

**PUBLIC WORKS AGREEMENT**  
**NAVY RESERVOIR EXTERNAL CATHODIC PROTECTION SYSTEM**  
**IMPROVEMENTS**  
**PROJECT CIP NO. WT2107**

between



City of Seal Beach  
211 - 8th Street  
Seal Beach, CA 90740

&

J&L Constructors, Inc.  
29104 Basswood  
Lake Elsinore, CA 92530  
(714) 931-9367

THIS CONTRACT ("Contract") is made as of April 12, 2021, by and between the City of Seal Beach, a California charter city ("City"), and J&L Constructors, Inc., a California corporation ("Contractor").

## RECITALS

- A. WHEREAS, the City Council has approved the plans and specifications for the Navy Reservoir External Cathodic Protection System Improvements ("Project"), WT2107, with respect to design criteria; and
- B. WHEREAS, Contractor has submitted a Bid to City for the Project dated March 10, 2021 in the amount of \$59,000.00 ("Bid" hereinafter). The Bid is attached hereto and contains, among other things, provisions defining the Project scope.

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

## CONTRACT

### 1. Contractor's Services.

1.1 Scope and Level of Services. For and in consideration of the mutual promises set forth herein, and subject to the terms and conditions set forth in this Contract, Contractor shall perform and complete in good and workmanlike manner all work ("Work") required by this Contract and the documents listed in Subsection 1.2 for the Project.

1.2 Contract Documents. The "Contract Documents" that comprise the agreement between the City and the Contractor are the: Notice Inviting Sealed Bids, Instructions to Bidders, Accepted Bid Proposal Form, Non-Collusion Declaration, Bid Schedule(s), List of Subcontractors, Contractor's Industrial Safety Record, Contractor's Qualification Statement, Bid Security Forms for Check or Bond, Specifications, General and Special Provisions and documents referenced therein, all addenda as prepared prior to the date of Bid opening setting forth any modifications or interpretations of any of said documents, this Contract, Exhibits attached to this Contract, including but not limited to the Performance Bond (Exhibit A), Payment Bond (Exhibit B), Workers' Compensation Insurance Certificate (Exhibit C), Insurance Endorsements (Exhibit D), Acknowledgment of Penal and Civil Penalties Concerning Contractor Licensing Laws (Exhibit E), Labor Law Requirements (Exhibit F), Indemnification and Hold Harmless Contract (Exhibit G), Accepted Bid Proposal Form and any and all supplemental agreements executed amending or extending the Work contemplated and that may be required to complete the Work in a substantial and acceptable manner. These Contract Documents are hereby incorporated into this Contract.

1.3 The Work shall be performed in accordance with the Plans, Specifications and other Contract Documents. Contractor shall furnish at its own expense all labor, materials, equipment and services necessary therefor, except such labor, materials, equipment and services as are specified in the Contract Documents to be furnished by City.

1.4 In the event of any material discrepancy between the express provisions of this Contract and the provisions of the other Contract Documents, the provisions of this Contract shall prevail.

2. Effective Date. This Contract is effective as of April 12, 2021 (the "Effective Date"), and shall remain in full force and effect until Contractor has rendered the services required by this Contract.

3. Payment. For performing and completing the Work in accordance with the Contract Documents, City shall pay Contractor, in full compensation therefor, the amount of \$59,900.00 (Fifty Nine Thousand Nine Hundred and 00/XX dollars), subject to any additions and deletions pursuant to the terms of the Contract Documents. Said sum shall constitute payment in full for all Work performed hereunder, including, without limitation, all labor, materials, equipment, tools and services used or incorporated in the Work, supervision, administration, overhead, expenses and any and all other things required, furnished or incurred for completion of the Work as specified in the Contract Documents. City shall make payments to Contractor on account of the Contract sum at the time, in the manner, and upon the conditions specified in the Contract Documents. The City Manager may authorize extra work to fund unforeseen conditions up to the amount approved at the time of award by the City Council. Payment for additional work in excess of this amount requires prior City Council authorization.

4. Contractor's Personnel.

4.1 All Work shall be performed by Contractor or under Contractor's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by state and local law and by the Notice Inviting Bids/Instructions to Bidders to perform such Services, including, without limitation, a City of Seal Beach business license as required by the Seal Beach Municipal Code.

4.2 Contractor shall be responsible for payment of all employees' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees.

4.3 Contractor shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liabilities, damages, claims, costs and expenses of any nature to the extent arising from Contractor's alleged violations of personnel practices.

4.4 Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act as an agent of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not, at any time, or in

any manner, represent that it or any of its officers, agents, or employees are in any manner employees of City. Contractor shall pay all required taxes on amounts paid to Contractor under this Contract, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the Work performed pursuant to this Contract.

4.5 City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 4.

## 5. Indemnification.

5.1 Contractor's Duty. Contractor shall defend, indemnify, and hold the City, its elected officials, officers, employees, volunteers, agents, and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees") free and harmless from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, bid protests, stop notices, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim," collectively, "Claims"), in any manner arising out of or incident to the performance of the Contract, including without limitation, the payment of all consequential damages and attorneys' fees and other related costs and expenses. Further, Contractor shall appoint competent defense counsel, at Contractor's own cost, expense and risk, to defend any and all such suits, actions or other legal proceedings of every kind arising out of or incident to the performance of the Contract that may be brought or instituted against Indemnitees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or the other Indemnitees in any such suit, action, or other legal proceeding arising out of or incident to the performance of the Contract. Contractor shall reimburse the City and the other Indemnitees, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Contractor or Indemnitees. This indemnity shall apply to all Claims and liability regardless of whether any insurance policies are applicable.

5.2 Bid Protests. In addition to its obligations pursuant to Section 5.1, Contractor shall reimburse the City for all attorneys' fees and costs incurred by City in connection with, arising out of or incident to any Bid protest.

5.3 Civil Code Exception. Nothing in this Section 5 shall be construed to encompass Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code Section 2782(a) or the City's active negligence to the limited extent that the underlying Contract Documents are subject to Civil Code Section 2782(b), provided such sole negligence, willful misconduct or active

negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction.

5.4 Nonwaiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Contract.

5.5 Waiver of Right of Subrogation. Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses, and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor.

5.6 Survival. The provisions of this Section 5 shall survive the termination of the Contract and are in addition to any other rights or remedies that Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against a Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

## 6. Insurance.

6.1 Liability Insurance. Contractor shall procure and maintain in full force and effect for the duration of this Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Contractor, and its agents, representatives, employees and subcontractors. The policy limits set forth below do not act as a limitation upon the amount of indemnification to be provided by Contractor. Contractor shall complete and execute the following documents attached as Exhibits hereto and incorporated herein by this reference:

6.1.1 Exhibit D-1: Additional Insured Endorsement - Commercial General Liability.

6.1.2 Exhibit D-2: Additional Insured Endorsement - Automobile Liability.

6.2 Minimum Scope of Insurance. Unless otherwise approved by City, coverage shall be at least as broad as:

6.2.1 Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

6.2.2 Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

6.2.3 Insurance Services Office form number CG 20 10 11 85 (Ed. 11/85) covering Additional Insured—Owners, Lessees or Contactors (Form B).

6.2.4 Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

6.3 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

6.3.1 General Liability: \$2,000,000 per occurrence and in the aggregate for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Contract or the general limit shall be twice the required occurrence limit.

6.3.2 Automobile Liability: \$2,000,000 per occurrence for bodily injury and property damage.

6.3.3 Employer's Liability: \$1,000,000 per occurrence and in the aggregate for bodily injury or disease; and Workers' Compensation Insurance in the amount required by law.

6.4 Deductibles and Self-Insured Retentions. Contractor shall inform City of any deductibles or self-insured retentions except with respect to any professional liability insurance.

6.5 Other Insurance Provisions. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

6.5.1 City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.

6.5.2 For any claims related to this Contract, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, their officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be excess of Contractor's insurance and shall not contribute with it.

6.5.3 Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6.5.4 Each insurance policy required by this Section 6 shall be endorsed to state that coverage shall not be canceled or materially modified except after 30 days prior written notice by first class mail has been given to City.

6.5.5 Each insurance policy, except for any professional liability policy, required by this Section 6 shall expressly waive the insurer's right of subrogation against City and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City or agency officials.

6.6 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VIII unless waived in writing by City's Risk Manager.

6.7 Verification of Coverage. All insurance coverages shall be confirmed by execution of endorsements on forms approved by the City. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before services commence. As an alternative to City forms, Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

7. Liquidated Damages. Should the Contractor fail to complete the Project, or any part thereof, in the time agreed upon in the Contract, the Contractor shall reimburse the City for the additional expense and damage for each calendar day that the Contract remains uncompleted after the Contract completion date. It is agreed that the amount of such additional expense and damage incurred by reason of failure to complete the Contract is the per diem rate of \$500.00 per calendar day. Such amount is hereby agreed upon as liquidated damages for the loss to the City resulting from the failure of the Contractor to complete the Project within the allotted time and to the value of the operation of the works dependent thereon. It is expressly understood and agreed that this amount is a reasonable amount and is established in lieu of damages that are incapable of calculation at the inception hereof; and this amount is not to be considered in the nature of a penalty. The City shall have the right to deduct such damages from any amount due, or that may become due to the Contractor, or the amount of such damages shall be due and collectible from the Contractor or the Contractor's Surety. Progress payments made after the scheduled completion date shall not constitute a waiver of liquidated damages.

8. Suspension. City may, in writing, order Contractor to suspend all or any part of the Contractor's Services for the convenience of City or for work stoppages beyond the control of City or Contractor. A suspension of the Services does not void this Contract.

9. Notices. Any notices, bills, invoices, or reports authorized or required by this Contract shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's and City's regular business hours or by facsimile before or during Contractor's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Contract, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section. All notices shall be addressed as follows:

If to City:                      City Clerk  
   City of Seal Beach  
   211-8th Street  
   Seal Beach, California 90740  
   Telephone: (562) 431-2527  
   Fax: (562) 493-9857

   With a copy to:  
   Public Works Director  
   City of Seal Beach  
   211-8th Street  
   Seal Beach, California 90740

If to Contractor:              J&L Constructors, Inc.  
   29104 Basswood  
   Lake Elsinore, CA 92530  
   Telephone: (714) 931-9637  
   Attn: Byrson W. Miller, President

10. Non-Assignability; Subcontracting. Contractor shall not assign, transfer, or subcontract any interest in this Contract or the performance of any of Contractor's obligations hereunder. Any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

11. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs the Services.

12. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

13. Attorneys' Fees. In the event that either party to this Contract shall

commence any legal action or proceeding to enforce or interpret the provisions of this Contract, each party shall be responsible for their own attorneys' fees.

14. Construction. The validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State of California, with venue in Orange County, California. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Contract shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Contract or who drafted that portion of the Contract.

15. Workers' Compensation. Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of Labor Code Section 1861, by signing this Contract, the Contractor certifies as follows:

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

16. Prevailing Wages. The City and the Contractor acknowledge that the Project is a public work to which prevailing wages apply.

17. Entire Contract. This Contract, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between Contractor and City. This Contract supersedes all prior oral or written negotiations, representations, or agreements. This Contract may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Contract.

18. Severability. The invalidity in whole or in part of any provisions of this Contract shall not void or affect the validity of the other provisions of this Contract.

19. Titles and Headings. The titles and headings used in this Contract are for convenience only and shall in no way define, limit or describe the scope or intent of this Contract or any part of it.

20. Authority. Any person executing this Contract on behalf of Contractor warrants and represents that he or she has the authority to execute this Contract on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

21. Counterparts. This Contract may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Contract as of the date first written above.

CITY OF SEAL BEACH

CONTRACTOR: J&L Constructors, Inc., a California corporation

By: \_\_\_\_\_  
Jill R. Ingram, City Manager

Attest:

By: \_\_\_\_\_  
Gloria D. Harper, City Clerk

Approved as to Form:

By: \_\_\_\_\_  
Craig Steele, City Attorney

By: \_\_\_\_\_ J & L Constructors Inc.

Name: \_\_\_\_\_ Bryson W Miller

Title: \_\_\_\_\_ Owner/President

By: \_\_\_\_\_ J & L Constructors Inc.

Name: \_\_\_\_\_ Vanessa Miller

Title: \_\_\_\_\_ Secretary/Treasurer

*(Please note, two signatures required for corporations pursuant to California Corporations Code Section 313.)*



**EXHIBIT A**

**FAITHFUL PERFORMANCE BOND**

Bond No. \_\_\_\_\_

## PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Seal Beach ("City"), has awarded to \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ ("Principal")  
*(Name and address of Contractor)*

a contract (the "Contract") for the Work described as follows:

NAVY RESERVOIR EXTERNAL CATHODIC PROTECTION SYSTEM IMPROVEMENTS  
(CIP NO. WT2107)  
*(Project name)*

WHEREAS, Principal is required under the terms of the Contract to furnish a Bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_  
 \_\_\_\_\_,  
*(Name and address of Surety)*

(“Surety”) a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City in the penal sum of \_\_\_\_\_

Dollars (\$ \_\_\_\_\_), this amount being not less than the total Contract Price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors executors and administrators, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Principal, his, her 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 provisions in the Contract and any alteration thereof made as therein provided, on the Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered. Surety hereby waives any statute of limitations as it applies to an action on this Bond.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or of the Work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the specifications. Surety hereby waives the

provisions of California Civil Code Sections 2845 and 2849. The City is the principal beneficiary of this Bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**EXHIBIT B**  
**PAYMENT BOND**

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Seal Beach ("City"), State of California, has awarded to \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Contractor) ("Principal")

a contract (the "Contract") for the Work described as follows:

NAVY RESERVOIR EXTERNAL CATHODIC PROTECTION SYSTEM IMPROVEMENTS  
(CIP NO. WT2107)  
(Project name)

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by City in successfully enforcing this obligation, 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 Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to

Labor Code Section 1771.2, if 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 effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

(Seal)

(Seal)

*Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. **DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.** Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.*

**EXHIBIT C**

**WORKER'S COMPENSATION INSURANCE CERTIFICATE**

**WORKERS' COMPENSATION  
CERTIFICATE OF INSURANCE**

WHEREAS, the City of Seal Beach ("City") has required certain insurance to be provided by:

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NOW THEREFORE, the undersigned insurance company does hereby certify that it has issued the policy or policies described below to the following named insureds and that the same are in force at this time:

1. This certificate is issued to:

City of Seal Beach  
City Hall  
211 8<sup>th</sup> Street  
Seal Beach, California 90740

The insureds under such policy or policies are:

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2. Workers' Compensation Policy or Policies in a form approved by the Insurance Commissioner of California covering all operations of the named insureds as follows:

<u>Policy Number</u>	<u>Effective Date</u>	<u>Expiration Date</u>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

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By: 

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Its Authorized Representative

**EXHIBIT D-1**

**ADDITIONAL INSURED ENDORSEMENT  
COMMERCIAL GENERAL LIABILITY**

*[INSERT INSURANCE CERTIFICATE SHOWING COMMERCIAL GENERAL LIABILITY]*

**ADDITIONAL INSURED ENDORSEMENT**  
**COMPREHENSIVE GENERAL LIABILITY**

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*Name and address of named insured ("Named Insured"):*

---

*Name and address of insurance company ("Company"):*

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*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Seal Beach ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.
2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.
3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.
4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.
5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained in or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.
6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereof. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.
7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager  
City of Seal Beach  
City Hall  
211 8<sup>th</sup> Street  
Seal Beach, CA 90740

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Contractual Liability         | <input type="checkbox"/> Explosion Hazard            |
| <input type="checkbox"/> Owners/Landlords/Tenants      | <input type="checkbox"/> Collapse Hazard             |
| <input type="checkbox"/> Manufacturers/Contractors     | <input type="checkbox"/> Underground Property Damage |
| <input type="checkbox"/> Products/Completed Operations | <input type="checkbox"/> Pollution Liability         |
| <input type="checkbox"/> Broad Form Property Damage    | <input type="checkbox"/> Liquor Liability            |
| <input type="checkbox"/> Extended Bodily Injury        | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> Broad Form Comprehensive      | <input type="checkbox"/> _____                       |
| <input type="checkbox"/> General Liability Endorsement | <input type="checkbox"/> _____                       |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$\_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ *if none, so state*. The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative  
(*Original signature only; no facsimile signature  
or initialed signature accepted*)

**EXHIBIT D-2**

**ADDITIONAL INSURED ENDORSEMENT  
AUTOMOBILE LIABILITY**

*[INSERT INSURANCE CERTIFICATE SHOWING AUTOMOBILE LIABILITY]*

## **ADDITIONAL INSURED ENDORSEMENT AUTOMOBILE LIABILITY**

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*Name and address of named insured ("Named Insured"):*

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*Name and address of insurance company ("Company"):*

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*General description of agreement(s), permit(s), license(s), and/or activity(ies) insured:*

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached (the "Policy") or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The City of Seal Beach ("City"), its elected officials, officers, attorneys, agents, employees, and volunteers are additional insureds (the above named additional insureds are hereafter referred to as the "Additional Insureds") under the Policy in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured. The Additional Insureds have no liability for the payment of any premiums or assessments under the Policy.

2. The insurance coverages afforded the Additional Insureds under the Policy shall be primary insurance, and no other insurance maintained by the Additional Insureds shall be called upon to contribute with the insurance coverages provided by the Policy.

3. Each insurance coverage under the Policy shall apply separately to each Additional Insured against whom claim is made or suit is brought except with respect to the limits of the Company's liability.

4. Nothing in this contract of insurance shall be construed to preclude coverage of a claim by one insured under the policy against another insured under the policy. All such claims shall be covered as third-party claims, i.e., in the same manner as if separate policies had been issued to each insured. Nothing contained in this provision shall operate to increase or replicate the Company's limits of liability as provided under the policy.

5. The insurance afforded by the Policy for contractual liability insurance (subject to the terms, conditions and exclusions applicable to such insurance) includes liability assumed by the Named Insured under the indemnification and/or hold harmless provision(s) contained or executed in conjunction with the written agreement(s) or permit(s) designated above, between the Named Insured and the Additional Insureds.

6. The policy to which this endorsement is attached shall not be subject to cancellation, change in coverage, reduction of limits (except as the result of the payment of claims), or non-renewal except after written notice to City, by certified mail, return receipt requested, not less than thirty (30) Days before the effective date thereto. In the event of Company's failure to comply with this notice provision, the policy as initially drafted will continue in full force and effect until compliance with this notice requirement.

7. Company hereby waives all rights of subrogation and contribution against the Additional Insureds, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to the perils insured against in relation to those activities described generally above with regard to operations performed by or on behalf of the Named Insured regardless of any prior, concurrent, or subsequent active or passive negligence by the Additional Insureds.

8. It is hereby agreed that the laws of the State of California shall apply to and govern the validity, construction, interpretation, and enforcement of this contract of insurance.

9. This endorsement and all notices given hereunder shall be sent to City at:

City Manager  
City of Seal Beach  
City Hall  
211 8<sup>th</sup> Street  
Seal Beach, CA 90740

10. Except as stated above and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements, or exclusions of the policy to which this endorsement is attached.

TYPE OF COVERAGES TO WHICH THIS ENDORSEMENT ATTACHES	POLICY PERIOD FROM/TO	LIMITS OF LIABILITY

11. Scheduled items or locations are to be identified on an attached sheet. The following inclusions relate to the above coverages. Includes:

- |  |  |
|--|--|
| <input type="checkbox"/> Any Automobiles       | <input type="checkbox"/> Truckers Coverage         |
| <input type="checkbox"/> All Owned Automobiles | <input type="checkbox"/> Motor Carrier Act         |
| <input type="checkbox"/> Non-owned Automobiles | <input type="checkbox"/> Bus Regulatory Reform Act |
| <input type="checkbox"/> Hired Automobiles     | <input type="checkbox"/> Public Livery Coverage    |
| <input type="checkbox"/> Scheduled Automobiles | <input type="checkbox"/> _____                     |
| <input type="checkbox"/> Garage Coverage       | <input type="checkbox"/> _____                     |

12. A ☐ deductible or ☐ self-insured retention (*check one*) of \$\_\_\_\_\_ applies to all coverage(s) except: \_\_\_\_\_ (*if none, so state*). The deductible is applicable ☐ per claim or ☐ per occurrence (*check one*).

13. This is an ☐ occurrence or ☐ claims made policy (*check one*).

14. This endorsement is effective on \_\_\_\_\_ at 12:01 a.m. and forms a part of Policy Number \_\_\_\_\_.

I, \_\_\_\_\_ (*print name*), hereby declare under penalty of perjury under the laws of the State of California, that I have the authority to bind the Company to this endorsement and that by my execution hereof, I do so bind the Company.

Executed \_\_\_\_\_, 20\_\_\_\_

Telephone No.: (\_\_\_\_) \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Representative  
(*Original signature only; no facsimile signature  
or initialed signature accepted*)

**EXHIBIT E**

**ACKNOWLEDGMENT OF PENAL AND CIVIL PENALTIES CONCERNING  
CONTRACTOR LICENSING LAWS**

## **STATEMENT ACKNOWLEDGING PENAL AND CIVIL PENALTIES CONCERNING THE CONTRACTORS' LICENSING LAWS**

[Business & Professions Code § 7028.15]

[Public Contract Code § 20103.5]

I, the undersigned, certify that I am aware of the following provisions of California law and that I, or the entity on whose behalf this certification is given, hold a currently valid California contractor's license as set forth below (required at time of award):

Business & Professions Code § 7028.15:

(a) It is a misdemeanor for any person to submit a bid to a public agency in order to engage in the business or act in the capacity of a contractor within this state without having a license therefore, except in any of the following cases:

- (1) The person is particularly exempted from this chapter.
- (2) The bid is submitted on a state project governed by Section 10164 of the Public Contract Code or on any local agency project governed by Section 20104 [now § 20103.5] of the Public Contract Code.

(b) If a person has been previously convicted of the offense described in this section, the court shall impose a fine of 20 percent of the price of the contract under which the unlicensed person performed contracting work, or four thousand five hundred dollars (\$4,500), whichever is greater, or imprisonment in the county jail for not less than 10 days nor more than six months, or both.

In the event the person performing the contracting work has agreed to furnish materials and labor on an hourly basis, "the price of the contract" for the purposes of this subdivision means the aggregate sum of the cost of materials and labor furnished and the cost of completing the work to be performed.

(c) This section shall not apply to a joint venture license, as required by Section 7029.1. However, at the time of making a bid as a joint venture, each person submitting the bid shall be subject to this section with respect to his or her individual licensure.

(d) This section shall not affect the right or ability of a licensed architect, land surveyor, or registered professional engineer to form joint ventures with licensed contractors to render services within the scope of their respective practices.

(e) Unless one of the foregoing exceptions applies, a bid submitted to a public agency by a contractor who is not licensed in accordance with this chapter shall be considered non-responsive and shall be rejected by the public agency. Unless one of the foregoing exceptions applies, a local public agency shall, before awarding a contract or issuing a purchase order, verify that the contractor was properly licensed when the contractor submitted the bid. Notwithstanding any other provision of law, unless one of the foregoing exceptions applies, the registrar may issue a citation to any public officer or employee of a public entity who knowingly awards a contract or issues a purchase order to a contractor who is not licensed pursuant to this chapter. The amount of civil penalties, appeal, and finality of such citations shall be subject to Sections 7028.7 to 7028.13, inclusive. Any contract awarded to, or any purchase order issued to, a contractor who is not licensed pursuant to this chapter is void.

(f) Any compliance or noncompliance with subdivision (e) of this section, as added by Chapter 863 of the Statutes of 1989, shall not invalidate any contract or bid awarded by a public agency during which time that subdivision was in effect.

(g) A public employee or officer shall not be subject to a citation pursuant to this section if the public employee, officer, or employing agency made an inquiry to the board for the purposes of verifying the license status of any person or contractor and the board failed to respond to the inquiry within three

business days. For purposes of this section, a telephone response by the board shall be deemed sufficient.

Public Contract Code § 20103.5:

In all contracts subject to this part where federal funds are involved, no bid submitted shall be invalidated by the failure of the bidder to be licensed in accordance with the laws of this state. However, at the time the contract is awarded, the contractor shall be properly licensed in accordance with the laws of this state. The first payment for work or material under any contract shall not be made unless and until the Registrar of Contractors verifies to the agency that the records of the Contractors' State License Board indicate that the contractor was properly licensed at the time the contract was awarded. Any bidder or contractor not so licensed shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. The agency shall include a statement to that effect in the standard form of pre-qualification questionnaire and financial statement.

**Failure of the Bidder to obtain proper and adequate licensing for an award of a contract shall constitute a failure to execute the Contract and shall result in the forfeiture of the security of the Bidder.**

License No.: 974212      A, B, C-20, C-53  
Class: \_\_\_\_\_      Expiration Date: 3/31/21

Date: 3/17/21

**EXHIBIT F**

**LABOR LAW REQUIREMENTS**

## AGREEMENT TO COMPLY WITH CALIFORNIA LABOR LAW REQUIREMENTS

**[Labor Code §§ 1720, 1773.8, 1775, 1776, 1777.5, 1813, 1860, 1861, 3700]**

The undersigned Contractor certifies that it is aware of and hereby agrees to fully comply with the following provisions of California law:

1. Contractor acknowledges that this Contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("Agency") and agrees to be bound by all the provisions thereof as though set forth in full herein.
2. Contractor agrees to comply with the provisions of California Labor Code Section 1773.8 which requires the payment of travel and subsistence payments to each worker needed to execute the Work to the extent required by law.
3. Contractor agrees to comply with the provisions of California Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the Agency, forfeit not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any public work done under the Contract by Contractor or by any subcontractor.
4. Contractor agrees to comply with the provisions of California Labor Code Section 1776 which require Contractor and each subcontractor to (1) keep accurate payroll records, (2) certify and make such payroll records available for inspection as provided by Section 1776, and (3) inform the Agency of the location of the records. The Contractor is responsible for compliance with Section 1776 by itself and all of its subcontractors.
5. Contractor agrees to comply with the provisions of California Labor Code Section 1777.5 concerning the employment of apprentices on public works projects, and further agrees that Contractor is responsible for compliance with Section 1777.5 by itself and all of its subcontractors.
6. Contractor agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the Agency, forfeit twenty-five dollars (\$25) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the California Labor Code.
7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

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

Date 3/17/21

Signature \_\_\_\_\_



**EXHIBIT G**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT AND WAIVER OF  
SUBROGATION AND CONTRIBUTION**

**OFFICIAL TITLE OF PROJECT: NAVY RESERVOIR EXTERNAL CATHODIC  
PROTECTION SYSTEM IMPROVEMENTS (CIP NO. WT2107)**

***Indemnitor(s) (list all names):***

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J & L Constructors Inc.

Bryson W Miller

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To the fullest extent permitted by law, Indemnitor hereby agrees, at its sole cost and expense, to defend, protect, indemnify, and hold harmless the City of Seal Beach and its elected officials, officers, attorneys, agents, employees, volunteers, successors, and assigns (collectively "Indemnitees") from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith (collectively "Liabilities"), arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to any act, failure to act, error, or omission of Indemnitor or any of its officers, agents, servants, employees, subcontractors, materialmen, suppliers or their officers, agents, servants or employees, arising or claimed to arise, directly or indirectly, out of, in connection with, resulting from, or related to the above-referenced contract, agreement, license, or permit (the "Contract") or the performance or failure to perform any term, provision, covenant, or condition of the Contract, including this indemnity provision. This indemnity provision is effective regardless of any prior, concurrent, or subsequent active or passive negligence by Indemnitees and shall operate to fully indemnify Indemnitees against any such negligence. This indemnity provision shall survive the termination of the Contract and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against an Indemnitee shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision. Indemnitor shall pay Indemnitees for any attorneys fees and costs incurred in enforcing this indemnification provision. Notwithstanding the foregoing, nothing in this instrument shall be construed to encompass (a) Indemnitees' sole negligence or willful misconduct to the limited extent that the underlying Contract is subject to Civil Code § 2782(a) or (b) the contracting public agency's active negligence to the limited extent that the underlying Contract is subject to Civil Code § 2782(b). This indemnity is effective without reference to the existence or applicability of any insurance coverage which may have been required under the Contract or any additional insured endorsements which may extend to Indemnitees. Indemnitor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Indemnitor regardless of any prior, concurrent, or subsequent active or passive negligence by the Indemnitees. In the event there is more than one person or entity named in the Contract as an Indemnitor, then all obligations, liabilities, covenants and conditions under this instrument shall be joint and several.

"Indemnitor"

Name Bryson W Miller

Name: \_\_\_\_\_

By: J & L Constructors Inc.

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

Its

Its

