

CONTRACT

CITY OF BUENA PARK CONTRACT FOR

BEACH BOULEVARD MEDIAN IMPROVEMENTS FROM LA PALMA AVENUE TO CRESCENT AVENUE "Project"

Project Number: 612

Bid Number: 2019-11

This CONTRACT ("Contract") is made and entered this 25th day of June, 2019 ("Effective Date"), by and between the CITY OF BUENA PARK, a California municipal corporation ("City") and Aramexx Group, Inc., a California corporation ("Contractor"). Contractor's California State Contractor's license number is 960305.

In consideration of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. Contract Documents. The Contract Documents consist of this Contract, the Notice Inviting Bids, Instructions to Bidders, Bid (including documentation accompanying the Bid and any post-Bid documentation submitted before the Notice of Award), the Bonds, permits from regulatory agencies with jurisdiction, General Provisions, Special Provisions, Plans, Standard Plans, Standard Specifications, Reference Specifications, Addenda, Change Orders, and Supplemental Agreements. The Contract Documents are attached hereto and incorporated herein by reference.
2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as **BEACH BOULEVARD MEDIAN IMPROVEMENTS FROM LA PALMA AVENUE TO CRESCENT AVENUE ("Project")**, as described in this Contract and in the Contract Documents.
3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Six Hundred Forty One Thousand and Three Hundred Twenty One dollars and Fifty cents (641,321.50) in accordance with the prices as submitted in the Bid.
4. Terms of Contract: The Contractor agrees to complete the work within **FORTY FIVE (45) working days** from the date of written notice to proceed. The Contractor further agrees to the assessment of liquidated damages in the amount of **FIVE HUNDRED DOLLARS (\$500)** for each calendar day the work remains incomplete beyond the expiration of the completion date. The City may deduct the amount thereof from any monies due or that may become due the Contractor under this Contract.
5. Incorporation by Reference. All of the following documents are attached hereto and incorporated herein by this reference: Workers' Compensation Certificate of Insurance, Additional Insured Endorsement (Comprehensive General Liability), Additional Insured Endorsement (Automobile Liability), and Additional Insured Endorsement (Excess Liability).
6. Insurance: The Contractor shall not commence work under this Contract until it has obtained all insurance required hereunder in a company or companies acceptable to City nor

shall the Contractor allow any subcontractor to commence work on a subcontract until all insurance required of its subcontractor has been obtained. The Contractor shall take out and maintain at all times during the life of this contract the following policies of insurance:

A. Compensation Insurance: Before beginning work, the Contractor shall furnish to the City a certificate of insurance as proof that it has taken out full compensation insurance for all persons whom the Contractor may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California. Such insurance shall be maintained in full force and effect during the period covered by this Contract. Further such policy of insurance shall provide that the insurer waives all rights of subrogation against City and its elected officials, officers, employees and agents.

In accordance with the provisions of Section 3700 of the California Labor Code, every Contractor shall secure the payment of compensation to his employees. Contractor, prior to commencing work, shall sign and file with the City, a certification 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."

B. GENERAL INSURANCE REQUIREMENTS FOR CONTRACTORS WITH CONSTRUCTION RISKS

MANDATORY INSURANCE. Contractor shall maintain the following insurance coverage throughout the term of this Contract, and upon request Contractor shall show City evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the following form:

1. Insurance Services Office Commercial General Liability coverage occurrence form number CG 00 01 11 85 or 88.
2. Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 06 92 covering "Any Auto" (Symbol 1).
3. Workers Compensation insurance as required by the State of California and Employer's Liability insurance.

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

1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit, and

shall contain specified language creating a duty to defend against any suit seeking damages.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

3. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.

4. Owner's and Contractor's Protective: \$2,000,000 per occurrence, with a general aggregate twice the required occurrence limit, and shall separately to this Project.

Deductibles and Self-Insured Retentions

Any deductibles and/or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, elected officials, employees, agents, and volunteers; or, the Contractor shall provide a financial guarantee satisfactory to the City, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions. The Contractor and City further agree as follows:

1. All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract or any other agreement relating to the City or its operations limits the application of such insurance coverage. Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. For any claims related to this Project, the Contractor's insurance coverage shall be primary to any other similar insurance. Any insurance or self-insurance maintained by the City, its officers, employees or volunteers, shall be excess of the Contractor's insurance and shall not contribute with it.

4. The City, its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.

5. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards, performance of this Contract.

6. All general or auto liability insurance coverage provided pursuant to this Contract, or any other agreements pertaining to the performance of this Contract, shall not prohibit Contractor, and Contractor's employees, or agents, from waiving the right of subrogation prior to a loss. Contractor waives its right of subrogation against City.

7. In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor.

8. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished within 72 hours of the expiration of the coverages.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) days' prior written notice from insurer to the City. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

11. All insurance coverage shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

12. All insurance coverage shall contain a clause substantially in the following words: "*It is hereby understood and agreed that this policy shall not be canceled nor materially changed except upon thirty (30) days' prior written notice to the City of Buena Park of such cancellation or material change as evidence by a return receipt for a registered letter.*"

13. All insurance coverage shall cover the operations of the Contractor pursuant to the terms of this Contract.

14. Contractor agrees to provide immediate notice to City of any claim or loss against Contractor that includes City as a defendant. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

15. In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims, suits, damages, defense obligations and liability of any kind attributed to City, or City's employees, or any of the additional insureds as a result of such failure.

16. Coverage will not be limited to the specific location or individual or entity designated as the address of the Project.

17. Contractor agrees not to attempt to avoid its defense and indemnity obligations to City and its employees, agents, officials and servants by using as a defense Contractor's statutory immunity under workers' compensation and similar statutes.

18. Contractor agrees to require all parties or subcontractors, including architects or

others, with which it enters into contracts or hires pursuant to or related in any way with the performance of this Contract, to provide insurance covering the operations contracted for and naming as additional insureds all parties to this Contract. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided as required here. Contractor agrees that no contract, standard form or otherwise, used by any party in any way connected with this Contract, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this or any other agreement.

ACCEPTABILITY OF INSURERS. Coverage shall be written by insurers with a current A.M. Best's rating of no less than "A:VIII," and be admitted to conduct business in the State of California by the Department of Insurance.

VERIFICATION OF COVERAGE. Contractor shall furnish the City with evidence of the insurance required by this Section, satisfactory to City, consisting of original certificates of insurance and amendatory endorsements, and an additional insured endorsement at least as broad as Insurance Services Office form CG 20 10 11 85. The endorsements should be on forms provided by the City or on other than the City's forms or a separate owners policy, provided those forms or policies are approved by the City, and amended to conform to the City's requirements. All certificates and endorsements are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. Contractor agrees to provide complete certified copies of policies to City within 10 days of City's request for said copies.

SUBCONTRACTORS. Contractor shall include all subcontractors or any other party involved in the Project by Contractor as insured under its policies or shall require subcontractors or any other party involved in the Project by Contractor to carry the same insurance as required herein. Contractor agrees to obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required here. Contractor agrees to require that no contract used by any subcontractor, or contracts Contractor enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of City and all certificates of insurance obtained in compliance with this paragraph will be submitted to City or review. Failure of City to request copies of such documents will not impose and liability on City, or its employees.

INDEMNIFICATION. Contractor and City agree that City, its employees, officers, agents and elected officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Contract. Accordingly, the provisions of this indemnity provision are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to the City. Contractor acknowledges that CITY would not have entered into this Contract in the absence of the commitment of Contractor to indemnify and protect City as set forth here.

A. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless City, its elected officials, employees, agents, volunteers and officers, from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred by City, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way

attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

B. Without affecting the rights of City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless City as set forth above for liability attributable to the sole fault of City, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction. This exception will apply only in instances where the City is shown to have been solely at fault and not in instances where Contractor is solely or partially at fault or in instances where City's fault accounts for only a percentage of the liability involved. In those instances, the obligation of Contractor will be all-inclusive and City will be indemnified for all liability incurred, even though a percentage of the liability is attributable to the conduct of the City.

C. Contractor acknowledges that its obligation pursuant to this section extends to liability attributable to City, if that liability is other than the sole fault of City. Contractor has no obligation under this Contract for liability proven in a court of competent jurisdiction or by written agreement between the parties to be the sole fault of City.

D. The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its employees, agents and officials.

7. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

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

9. Titles. The titles 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.

10. 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.

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

12. 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 hereto have executed the Contract the day and year first above written.

CITY OF BUENA PARK

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

Dated: 07-25-2019



Aramesx Contractor
("CONTRACTOR")

By: _____
(To be notarized)

By: _____
(To be notarized)

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 7/2/19 before me, R. Gallardo Samour, Notary Public
(insert name and title of the officer)

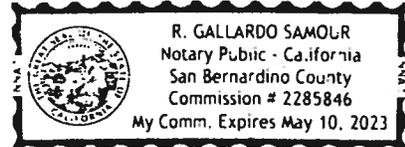
personally appeared Salim Samour
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by 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 

(Seal)



Bond No. S001-7396

Executed in 2 Originals

**PAYMENT BOND
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), State of California, has awarded to _____
Aramexx Group Inc. dba Aramexx Construction, 532 W. First Street, Ste 202, Claremont, CA 91711

("Principal")

(Name and address of Contractor)

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

**BEACH BOULEVARD MEDIAN IMPROVEMENTS
FROM LA PALMA AVENUE TO CRESCENT AVENUE**

"Project"

(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 Public Agency 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 Allied World Insurance Company
199 Water Street, New York, NY 10038

(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 Public Agency 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 Six Hundred Forty-One Thousand Three Hundred Twenty-One & 50/100

Dollars (\$ 641,321.50), 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 Public Agency 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: July 2, 2019

“Principal”

Aramexx Group Inc. dba Aramexx Construction

By: _____

Its

By: _____

Its

“Surety”

Allied World Insurance Company

By: _____

Its Vanessa Copeland, Attorney-in-Fact

By: N/A

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

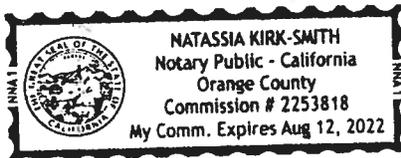
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On 7/2/19 before me, Natassia Kirk-Smith, Notary Public, personally appeared Vanessa Copeland

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.



Place Notary Seal Above

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

WITNESS my hand and official seal.

Signature:

[Handwritten Signature]

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

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

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:



ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: June 6, 2019

No. 29210-A3591

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

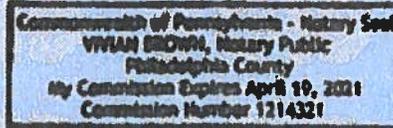
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s): Eric Lowey Mark Richardson
Shawn Blume Vanessa Copeland Kevin Cathcart
 FIRM: Pinnacle Surety Services, Inc. 151 Kalmus Dr. A-201 Costa Mesa, CA 92626

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 6th day of June, 2019



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 6th day of June, 2019, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Vivian Brown

Notary
 My Commission Expires: 04/19/2021

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 2nd day of July, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600
 Philadelphia, PA 19103

Sung Lee

Sung Lee, VP, Legal

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 7/2/19 before me, R. Gallardo Samour, Notary Public
(insert name and title of the officer)

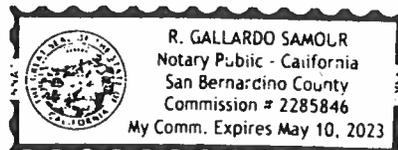
personally appeared Salim Samour
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ 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 

(Seal)



PREMIUM IS FOR THE CONTRACT TERM AND IS SUBJECT TO
ADJUSTMENT BASED ON FINAL CONTRACT PRICE

Bond No. S001-7396
Premium: \$10,665.00
Executed in 2 Originals

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Buena Park ("Public Agency"), has awarded to _____
Aramexx Group Inc. dba Aramexx Construction, 532 W. First Street, Ste 202, Claremont, CA 91711

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

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

**BEACH BOULEVARD MEDIAN IMPROVEMENTS
FROM LA PALMA AVENUE TO CRESCENT AVENUE**
"Project"
(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 Allied World Insurance Company
199 Water Street, New York, NY 10038

(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 Public Agency in the penal sum of _____
Six Hundred Forty-One Thousand Three Hundred Twenty-One & 50/100

Dollars (\$ 641,321.50), 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 Public Agency, 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 therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency 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: July 2, 2019

“Principal”

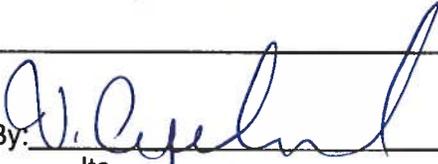
Aramexx Group Inc. dba Aramexx Construction

By: 
Its

By: 
Its

“Surety”

Allied World Insurance Company

By: 
Its Vanessa Copeland, Attorney-in-Fact

By: N/A
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.*

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.

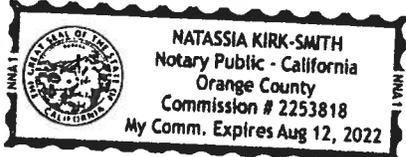
State of California)

County of Orange)

On 7/2/19 before me, Natassia Kirk-Smith, Notary Public,

personally appeared Vanessa Copeland Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature: [Handwritten Signature] Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Vanessa Copeland

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

Signer Is Representing:

Capacity(ies) Claimed by Signer(s)

Signer's Name:

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

Signer Is Representing:



ALLIED WORLD INSURANCE COMPANY
 199 Water Street
 New York, NY 10038
 USA

POWER OF ATTORNEY

Issue Date: June 6, 2019

No. 29210-A3592

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

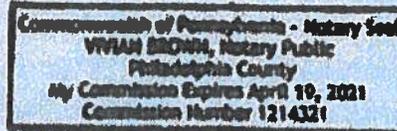
Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

NAME(s):	<u>Eric Lowey</u>	<u>Mark Richardson</u>
	<u>Shawn Blume Vanessa Copeland</u>	<u>Kevin Cathcart</u>
FIRM:	<u>Pinnacle Surety Services, Inc. 151 Kalmus Dr. A-201 Costa Mesa, CA 92626</u>	

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 6th day of June, 2019



Robert E. Staples

Name: Robert E. Staples
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 6th day of June, 2019, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

Thomas B. [Signature]

Notary
 My Commission Expires: 04/19/2021

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, Sung Lee, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 2nd day of July, 2019

All Claim Notices should be sent to the below:

Allied World Insurance Company
 Attn: Surety Department
 30 South 17th Street, Suite 1600
 Philadelphia, PA 19103

Sung Lee

Sung Lee, VP, Legal

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 7/2/19 before me, R. Gallardo Samour, Notary Public
(insert name and title of the officer)

personally appeared Salim Samour
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.

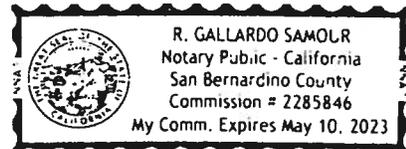
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PROGRESS PAYMENT SIGNATURE AUTHENTICATION

All company billings submitted for payment shall have the signature of an official of the company authorized to sign a bill and/or collect a check from the City, either on the invoice or an attached cover letter.

The following personnel of Aramexx Group Inc.

(Contractor)

are authorized to sign bills and/or receive checks.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Lupe Gallardo</u>	<u>Project Manager</u>	<u>[Signature]</u>
<u>Ed Samour</u>	<u>President</u>	<u>[Signature]</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

Any subsequent changes to supercede this signature list must be requested in writing and accompanied by a facsimile of this form to be complete in its entirety.

By: [Signature]
(Name and Title)

For: Aramexx Group Inc.
(Bidder)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2019

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 S & L Risk Management and Insurance Solutions 1447 Ford St. #103 Redlands, CA 92374		CONTACT NAME: PHONE (A/C No. Ext): 909-253-7742 FAX (A/C No.): 909-253-7748 E-MAIL: steve@sandlinsurance.com ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Colony Insurance Company NAIC # 39993	
		INSURER B: Insurance Company of the West 27847	
		INSURER C: American Fire and Casualty Company 24066	
		INSURER D: StarStone National Insurance Company 25496	
		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	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF DATE (MM/DD/YYYY)	POLICY EXP DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$2,500 ded per occurrence GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X X	103GL0021397-01	12/22/18	12/22/19	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<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	X X	BAA 56426905	2/20/19	2/20/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE RETENTIONS		708771181ALI	12/22/18	12/22/19	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	X	WSD5038619 01	12/22/18	12/22/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Re: BEACH BOULEVARD MEDIAN IMPROVEMENTS FROM LA PALMA AVENUE TO CRESCENT AVENUE . Project Number:612, Bid Number: 2019-11
The following are named as additional insured per the attached endorsement: The City, its officers, elected officials, attorneys, employees, agents, and volunteers. Waivers of subrogation apply to the GL, Auto and WC policies per the attached endorsements. 30 day notice of cancellation is provided.

CERTIFICATE HOLDER City of Buena Park City Hall 6650 Beach Blvd. Buena Park, CA 90621	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
--	--

AW/Proj/Singal