

CONTRACT FOR

Bid # 126-20 NFPA 72 Fire Alarm Testing Services

THIS CONTRACT is made and entered into this 5Th day of August, 2020 ("Contract"), by and between CAL Building Systems, Inc. ("Contractor") and **Newport Mesa Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Price & Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District for a total price of Seventy-Eight Thousand Seven Hundred Eight Dollars (\$\$78,708.00) ("Contract Price"), the following repairs, maintenance or construction services ("Services" or "Work"):

[Bid # 126-20 NFPA 72 Fire Alarm System Testing]

2. **Payment.** Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Site.** Contractor shall perform the Work at all district sites per the scope of Bid # 126-20 ("Premises" or "Site"). The Project is the scope of Work performed at the Site.
4. **Contract Time** Work shall be completed by June 30, 2020. Contract may be renewed for 4 additional, 1 year periods with approval of the Newport Mesa USD Board of Education and agreement of extension or modification between parties. Requests to modify and or extend this agreement must be submitted to the District no later than April 1st of each contract year.
5. **Bonds & Insurance.**
 - a. **Payment & Performance Bond:** Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District
 - b. **Insurance:** Contractor shall have and maintain in force during the term of this Contract, with the minimum indicated limits, the following insurance:

Commercial General Liability , with Products and Completed Operations Coverage	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability, Any Auto , Combined Single Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
Builder's Risk (Course of Construction)	Issued for the value and scope of work.

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. Except for worker's compensation insurance, the District, the Architect, and the Project Manager shall be named as an additional insured on all policies. Contractor's policy(ies) shall be primary; any insurance carried by the District shall only be secondary and supplemental. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Director, Maintenance and Operations or their designee.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

<input checked="" type="checkbox"/> Proposal	<input checked="" type="checkbox"/> Drug-Free Workplace Certification
<input checked="" type="checkbox"/> Terms and Conditions to Contract	<input type="checkbox"/> Lead-Product(s) Certification
<input checked="" type="checkbox"/> Noncollusion Declaration	<input type="checkbox"/> Roofing Contract Financial Interest Certification
<input type="checkbox"/> Prevailing Wage Certification	<input checked="" type="checkbox"/> Insurance Certificates and Endorsements
<input checked="" type="checkbox"/> Workers' Compensation Certification	<input checked="" type="checkbox"/> Performance Bond
<input checked="" type="checkbox"/> Criminal Background Investigation Certification	<input checked="" type="checkbox"/> Payment Bond
<input type="checkbox"/> Asbestos & Other Hazardous Materials Certification	<input checked="" type="checkbox"/> Exhibit A ("Scope of Work")
<input checked="" type="checkbox"/> Tobacco-Free Certification	<input type="checkbox"/> Plans
	<input type="checkbox"/> Work Specifications
	<input type="checkbox"/> _____[Other]

9. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

Newport Mesa Unified School District
2985 Bear St., Bldg. A
Costa Mesa, CA 92626
Attn: Jonathan Geiszler, Director, Purchasing & Warehouse

Contractor: CAL Building Systems, Inc.
3900 Prospect Ave, Unit B
Yorba Linda, CA 92886
Attn: John Hassler

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

ACCEPTED AND AGREED on the date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Dated: August 5, 2020

Newport Mesa Unified School District

By: _____

Print Name: Jonathan Geiszler

Print Title: Director, Purchasing & Warehouse

Dated: August 27, 2020

CAL BUILDING SYSTEMS INC. Contractor

By: _____

Print Name: JOHN HASSLER

Print Title: PRESIDENT

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

Premium Subject To Adjustment
Based On Final Contract Price

PERFORMANCE BOND

Bond No. 100512903
Premium: \$1,574.00

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Newport Mesa Unified School District** ("District") and Cal Building Systems, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Bid # 126-20 NFPA 72 Fire Alarm Testing Services (Project Name)
("Project" or "Contract")

which Contract dated August 5, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Seventy-Eight Thousand Seven Hundred Eight and 00/100 DOLLARS

(\$ 78,708.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

American Contractors Indemnity Company

Attention: Paul S. Dito

Telephone No.: (714) 740 - 7000

Fax No.: (714) 740 - 9058

E-mail Address: PDito@tmhcc.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 24th day of August, 2020.

Principal

Cal Building Systems, Inc.
(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

American Contractors Indemnity Company
(Name of Surety)

(Signature of Person with Authority)

Paul S. Dito, Attorney-in-Fact
(Print Name)

Hatter, Williams & Purdy Insurance Services
(Name of California Agent of Surety)

2230 Faraday Ave, Carlsbad CA 92008
(Address of California Agent of Surety)

760-795-2002
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.



**TOKIO MARINE
HCC**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100512903
issued in the course of its business and to bind the Company thereby, in an amount not to exceed
One hundred thousand and 00/100 (\$100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of June, 2018.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

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

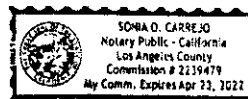
On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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 _____

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 2020.

Bond No. 100512903

Agency No. 2834



Kio Lo
Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On August 24, 2020 before me, Angela K. Kim, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Paul S. Dito
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached DocumentTitle or Type of Document: Bond# 100512903 Document Date: _____

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

Capacity(ies) Claimed by Signer(s)Signer's Name: Paul S. Dito☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☒ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

Premium Included on
Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the **Newport Mesa Unified School District** ("District") and Cal Building Systems, Inc. ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Bid # 126-20 NFPA 72 Fire Alarm Testing Services (Project Name)
(“Project” or “Contract”)

which Contract dated August 5, 2020, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and American Contractors Indemnity Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Seventy-Eight Thousand Seven Hundred Eight and 00/100 DOLLARS

(\$ 78,708.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 24th day of August, 2020.

Principal

Cal Building Systems, Inc.
(Name of Principal)

(Signature of Person with Authority)

(Print Name)

Surety

American Contractors Indemnity Company
(Name of Surety)

(Signature of Person with Authority)

Paul S. Dito, Attorney-in-Fact
(Print Name)

Hatter, Williams & Purdy Insurance Services
(Name of California Agent of Surety)

2230 Faraday Ave, Carlsbad CA 92008
(Address of California Agent of Surety)

760-795-2002
(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On August 24, 2020 before me, Angela K. Kim, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Paul S. Dito
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond # 100512903 Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: Paul S. Dito

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☒ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



TOKIOMARINE
HCC

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint,

PAUL S. DITO

its true and lawful Attorney-in-Fact, with full authority to execute on its behalf bond number 100512903, issued in the course of its business and to bind the Company thereby, in an amount not to exceed One hundred thousand and 00/100 (\$100,000.00).

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 1st day of September, 2011.

"Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

The Attorney-in-Fact named above may be an agent or a broker of the Company. The granting of this Power of Attorney is specific to this bond and does not indicate whether the Attorney-in-Fact is or is not an appointed agent of the Company.

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its President on this 1st day of June, 2018.

State of California
County of Los Angeles



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: _____

Adam S. Pessin
Adam S. Pessin, President

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

On this 1st day of June, 2018, before me, Sonia O. Carrejo, a notary public, personally appeared Adam S. Pessin, President of American Contractors Indemnity Company, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

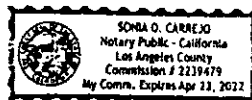
I certify under PENALTY OF PERJURY under the laws of the State of CALIFORNIA that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

[Signature]

(seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this 24th day of August, 2020.

Bond No. 100512903

Agency No. 2834



Kio Lo
Kio Lo, Assistant Secretary

visit tmhcc.com/surety for more information

HCCSZZPOAACIC06/2018