERT HOUSING AUTHORITY



Leak Response Repair Services

Presented By:
Garland/DBS, Inc.

© 2014, Garland/DBS, Inc.™ - All rights reserved
3800 East 91st Street, Cleveland, Ohio 44105
Toll Free: (866) 327-0306
Fax: (216) 893-3055



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



March 12th, 2024

Palm Desert Housing Authority
73-510 Fred Waring Drive
Palm Desert, California 92260

Re: Leak Response and Repairs

Garland/DBS, Inc. (GDI) is pleased to present you with the following proposal.

We have the resources to provide facility/state/nation-wide roof assessments, inspection and leak repair services. We have completed more than five hundred million square feet of roof evaluation work through our Dry Zone™ service packages. These have been completed for thousands of satisfied customers including the GSA, All branches of the US armed forces, Lockheed Martin, Cummins Engine, Goodyear, Eaton Corporation, FedEx, Capital One Bank, various cities, municipalities and educational facilities around the United States.

Our Dry Zone program of services was established to help our customers manage their roof and building enclosure maintenance and replacements more effectively. Customers who use this service are typically looking to meet one or many of the goals below:

- Formalize a Standard Program Across All Facilities
- Enlist a Team of Experts to Provide the Best in Efficiency and Qualified Experience
- Build a History of Building Performance
- Define and Qualify a List of Priorities
- Reduce Reactive Expenditures
- Develop a Long Term Budget Plan
- Extend the Service Life of Facilities
- Ensure Consistent Delivery

Our services aim at developing and managing a database of all your roofing assets so that the information is online and at your fingertips. The Dry Zone database is an on-line, fully integrated, proactively maintained, and completely customizable asset management program with reporting capabilities that help you to better manage information, ultimately saving you time and money.

After reviewing the enclosed proposal with scope of services and pricing, should you have any questions please feel free to contact **Jason Busanovitch** at 951-300-8377 or myself if you would like to discuss in further detail. We appreciate the opportunity to provide this quote to you and look forward to serving you.

Respectfully submitted,

Jeff Kozak

Jeff Kozak
Project Manager
Office: 216.430.3518
Email: jkozak@garlandind.com



Scope of Services

The scope of work as described below is for the following location/s:

All Palm Desert Housing Authority owned buildings

Leak Response Repairs

The leak response service ensures emergency contact within 48 hours and repair service within 72 hours. All leaks and repairs are recorded in the Dry Zone database that helps prioritize and manage all roof areas for our clients. One of the greatest benefits of leak response is that you have a history of where your leaks are occurring and how much you are spending to correct them.

Leak Response program services include:

- On demand building envelope repair services
- Email reporting system alerts GDI and authorized contractors of leaks and repairs
- Emergency response to service calls within 48 hours or less, non-emergency response within 72 hours
- Competitive labor and material rates guaranteed for calendar year
- Before and after pictures, scope of work performed, and invoicing are uploaded to the work order report on the Dry Zone Database
- Not to exceed amount established for repairs requested through the program
- Recommendations for improved performance provided when frequent leaks occur
- Dry Zone Database creation and access

When responding to a reported leak, GDI and/or the Authorized Contractor will inspect the leak area, determine the cause, and arrange for the repairs. Repair costs will be billed to Customer on a time and material basis. Repairs performed on roof areas are to temporarily maintain the roof, not provide a permanent solution. As each repair is completed, updates will be made to the Program database to include information regarding the condition of the roof, the nature of the repairs, and photos to help visually verify the information provided. For leaks on roof areas with Garland warranties, an Authorized Contractor will perform repair and bill Garland for work performed. If the cause is neglect or damage outside the terms and conditions of the Garland warranty, repair costs will be at the Customer's expense on a time and material basis.



The Dry Zone Database

The key component to creating a successful Dry Zone Program is the development of an all-encompassing database. The Dry Zone database allows you to store, track, and update all the crucial information necessary to best maintain your asset inventory. Reports are customizable and available in a variety of formats based upon the customer's needs. The

Dry Zone database services include:

- General
 - Robust functionality
 - User friendly interface
 - Central location for all asset documentation
 - 24/7 online access
- Budgets, Expenditures, and Solutions
 - Presentation quality reporting capabilities
 - Capital expenditure budgeting, short and long term
 - Online access allows budget revisions as needs change
 - Roof replacement and repair options with comparative analysis for various systems
 - Work history documentation of repairs, renovations and replacements
 - Life-Cycle costing module
 - Energy savings calculator
- Work Order and Project Tracking
 - Work order tracking and reporting
 - Timely updates and job inspection reports
 - Photo logs to help visually verify the services performed
 - Online 24/7 emergency reporting
 - Comprehensive warranty tracking
- Data Collection
 - Condition documentation module for roofing, exterior walls, doors and windows
 - Assembly and detail module for roofing system
 - Photo documentation
 - Visual observation reports
 - Work history documentation for repairs and replacements
 - Ability to incorporate 3D aerial roof estimates and measurements based on GPS coordinates
 - Electronic tablet compatibility



Our Subcontractor, R&R Roofing, will provide repair services for the above mentioned locations based on time and material rates listed below:

Dry Zone Leak Response Repairs Program		
Repair Time & Material Rates		
Contractor Name:	R&R Roofing	
Contractor Address:	17995 Collier Ave, Lake Elsinore, CA 92530	
Project:	Palm Desert Housing Authority	
Expiration of Rates:	June 31 st 2026	
Trade Classification	Description	Cost per Hour
Roofing Foreman	Normal Working Hours (7am-6pm)	\$139.67
	Off Hours / Saturdays	\$183.56
	Holidays / Sundays	\$227.43
Roofing Installer	Normal Working Hours (7am-6pm)	\$127.20
	Off Hours / Saturdays	\$167.10
	Holidays / Sundays	\$202.50
Material Mark Up (Non-Labor Cost)		15%
Trip Charge		\$750

Contract No. _____

EXHIBIT "C"

BONDS

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the Palm Desert Housing Authority (hereinafter designated as the "Authority"), by action taken or a resolution passed _____, 20____has awarded to _____ hereinafter designated as the "Principal," a contract for the work described as follows:

On-Call Roof Repair and Related Services (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated July 1, 2024 ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Authority in the penal sum of Seventy Five Thousand and 00/100 Dollars (\$75,000.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Authority in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement

Contract No. _____

pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or the Authority and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

[SIGNATURES ON NEXT PAGE]

Contract No. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Contractor/ Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title _____

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- Individual
- Corporate Officer

Title(s)

- Partner(s) Limited
- General
- Attorney-In-Fact
- Trustee(s)
- Guardian/Conservator
- Other:

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for Contractor/Principal.

Notary Acknowledgment

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

STATE OF CALIFORNIA

COUNTY OF _____

On _____, 20____, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- | | | |
|---|----------------------------------|----------|
| _____ | | Title(s) |
| <input type="checkbox"/> Partner(s) | <input type="checkbox"/> Limited | |
| | <input type="checkbox"/> General | |
| <input type="checkbox"/> Attorney-In-Fact | | |
| <input type="checkbox"/> Trustee(s) | | |
| <input type="checkbox"/> Guardian/Conservator | | |
| <input type="checkbox"/> Other: | | |

_____	Title or Type of Document
_____	Number of Pages
_____	Date of Document

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____ Signer(s) Other Than Named Above

NOTE: This acknowledgment is to be completed for the Attorney-in-Fact. The Power-of-Attorney to local representatives of the bonding company must also be attached.