

CONTRACT PROCUREMENT AGREEMENT

By and Between

CITY OF CARSON

and

STORMTRAP

**AGREEMENT FOR THE CONTRACT OF PROCUREMENT OF PRECAST
CONCRETE MODULAR UNITS
BETWEEN THE CITY OF CARSON AND
STORMTRAP**

THIS AGREEMENT FOR THE CONTRACT OF PRECAST CONCRETE MODULAR UNIT PROCUREMENT (herein "Agreement") is made and entered into this 17th day of November, 2017 by and between the CITY OF CARSON, a California municipal corporation ("City") and StormTrap, LLC or StormTrap, a private corporation ("Manufacturer"). City and Manufacturer are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposal, the procurement of precast concrete modular units defined and described particularly in Article 1 of this Agreement.

B. Manufacturer, following submission of a proposal or bid for the procurement of precast concrete modular units defined and described particularly in Article 1 of this Agreement, was selected by the City for the procurement of precast concrete modular units.

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

D. The Parties desire to formalize the selection of Manufacturer for the procurement of precast concrete modular units defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

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

ARTICLE 1. WORK OF MANUFACTURER

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Manufacturer shall provide the work, defined as the procurement of precast concrete modular units, specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "work" hereunder. As a material inducement to the City entering into this Agreement, Manufacturer represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work contemplated herein. Manufacturer shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all work described herein. Manufacturer covenants that it shall follow the highest professional standards in performing the work required hereunder and that all materials

will be both of good quality as well as fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Manufacturer's Proposal.

The Scope of Work shall include the Manufacturer's scope of work or bid which shall be incorporated herein by this reference as though fully set forth herein and as covered in the Request for Proposal. 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.

Manufacturer shall keep itself informed concerning, and shall render all work 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.

Manufacturer shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the work required by this Agreement. Manufacturer 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 Manufacturer's performance of the work 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, Manufacturer warrants that Manufacturer (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the work should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the work under this Agreement. Manufacturer warrants that Manufacturer has or will investigate any and all sites where work will take place and where precast concrete modular storage units will be stored and is or will be fully acquainted with the conditions there existing, prior to commencement of work and or delivery of said precast concrete modular storage units hereunder. Should the Manufacturer discover any latent or unknown conditions, which will materially affect the performance of the work or precast concrete modular storage units hereunder, Manufacturer shall immediately inform the City of such fact and shall not proceed except at Manufacturer's risk until written instructions are received from the Contract Officer.

1.6 Care of Work.

The Manufacturer shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, precast concrete modular storage units, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or

damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 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.

1.8 Additional Work.

City shall have the right at any time during the performance of the work, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Manufacturer, incorporating therein any adjustment in (i) the Contract Sum for the actual costs of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Manufacturer. Any increase in compensation of up to ten percent (10%) of the Contract Sum or \$400,000, 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 Manufacturer that the provisions of this Section shall not apply to work specifically set forth in the Scope of Work. Manufacturer hereby acknowledges that it accepts the risk that the work to be provided pursuant to the Scope of Work may be more costly or time consuming than Manufacturer anticipates and that Manufacturer shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors. No claims for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 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 Manufacturer 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 Five Million One Hundred Thirty-Four Thousand And Six Hundred Forty-One Dollars(\$5,134,641) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.8.

2.2 Method of Compensation.

The method of compensation may include: (i) an initial payment of 50% of the total bid price of the current authorized Notice to Proceed to the Manufacturer once the forms and mock-up units have been inspected and approved by the City, (ii) a second payment to the Manufacturer once all of the units have been inspected (at the precast concrete plant) and approved by the City's Engineer. This second payment will be equal to 30% of the total bid price of the authorized Notice to Proceed, (iii) a remaining payment equal to 20% of the total bid price of the authorized Notice to Proceed upon delivery and acceptance to the job site. Acceptance shall take place once units have been inspected, delivered, placed in their final location, and repaired (if necessary).

2.3 Reimbursable Expenses.

The Contract Sum shall include the attendance of Manufacturer at all project meetings covered in the Scope of Work and reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the work. If Manufacturer is required to attend additional meetings to facilitate such coordination, Manufacturer shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Manufacturer shall furnish to City an original invoice, including information outlined in Section 14 of the Request for Proposal, for all work performed per Section 13 of the Request for Proposal in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Manufacturer is certifying compliance with all provisions of the Agreement.

City shall independently review each invoice submitted by the Manufacturer to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement, Project Specifications, and requirements provided in the Request for Proposal. Except as to any charges for work performed or expenses incurred by Manufacturer which are disputed by City, or as provided in Section 7.2, City will use its best efforts to cause Manufacturer to be paid within forty-five (45) days of receipt of Manufacturer's correct and undisputed invoice; however, Manufacturer acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Manufacturer for correction and resubmission. Review and payment by City for any invoice provided by the Manufacturer shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.5 Waiver.

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

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

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

3.2 Schedule of Performance.

Manufacturer shall commence the work pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all work 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 Manufacturer, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding March 1, 2018.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the work 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 Manufacturer, 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 Manufacturer 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 work 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 Manufacturer be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Manufacturer's sole remedy being extension of the Agreement pursuant to this Section.

3.4 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 work, but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Manufacturer.

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

<u>Robert McCormack</u>	<u>President</u>
(Name)	(Title)
<u>Brian Stahl</u>	<u>General Manager</u>
(Name)	(Title)
<u>Jeremy Sherwood</u>	<u>General Sales Manager</u>
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all

activities of Manufacturer and devoting sufficient time to personally supervise the work hereunder. All personnel of Manufacturer, 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 Manufacturer without the express written approval of City. Additionally, Manufacturer shall utilize only competent personnel to perform work pursuant to this Agreement. Manufacturer shall make every reasonable effort to maintain the stability and continuity of Manufacturer's staff and subcontractors, if any, assigned to perform the work required under this Agreement. Manufacturer shall notify City of any changes in Manufacturer's staff and subcontractors, if any, assigned to perform the work required under this Agreement, prior to and during any such performance.

4.2 Status of Manufacturer.

Manufacturer 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. Manufacturer shall not at any time or in any manner represent that Manufacturer or any of Manufacturer's officers, employees, or agents are in any manner officials, officers, employees, or agents of City. Neither Manufacturer, nor any of Manufacturer'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. Manufacturer expressly waives any claim Manufacturer may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be Julio Gonzalez or such person as may be designated by the City Manager. It shall be the Manufacturer's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the work and the Manufacturer 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 Manufacturer.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Manufacturer, its agents or employees, perform the work required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Manufacturer's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Manufacturer shall perform all work 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. Manufacturer 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 Manufacturer in its business or a member of any joint enterprise with Manufacturer.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability, and reputation of Manufacturer, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Manufacturer shall not contract with any other entity to perform in whole or in part the work 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 Manufacturer, 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 Manufacturer or any surety of Manufacturer of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages.

The Manufacturer shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than \$4,000,000.00 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 the Manufacturer 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 Manufacturer in the course of carrying out the work or work 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 \$2,000,000. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Manufacturer'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 work performed under this Agreement. The insurance must be maintained for at least 5 consecutive years

following the completion of Manufacturer's work or the termination of this Agreement. During this additional 5-year period, Manufacturer shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Subcontractors. Manufacturer shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall include all of the requirements stated herein.

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

5.2 General Insurance Requirements.

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

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


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

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

CANCELLATION:

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

[to be initialed]


Manufacturer 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 Manufacturer performs; products and completed operations of Manufacturer; premises owned, occupied or used by Manufacturer; or any automobiles owned, leased, hired or borrowed by Manufacturer. 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. Manufacturer'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 Manufacturer shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Manufacturer agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Manufacturer may be held responsible for the payment of damages to any persons or property resulting from the Manufacturer's activities or the activities of any person or persons for which the Manufacturer is otherwise responsible, nor shall it limit the Manufacturer's indemnification liabilities as provided in Section 5.3.

In the event the Manufacturer subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Manufacturer and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Manufacturer 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, Manufacturer agrees to indemnify, defend and hold harmless the City, its officers, employees and agents ("Indemnified Parties") against, and will hold and save 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 Manufacturer, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Manufacturer is legally liable ("indemnitors"), or arising from Manufacturer's or indemnitors' reckless or willful misconduct, or arising from Manufacturer's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Manufacturer 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) Manufacturer 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

Manufacturer hereunder; and Manufacturer 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 Manufacturer 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 Manufacturer hereunder, Manufacturer 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.

Manufacturer shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Manufacturer 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 Manufacturer in the performance of professional work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Manufacturer and shall survive termination of this Agreement.

5.4 Sufficiency of Insurer.

Insurance 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 work to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Manufacturer agrees that the minimum limits of the insurance policies may be changed accordingly upon receipt of written notice from the Risk Manager.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Manufacturer 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 work performed hereunder (the "books and records"), as shall be necessary to perform the work required by this Agreement and enable the Contract Officer to evaluate the performance of such work. 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 three (3) years following completion of the work hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Manufacturer's business, custody of the books and records may be given to City, and access shall be provided by Manufacturer's successor in interest. Notwithstanding the above, the Manufacturer shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Manufacturer shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the work required by this Agreement as the Contract Officer shall require. Manufacturer hereby acknowledges that the City is greatly concerned about the cost of work and work to be performed pursuant to this Agreement. For this reason, Manufacturer agrees that if Manufacturer becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or work contemplated herein or, if Manufacturer is providing design work, the cost of the project being designed, Manufacturer shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Manufacturer is providing design work, 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 Manufacturer, 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 Manufacturer 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 Manufacturer will be at the City's sole risk and without liability to Manufacturer, and Manufacturer's guarantee and warranties shall not extend to such use, reuse or assignment. Manufacturer may retain copies of such documents for its own use. Manufacturer shall have the 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 Manufacturer fails to secure such assignment, Manufacturer shall indemnify City for all damages resulting therefrom. Moreover, Manufacturer with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) All information gained or work product produced by Manufacturer in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Manufacturer. Manufacturer 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) Manufacturer, 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 Manufacturer gives City notice of such court order or subpoena.

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

(d) Manufacturer shall promptly notify City should Manufacturer, 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 Manufacturer or be present at any deposition, hearing or similar proceeding. Manufacturer agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Manufacturer. 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 the validity and 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 Manufacturer covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.

7.2 Disputes; Default.

In the event that Manufacturer is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Manufacturer for any work performed after the date of default. Instead, the City may give notice to Manufacturer of the default and the reasons for the default. The notice shall include the timeframe in which Manufacturer 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 Manufacturer 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 Manufacturer 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 Manufacturer'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 Suspension of Work.

The City may at any time, by notice in writing to the Manufacturer, suspend any part or all of the work for such period of time as may be deemed necessary either to prevent improper execution of work on the project, to prevent interference with other City work, or to comply with the orders of another public agency having authority in the matter. Except as herein provided, the Manufacturer shall have no claim for damages or additional compensation, including the cost of equipment downtime, associated with any such suspension.

Upon receipt of notice of such suspension, the Manufacturer shall immediately discontinue all work so suspended, except for such operations necessary to prevent loss or damage to work already executed, as may be directed by the City.

Work shall be resumed by the Manufacturer upon ten (10) days' written notice from the City, and if the suspension has caused the need for additions to the work, the Manufacturer will be paid for such additional work on the same basis as for extra work and for all costs of work performed in accordance with orders of the City during said suspension, provided that the Manufacturer shall not be paid as extra work for any work not suspended by said notice.

In the event of any suspension of the work in whole or in part, the Manufacturer will be entitled to an extension of time to complete the work to the extent that the suspension was not the fault of the Manufacturer. If such suspension is due to failure on the part of the Manufacturer to carry out orders given or to perform any provision of the Agreement, the days on which the suspension order is in effect will be considered working days.

7.4 Retention of Funds.

Manufacturer hereby authorizes City to deduct from any amount payable to Manufacturer (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, (ii) all amounts for which City may be liable to third parties, by reason of Manufacturer's acts or omissions in performing or failing to perform Manufacturer's obligation under this Agreement. Acceptance shall take place once units have been inspected, delivered, placed in their final location, and repaired (if necessary) as discussed in the Request for Proposal. Should the precast concrete modular units fail to meet the performance criteria specified in the Project Specifications, a portion or all of the final two payment amounts may be withheld and may be used by the City to provide the necessary remedy. In the event that any claim is made by a third party, the amount or validity of which is disputed by Manufacturer, 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 Manufacturer to insure, indemnify, and protect City as elsewhere provided herein.

7.5 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 work by Manufacturer 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.

7.6 Rights and Remedies are Cumulative.

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

7.7 Legal Action.

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

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 Manufacturer, except that where termination is due to the fault of the Manufacturer, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Manufacturer 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 Manufacturer may determine. Upon receipt of any notice of termination, Manufacturer shall immediately cease all work hereunder except such as may be specifically approved by the Contract Officer. Except where the Manufacturer has initiated termination, the Manufacturer shall be entitled to compensation for all acceptable work rendered and delivered to the Project Site (The Project Site, also referred to as "Park", being Carriage Crest Park located at 23800 Figueroa Street, in the City of Carson), which meets the Project Specifications, prior to the effective date of the notice of termination and for any work 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 Manufacturer has initiated termination, the Manufacturer 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 Manufacturer.

If termination is due to the failure of the Manufacturer 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 Manufacturer shall be liable to the extent that the total cost for completion of the work 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 Manufacturer for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

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

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Manufacturer, 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 Manufacturer or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Manufacturer 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 Manufacturer's performance of work under this Agreement. Manufacturer 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. Manufacturer 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 affects her/his financial interest or the financial interest of any corporation, partnership or association in which (s)he is, directly or indirectly, interested, in violation of any State statute or regulation. The Manufacturer 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.

Manufacturer 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Manufacturer shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Manufacturer 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 Manufacturer so employ such unauthorized aliens for the performance of work and/or work covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Manufacturer hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Carson, 701 East Carson, Carson, California 90745 and in the case of the Manufacturer, to the person(s) 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 Manufacturer 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. The StormTrap Proposal for the Procurement of the Precast Concrete Modular Units for Project No. 1515- Carson Stormwater and Runoff Project dated September 12, 2017 is hereby incorporated by reference in its entirety and Section B.5 (1-4) Proposal Clarifications, Exceptions and Exclusions specifically (Exhibit E). The StormTrap Proposal terms and conditions will take precedent over the Contract terms, Specification language and Request for Proposal language in the event of a conflict.

9.5 Severability.

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

9.6 Warranty & Representation of Non-Collusion.

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

as a result of consequence of obtaining or being awarded any agreement. Manufacturer is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Manufacturer's Authorized Initials PSM

9.7 Corporate Authority.

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

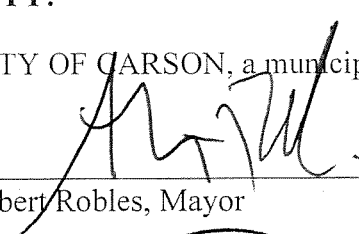
[SIGNATURES ON FOLLOWING PAGE]

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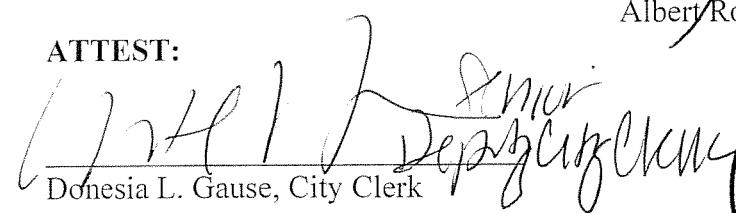
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

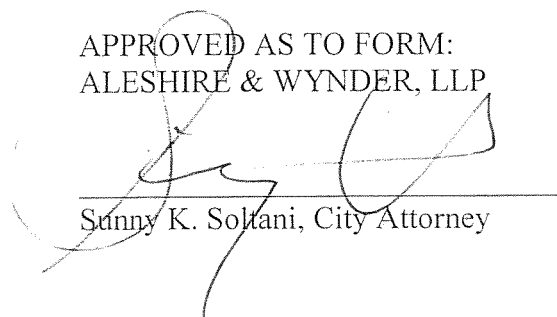
CITY OF CARSON, a municipal corporation


Albert Robles, Mayor

ATTEST:


Donesia L. Gause, City Clerk

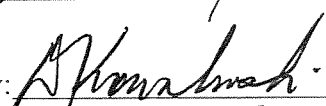
APPROVED AS TO FORM:
ALESHERE & WYNDER, LLP

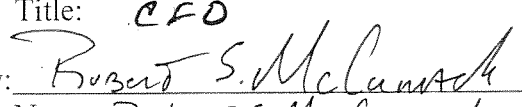

Sunny K. Soltani, City Attorney



MANUFACTURER:

STEAMTRAP LLC

By: 
Name: KONALEWSKI
Title: CEO

By: 
Name: Robert S. McCormack
Title: President
Address: 1207 Windham Parkway
Romcoville, IL 60446

Two corporate officer signatures required when Manufacturer is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. MANUFACTURER'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 MANUFACTURER'S BUSINESS ENTITY.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

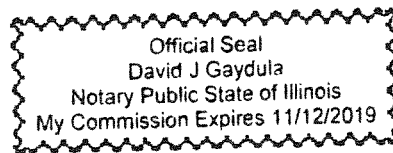
COUNTY OF LOS ANGELES

On 9/29, 2017 before me, DAVID GAYDULA, personally appeared DAVE KOWALEWICZ who appeared 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: David J Gaydula



OPTIONAL

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

- CAPACITY CLAIMED BY SIGNER**
- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- TITLE(S)**
- ☐ PARTNER(S) ☐ LIMITED
☐ ☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

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

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

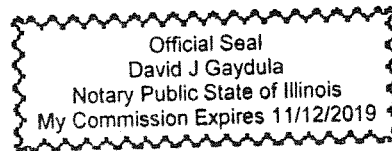
COUNTY OF LOS ANGELES

On 9/29, 2017 before me, David Gaydula, personally appeared Bob McCormack proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: David J Gaydula



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER
☐ INDIVIDUAL
☐ CORPORATE OFFICER

DESCRIPTION OF ATTACHED DOCUMENT

☐ TITLE(S)
☐ PARTNER(S) ☐ LIMITED
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☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER _____

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

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

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"
SCOPE OF WORK

Services required to complete this project by the Manufacturer include, but are not limited to:

I. Manufacturer's Primary Responsibilities

1. It will be the responsibility of the Manufacturer to make a thorough and complete review of this Invitation to Propose, the project plans, and specifications prior to proposing on the project.
2. Attend a **mandatory Pre-Proposal webex meeting at 9:00 a.m. on Tuesday, August 22, 2017** to introduce the project, project team, and clarify any questions or concerns for all parties. **Call-in information will be provided to parties who RSVP by e-mail to both Julio Gonzalez and Kristen Ruffell at JGonzale@carson.ca.us and KRuffell@lacs.d.org.**
3. Upon selection and award of the contract, the Manufacturer shall attend a mandatory predesign meeting (to be scheduled by the City) to verify limits of work, verify understanding of project intent, verify understanding of Manufacturer's responsibilities, clarify critical path items and scheduling, discuss submittal and/or request for information (RFI) procedures, and clarify any additional questions or concerns for all parties.
4. After the predesign meeting and within 30 calendar days of the NTP, the Manufacturer shall submit structural calculations, design plans, recommendations for installation means and methods, and all other required submittals (Per the Specifications located in Attachment C) and adhere to the following requirements:
 - a. Submittals shall be submitted to the City's Project Manager and the Engineer electronically.
 - b. Submittals shall have a cover transmittal form.
 - c. Structural calculation and plan submittals will not require a Registered Engineer's stamp or signature. However, the calculations, design plans, and installation means and methods recommendations are required to be signed and stamped by the Manufacturer's Civil or Structural Engineer registered in the State of California, prior to final approval by the City's Engineer.
5. Manufacturer shall resubmit all resubmittals within 7 working days from receiving a response from the City.
6. Upon completion of the City's inspection and approval of the completed units, the Manufacturer will be responsible for temporary storage of the units until the City and General Contractor are ready to accept delivery of the units to the project site. Delivery shall not occur until the project site is ready and the City has provided authorization for delivery. **Although the delivery is anticipated to begin by June 1, 2018 and take place in phases, the Manufacturer shall have completed all precast modular units and be ready to deliver all of the precast concrete modular units to the Park (Carriage Crest Park located at 23800 Figueroa Street, in the City of Carson) by June 1, 2018.** The Manufacturer shall also provide supervision during the unloading and installation of the precast modular units to ensure proper handling and placement.

- a. If necessary, storage of the units shall take place at a location proposed by the Manufacturer and agreed upon by the City. The units shall be stored with adequate bracing. The units shall be protected to prevent contact with soil, staining, cracking, distortion, warping, or other physical damage.
- b. It is anticipated that the delivery of the units to the Park will begin by June 1, 2018. If the City has not requested delivery of the units by June 1, 2018, the Manufacturer will be responsible for the continued storage of the units until they are requested and delivered. If the Manufacturer will require compensation for storage beyond June 1, 2018 they shall list this in the Optional Tasks in the bid estimate at a weekly rate.

After receiving a request from the City to ship the units, the Manufacturer shall provide the City with at least 14 working days prior notice of the date and time of the arrival of the units at the project site for the City's concurrence.

- c. The Manufacturer will be required to repair or replace any damaged units to the satisfaction of the City Engineer, or party designated by the City.
- d. The Manufacturer shall support units during shipment on non-staining, shock-absorbing material in the same position as during storage.
- e. Units shall be handled and transported in a manner that avoids excessive stresses that cause cracking or damage.
- f. Scheduling coordination will need to take place with the City to determine an anticipated delivery timeline.
- g. Damaged units which are not rejected on-site will need to be repaired and left in good clean condition per the Project Specifications (Located in Attachment C), Exhibits (Located in Attachment B), and to the satisfaction of the City Engineer, or party designated by the City.

II. Inspection Requirements:

- 1. The Manufacturer shall provide a QA/QC review of all concrete forms and any other equipment used to produce the precast modular units.
- 2. Before fabricating the precast modular units, the Manufacturer shall produce a minimum of four complete precast modular units for each module or unit type, for review by the Manufacturer's and City's Engineer. These four mock-up modules will need to be approved at the location of fabrication prior to fabricating any additional units. The mock-up units shall incorporate full-scale details of finishes, textures, and transitions in precast units. The Manufacturer shall adhere to the following requirements:
 - a. After all submittals have been approved, the Manufacturer shall build mock-up samples as indicated on the Manufacturer's drawings including precast modular units complete with anchors, connections, and joint fillers.
 - b. Approval of mock-ups (approval by City or party designated by the City) does not constitute approval of deviations from the Contract Documents contained in mockups unless the Engineer specifically approves such deviations in writing.

- c. Subject to compliance with requirements, approved mock-ups may become part of the completed work if undisturbed at time of Substantial Completion.
- 3. Upon completion of the mock-up units, the Engineer or designee will complete an on-site inspection to verify compliance with the specifications prior to the Manufacturer proceeding with further production.
- 4. The City will appoint, employ, pay and/or provide approval for services of an independent party to perform inspection and testing or will perform inspection and testing itself. The City or independent party will perform inspections, testing, and other services specified in the specifications and as required by the Engineer.
 - a. The City or independent party shall submit reports to the Engineer indicating observations, results of tests, and compliance or non-compliance with the Contract Documents.
 - b. The Manufacturer shall cooperate with the City or independent party and furnish samples of materials, design mix, equipment, tools, storage, and assistance as requested.
 - c. The Manufacturer shall notify the Engineer 48 hours prior to the expected time for operations requiring inspection and laboratory testing services. Manufacturer shall coordinate with the City to understand the frequency and extent of the City's inspection plan prior to fabricating forms and mock-up units.
 - d. Retesting required because of non-compliance to specified requirements shall be performed by the same party (City or independent party) on instructions by the Engineer and/or City. The Manufacturer shall bear all costs from such retesting at no additional cost to the City.
 - e. Photographs shall be taken by both the Manufacturer and the Engineer and will be used as a right of material rejection at the time of delivery.
- 5. The Manufacturer shall inspect the precast modular units immediately upon delivery to the Park and prior to unloading and installation by the general contractor. The Manufacturer shall reject damaged and defective items. The City reserves the right to inspect and/or have a designated inspector provide additional oversight during the installation process who may reject damaged items at their discretion. The Manufacturer is not responsible for the unloading or installation of the precast concrete units. The Manufacturer will not be held responsible for damage that occurs during installation by the contractor installing said modular units.

EXHIBIT "B"
SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

I. Additional Insurance Requirements:

1. Errors and Omissions liability insurance appropriate to the MANUFACTURER's profession. Architects' and Engineers' coverage shall be endorsed to include contractual liability (if applicable).
2. Property insurance for the on-site and/or off-site storage location (if applicable) which shall include coverage for all work related items. MANUFACTURER shall maintain limits no less than the completed value of the work and equipment used to store the precast concrete modular storage units.
3. MANUFACTURER will need to provide proof of insurance for transportation contractor responsible for delivering the precast modular units to and from the third party storage location and to the Project Site.
4. MANUFACTURER shall provide a performance bond equal to the total bid price agreed upon by the City.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

1. The City will issue one or multiple Notice(s) to Proceed (NTPs) for the desired total storage volume according to the below agreed upon prices, all of which include temporary storage up to September 1, 2018 and delivery to the Park. Items b, c, and d are additional tasks that may or may not be executed. If the City decides to increase the storage capacity of the project, these items will be executed under separate NTPs. The dollar amounts shown in Items b, c, and d below are not additive. Issuance of a subsequent NTP increases the total authorized to the lump sum price associated with the NTP. The agreed upon prices will remain effective until August 1, 2018. The manufacture of additional units authorized through subsequent NTPs will be subject to the same guidelines and meet the same requirements covered in the Agreement.
 - a. Lump sum not to exceed \$3,098,330.00, which includes \$2,836,000.00 for 9.67 acre feet of storage and \$262,330.00 for applicable taxes;
 - b. Lump sum not to exceed \$3,932,236.00, which includes \$3,599,300.00 for 12.39 acre feet of storage and \$332,935.25 for applicable taxes;
 - c. Lump sum not to exceed \$4,270,364, which includes \$3,908,800 for 13.46 acre feet of storage and \$361,564 for applicable taxes; and
 - d. Lump sum not to exceed \$5,134,641, which includes \$4,699,900 for 16.65 acre feet of storage and \$434,740.75 for applicable taxes;
2. The Manufacturer shall send all invoices to the City. Each invoice must be on an Excel spreadsheet and include the required information specified below.
 - a. The City will make the first payment to the Manufacturer once the forms and mock-up units have been inspected and approved by the City. This payment will be equal to 50% of the total bid price of the current authorized Notice to Proceed. The invoice for this payment shall include the number of mock-up units inspected and approved.
 - b. The City will make the second payment to the Manufacturer once all of the units have been inspected (at the precast concrete plant) and approved by the City's Engineer. This second payment will be equal to 30% of the total bid price of the authorized Notice to Proceed. The invoice for this payment shall include the total number of completed units inspected and if applicable, properly stored.
 - c. The City will pay the remaining 20% of the total bid price of the authorized Notice to Proceed upon delivery and acceptance to the project site. Acceptance shall take place once all units have been inspected, delivered, placed in their final location, and repaired (if necessary). This invoice shall include the number of units delivered, inspected, installed, and approved.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Manufacturer shall deliver the following tangible work products to the City by the following dates.

1. After the predesign meeting and within 30 calendar days of the NTP, the Manufacturer shall submit structural calculations, design plans, recommendations for installation means and methods, and all other required submittals (Per the Specifications located in Attachment C) and adhere to the following requirements:
 - a. Submittals shall be submitted to the City's Project Manager and the Engineer electronically.
 - b. Submittals shall have a cover transmittal form.
 - c. Structural calculation and plan submittals will not require a Registered Engineer's stamp or signature. However, the calculations, design plans, and installation means and methods recommendations are required to be signed and stamped by the Manufacturer's Civil or Structural Engineer registered in the State of California, prior to final approval by the City's Engineer.
2. Manufacturer shall resubmit all resubmittals within 7 working days from receiving a response from the City.
3. Upon completion of the City's inspection and approval of the completed units, the Manufacturer will be responsible for temporary storage of the units until the City and General Contractor are ready to accept delivery of the units to the project site. Delivery shall not occur until the project site is ready and the City has provided authorization for delivery. Although the delivery is anticipated to begin by June 1, 2018 and take place in phases, the Manufacturer shall have completed all precast modular units and be ready to deliver all of the precast concrete modular units to the Park (Carriage Crest Park located at 23800 Figueroa Street, in the City of Carson) by June 1, 2018. The Manufacturer shall also provide supervision during the unloading and installation of the precast modular units to ensure proper handling and placement.

The Contract Officer may approve extensions for performance of the Work in accordance with Section 3.2.

Exhibit “E”

Proposal for Procurement of Precast Concrete Modular Units for Project No. 1515 – Carson Stormwater and Runoff Capture Project’ dated September 12th, 2017

Proposal Clarifications, Exceptions & Exclusions:

The following are StormTrap’s proposal clarifications, exceptions and exclusions:

1. Request for Proposal (No. P17-12)

- a. Section 5 - Insurance and Bonding Requirements - StormTrap standard insurance and umbrella coverage exceeds requested limits.
- b. Section 5.A.4- Insurance and Bonding Requirements – StormTrap’s engineering consultant -S.E. Consultants, Inc. coverage will provide for Professional Liability and be endorsed to include contractual liability.
- c. Section 5.A.5- Insurance and Bonding Requirements- StormTrap will provide the required Performance Bond for the project.
- d. Section 5. B.4- Insurance and Bonding Requirements – StormTrap’s engineering consultant -S.E. Consultants, Inc. professional liability insurance shall include \$2,000,000 per occurrence.
- e. Section 9. A. 3. c. StormTrap will not accept liquidated damages related to each individual task on the baseline schedule. StormTrap will work diligently with the project team to meet the June 1, 2018 milestone date.
- f. Section 15.B - Liquidated Damages- Liquidated damages shall only be calculated based on a schedule that assumes the City issuing a Notice to Proceed to StormTrap on or before October 4, 2017, AND the project is ready for delivery on June 1, 2018 AND StormTrap is delaying the project by not completing manufacturing by June 1, 2018 for the 9, 11.5 or 12.5-acre-foot portion of the project. Any approved or pending extensions shall be taken into consideration when calculating liquidated damages and any liquidated damages shall be capped at no more than \$1,000.00 per day.

2. Contract Procurement Agreement

- a. Section 1.4 – StormTrap will be responsible for obtaining necessary permits for its scope of work. Permits related to the project site shall be secured by the installing contractor or General Contractor.
- b. Section 2.3 – StormTrap’s designated representative(s) will attend project meetings deemed necessary by City. In the event of a scheduling conflict or where several representatives are needed, the StormTrap representative(s) will be available to join the meeting by conference call.
- c. Section 4.5 – StormTrap utilizes subcontract manufacturing and delivery of the StormTrap product as well as onsite repair (if needed). StormTrap utilizes a third party structural engineer for engineering review.
- d. Section 5.1- Insurance Coverage

- i. StormTrap standard insurance and umbrella coverage exceeds requested limits.
- ii. StormTrap standard insurance and umbrella coverage is on a 'per project' basis and exceeds requested limits
- iii. Professional Liability - StormTrap's engineering consultant -S.E. Consultants, Inc. professional liability insurance shall include \$2,000,000 per occurrence.
- e. Section 6.1- Records- StormTrap asks for 5 days' notice to provide records requested by the City. These documents shall include all documentation provided in the project submittals, and QA/QC documentation during manufacturing.
- f. Section 7.8 - In the unlikely event of Termination Prior to Expiration of Term by either the City or the Manufacturer – Appropriate compensate shall be determined fairly and on a mutually agreed upon basis.

3. Technical Specifications

- a. Digital images of production shall be provided upon request. Images will be captured on an 'as-needed' basis within reason with respect to manufacturing processes.
- b. Daily manufacturing/inspection records shall be provided by Manufacturer upon request by City on an 'as-needed' basis.
- c. If Engineer is available for inspection within a 48 hour window, Manufacturer shall have the option to notify the Engineer within 48 hours for that inspection or laboratory testing.
- d. Manufacturer shall have the discretion to provide a structurally acceptable solution to a crack that extends more than one third (1/3) through the thickness of any wall if appropriate.
- e. NPCA Quality Control/Quality Assurance procedures, testing requirements and QC recommendations shall be an acceptable alternative to the PCI MNL 116 manual as long as QA/QC requirements are not diminished or compromised.
- f. Any manufacturing inspections required by the City shall not interfere/prohibit the manufacturer from pouring the product. It is anticipated the molds will be poured two times per day so any inspections required by the City will have to be arranged to not delay pouring the molds.
- g. Finish of modules shall be per ACI 301 with the exception of the roof and base slabs of modules which shall be smooth and aesthetically acceptable as determined by Manufacturer.

4. Other Matters

- a. StormTrap reserves the right to implement an appropriate/acceptable remedy/repair on all modules prior to rejection. Cracking is an inherent aspect of concrete and StormTrap will attempt to minimize cracking through various design and quality control procedures. The remedy/repair

shall not affect long-term performance/design life of the system, nor shall it affect issuance of the StormTrap standard warranty.

- b. StormTrap will not be responsible for delays caused by unresponsive parties to RFI-Request for Information request, submittal reviews and the contract execution process. Delays in these areas will extend the current project schedule.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/5/2017

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).

PRODUCER Esser Hayes Insurance Group 1811 High Grove, Suite 139 Naperville IL 60540-9100	CONTACT NAME:		
	PHONE (A/C, No, Ext): 630-355-2077	FAX (A/C, No): 630-355-7996	
INSURED Storm Trap, LLC 2495 W. Bungalow Rd. Morris IL 60450	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: West Bend Mutual		15350
	INSURER B: CNA Insurance Companies		20427
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1612652287

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	A158122	6/30/2017	6/30/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" 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		A158122	6/30/2017	6/30/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$n/a	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	6043109412	6/30/2017	6/30/2018	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A	A158136	6/30/2017	6/30/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000

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

ADDITIONAL INSURED ON GENERAL LIABILITY: CITY OF CARSON
PER ATTACHED FORM: WB100 0417.

CERTIFICATE HOLDER

CITY OF CARSON
701 EAST CARSON
CARSON CA 90745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: A158122

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CHANGE ENDORSEMENT – ILLINOIS

Named Insured: Storm Trap, LLC

Effective Date of Change: 06/30/17

Page 1 of 2

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- ☐ Coverage Forms
- ☐ Declarations Page
- ☐ Effective/Expiration Date
- ☒ Other (Use to modify coverage to meet unusual or peculiar risk situations)

The item(s) indicated above is (are) changed to read:

Additional Insured – Contractor's Blanket

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
 - a. Your premises;
 - b. "Your work" for that additional insured; or
 - c. Acts or omissions of the additional insured in connection with the general supervision of "your work."
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.

POLICY NUMBER: A158122

Page 2 of 2

3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

a. "Bodily injury" or "property damage" occurring after:

(1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, Paragraph 4.b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.



SECOINC-01

SSSCHEIBE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/23/2017

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 Horizon Insurance Agency LLC 2880 E. Northern Ave Phoenix, AZ 85028		CONTACT NAME: PHONE (A/C, No, Ext): (602) 992-9750 FAX (A/C, No): (602) 992-9775 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Owners Insurance Company	
		INSURER B : Hartford Accident & Indemnity	
		INSURER C : Everest National Insurance	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **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 type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			5037006900	06/01/2017	06/01/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPI/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5036998200	06/01/2017	06/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below			59WECJY7961	04/01/2017	04/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 100,000 E L DISEASE - EA EMPLOYEE \$ 100,000 E L DISEASE - POLICY LIMIT \$ 500,000
C	<input checked="" type="checkbox"/> Prof E & O			PL5EO00126171	06/01/2017	06/01/2018	Claims Made/Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured as respects General Liability per order on file with carrier.

CERTIFICATE HOLDER

CANCELLATION

City of Carson
701 East Carson
Carson, CA 90745

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER 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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 06-30-2017	Countersigned By: (Authorized Representative)
Named Insured: Storm Trap, LLC	

SCHEDULE

Name of Person(s) or Organization(s): Any party for whom the insured is required to provide designated insured status.
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule 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.

If a written contract between you and the designated insured specifically requires that this insurance be primary, then the insurance afforded by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the designated insured named in this schedule unless the other insurance is provided by a contractor other than the named insured. Then we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

If no contract between you and the designated insured requires that this insurance be primary, then the coverage granted to the designated insured under this endorsement shall follow the provisions of the Coverage Form.

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:

Any party with whom the insured agrees to waive subrogation in a written contract.

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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. WHO IS AN INSURED (Section II)** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Signed by all parties to the written contract or written agreement prior to the "bodily injury," "property damage," "personal injury and advertising injury."

- B. The insurance provided to the additional insured is limited as follows:**

1. That person or organization is only an additional insured with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused in whole or in part, by:
 - a. Your premises; or
 - b. Your negligent acts or omissions in connection with "Your work" for that additional insured.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. 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 written contract or written agreement to provide such additional insured.
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
 3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:

- a. "Bodily injury" or "property damage" occurring after:

- (1) All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

- b. "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."

4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including:

- a. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- b. Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- C. As respects the coverage provided under this endorsement, Paragraph 4.b. **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance procured by or on behalf of the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance procured by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

If no written contract specifically requires primary or noncontributory coverage, then this insurance is excess and as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

When this insurance is excess, we will have no duty under Coverage **A.** and Coverage **B.** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

IL-Any party with whom the insured agrees to waive subrogation in a written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06-30-2017

Insured

Storm Trap, LLC

Insurance Company

Policy No.

A158136

Endorsement No.

Premium Included

Countersigned by _____

WC 00 03 13

(Ed. 4-84)

Bond No. CMS0327764

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Payment Bond

COPY

CONTRACTOR:

(Name, legal status and address)

Storm Trap, LLC
2494 W. Burngalow Road
Morris, IL 60450

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
9025 N. Lindbergh Drive
Peoria, IL 61615
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

OWNER:

(Name, legal status and address)

City of Carson
701 E. Carson Street
Carson, CA 90745

CONSTRUCTION CONTRACT

Date: September 29, 2017

Amount: \$4,270,364.00

Four Million Two Hundred Seventy Thousand Three Hundred Sixty Four Dollars and 00/100

Description:

(Name and location)

Precast Concrete Modular Units for Project No. 1515 - Carson Stormwater and Runoff Capture Project.

BOND

Date: October 23, 2017

(Not earlier than Construction Contract Date)

Amount: \$4,270,364.00

Four Million Two Hundred Seventy Thousand Three Hundred Sixty Four Dollars and 00/100

Modifications to this Bond:

☒ None

☐ See Section 18

CONTRACTOR AS PRINCIPAL

Company:

(Corporate Seal)

Storm Trap, LLC

Signature:

Name
and Title:

KOWALEWSKI - CEO

SURETY

Company:

(Corporate Seal)

RLI Insurance Company

Signature:

Name

and Title: Attorney-in-Fact

William Reidinger



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

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Assurance Agency, Ltd.

One Century Centre, 1750 East Golf Road

Schaumburg, IL 60173

847-797-5700

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

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

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

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

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

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

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

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

§ 18 Modifications to this bond are as follows:

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

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

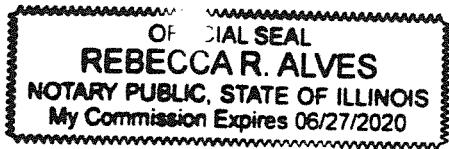
Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

State of ... Illinois
County of ... DuPage ss.:

Surety
Company
Acknowledgment:

On this ... **23rd** ... day of ... **October** ... **2017** .., before me
personally appeared ... **William Reidinger**, to be known,
whom being by me duly sworn, did depose and say: that he/she resides
at ... **Schaumburg, IL**,
that he/she is the ... **Attorney In Fact** ... of ... **RLI Insurance Company**
....., the corporation described in and which
executed the annexed instrument; that he/she knows the corporate seal of
said corporation that the seal affixed to said instrument is such corporate
seal; that it was so affixed by order of the Board of Directors of said
corporation; that he/she signed his/her name thereto by like order; and
that the liabilities of said corporation do not exceed its assets as
ascertained in the manner provided by law.



Rebecca R. Alves

Rebecca R. Alves
Notary Public in and for the above County and State.

My commission expires ... **06/27/2020**

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. CMS0327764

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes, but may be detached by the approving officer if desired.

That this Power of Attorney may be effective and given to either or both of **RLI Insurance Company and Contractors Bonding and Insurance Company**, required for the applicable bond.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each Illinois corporations (as applicable), each authorized and licensed to do business in all states and the District of Columbia do hereby make, constitute and appoint:

William Reidinger in the City of Schaumburg, State of IL

it's true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000) for any single obligation, and specifically for the following described bond.

Principal: Storm Trap, LLC

Obligee: City of Carson

RLI Insurance Company and Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation shall be executed in the corporate name of the Corporation by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Corporation. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the Corporation. The signature of any such officer and the corporate seal may be printed by facsimile or other electronic image."

IN WITNESS WHEREOF, **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 23rd day of October, 2017.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

B. W. Davis
Barton W. Davis Vice President

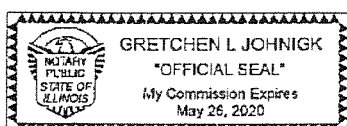
CERTIFICATE

State of Illinois
County of Peoria

} SS

On this 23rd day of October, 2017, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnik
Gretchen L. Johnik Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 23rd day of October, 2017.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary