

AGREEMENT FOR CONSTRUCTION

[Scaffolding on Riverside Harada House]

COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC.

This Agreement for Construction (“Agreement”) is entered into on this 4th day of February, 2025, by and between the CITY OF RIVERSIDE, a California charter city and a municipal corporation (“City”) and COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC., a California corporation, 14928 S. Maple Avenue, Gardena, CA 90248; State Contractor’s License No. 835630 (“Contractor”). Hereinafter, the City and the Contractor may be referred to collectively as the “Parties.” The Parties mutually agree as follows: Contractor shall furnish all labor, equipment and materials for, and perform the work of Scaffolding on Riverside Harada House, which is covered in the Contractor’s Bid Proposal (the “Work), in accordance with the provisions and requirements in the Contract Documents as defined by this Agreement.

ARTICLE 1 – CONTRACT DOCUMENTS

1.1 **Definitions.** The meanings of all capitalized terms used herein and in the Contract Documents and not otherwise defined in this document shall be the same as those definitions set forth in the Special Provisions Section 1-2.

1.2 **Contract Documents.**

The “Contract Documents,” except for Modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference, are intended to be correlative and constitute Contractor’s performance obligations:

- (1) Permits from the City’s Building, Fire, Planning, Public Works and Public Utilities Departments and similar Governmental Approvals for the Work required by applicable law.
- (2) Change Orders and other Modifications issued after execution of the Agreement.
- (3) This Agreement, as signed by the Parties, including the following exhibit, as well as any other exhibits, attachments, and Certificates of Insurance and Additional insured endorsements for Contractor:

Exhibit “A” – Workers Compensation Certification

Exhibit “B” – Proposal

- (4) Addenda with later Addenda having priority over earlier Addenda issued as follows: N/A

- (5) Contractors Bid Proposal attached as Exhibit "B" and incorporated herein.
- (6) City and other agency's Standard Drawings.
- (7) All documents, maps, texts and items referred to in the foregoing documents.

1.3 **Interpretation.** In the event of any conflict between any of the Contract Documents, the document highest in the order of precedent shall control. The order of precedent shall be the same as that set forth in Section 2-5.2 of the 2012 Edition of the Standard Specifications for Public Works Construction, unless otherwise revised in the Special Provisions.

1.4 **Entire Agreement.** This Agreement together with all other Contract Documents represents the entire and integrated agreement between City and Contractor and supersedes any prior written or oral agreements between them concerning the subject matter contained in the Contract Documents. There are no representations, agreements, arrangements or understandings, oral or written, between the Parties hereto, relating to the subject matter contained in the Contract Documents, which are not fully expressed herein.

ARTICLE 2 – CONTRACT PRICE AND PAYMENT

2.1 **Contract Price.** City shall pay Contractor the Contract Price of Forty Thousand Two Hundred Forty Four Dollars (\$40,244), which includes all California sales or use tax and County and City taxes, in consideration for the Contractor's full, complete and timely performance of all of the Work required by the Contract Documents. The Contract Price includes any Alternative/Additive Bid Items which were awarded with the Contract.

Contractors agree to allocate the use tax derived from contracts or subcontracts of \$5 million or more directly to the job site location by obtaining a sub-permit of the Contractor's seller's permit for the jobsite and allocating the local tax to the jobsite address on Schedule C of applicable sales tax returns, in accordance with State Board of Equalization Operations Memo 1023. Contractor shall provide City with proof of such filing prior to City's issuance of the Notice to Proceed.

In accordance with Section 22300 of the California Public Contract Code, Contractor may substitute securities for any monies withheld by City to ensure performance of the Contract. Such substitution shall be made at the request and expense of Contractor. Securities equivalent to the amount withheld may be deposited with City or with a state or federally chartered bank as escrow agent. Securities eligible for substitution shall include those listed in Section 16430 of the Government Code, bank or saving and loan certificates of deposit, interest bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by Contractor and City.

2.2 **Changes to the Contract Price.** Contractor shall not be compensated for any extra materials used or time expended over and above the Contract Price, unless prior written approval for the same has been granted by the City.

2.3 **Payment Procedures.**

Within sixty (60) calendar days after City accepts final completion of the work and issues the Notice of Completion, excluding Plant Establishment, if applicable, City shall pay Contractor the amounts City deducted and retained from Contractor's progress payments, except such sums which are required by applicable law or authorized by the Contract to be further retained. In the event of a dispute between City and Contractor concerning the amount of final payment due, the City may withhold from final payment, including Liquidated Damages provided forth in the Contract Documents, together with an amount not to exceed 150% of the value of disputed amounts for incomplete or non-conforming work.

ARTICLE 3 – TIME FOR PERFORMANCE

3.1 **Date of Commencement/Notice to Proceed.** The date of commencement of the Work shall be established in a written Notice to Proceed issued by the City. The City will not issue a Notice to Proceed to the Contractor until this Agreement, bonds and insurance documents have been executed and/or approved by the City.

3.2 **Contract Time.** Contractor shall perform the Work in a diligent manner and shall complete all of the Work of the Contract, excluding any Plant Establishment, if applicable, within forty-five (45) working days after the date specified to Contractor in the Notice to Proceed issued by City.

ARTICLE 4 – LIQUIDATED DAMAGES

N/A

ARTICLE 5 – CLAIMS AND DISPUTES

5.1 **Notice of Claims.** Contractor acknowledges and agrees that its failure to submit any claim arising under this Contract in accordance with the Special Provisions, shall constitute a waiver of Contractor's right to additional compensation and/or extension of time.

5.2 **Government Code Claims Procedures.** Contractor further acknowledges that notwithstanding Contractor's compliance with the claims procedures set forth in the Special Provisions, Contractor must also comply with the claims procedures set forth in Government Code sections 900 et seq. prior to filing a lawsuit against the City for any such claim. Failure to submit a Government Code claim or comply with the claims provision contained in the Special Provisions shall bar Contractor from bringing and maintaining a valid lawsuit against the City.

ARTICLE 6 – LOCAL BUSINESS LICENSE, TAXES AND FEES

6.1 **Business Tax Certificate and Governmental Approvals.** As a condition of the Contract, Contractor and all subcontractors shall, during the term of this Agreement, secure and annually renew business tax certificates pursuant to Chapter 5.04 of the Riverside Municipal Code to operate in the City of Riverside, and shall also secure and maintain at all times during performance

of the Work, any other licenses, fees, permits or similar Governmental Approvals required by Applicable law.

6.2 **Offsets.** Contractor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which is owed, or which becomes owed, by Contractor to City, City reserves the right to withhold and offset said amounts from any payments, refunds or reimbursements owed by City to Contractor under the Contract. Notice of such withholding and offset shall promptly be given to Contractor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

ARTICLE 7 – BONDS

7.1 **Performance and Payment Bonds.** Prior to City's execution of this Agreement, Contractor shall furnish to the City two (2) duly executed surety bonds using the forms included within the Bidding Requirements, one (1) as security for the faithful performance of the Contract and one (1) as security for the payment of all persons performing labor and furnishing materials in connection with the Contract. Both bonds shall be in the amount of one hundred percent (100%) of the Contract Price and shall be subscribed by an Admitted Surety Insurer which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, Contractor shall furnish City a new bond within ten (10) days after receiving notice from City. No payments will be due or paid under the Contract until any and all bond deficiencies have been remedied. Contractor, by execution of this Agreement acknowledges that the bonds are not Contract Documents, but are separate obligations.

ARTICLE 8 – WORKERS' COMPENSATION INSURANCE

8.1 **Workers' Compensation Insurance Certificate.** By executing this Agreement, Contractor certifies that Contractor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the Work. Contractor shall comply with Labor Code Section 1861 by signing and filing the workers' compensation certification attached hereto as Exhibit "A" and incorporated herein by reference.

8.2 **Evidence of Coverage.** Prior to the City's execution of this agreement, Contractor shall file with the City either 1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Contractor is self-insured for such coverage; or 2) a certified statement that Contractor has no employees, and acknowledging that if Contractor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any Certificate filed with the City shall provide that City shall be given ten (10) days prior written notice before modification or cancellation thereof.

8.3 **Carrier Rating.** Contractor's workers' compensation insurance carrier shall be authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

8.4 **Subcontractor Worker's Compensation Insurance.** Contractor shall require each of its Subcontractors to obtain and maintain for the duration of this Agreement, complete workers' compensation insurance, meeting or exceeding the coverage's and amounts that California law requires.

ARTICLE 9 – CONTRACTOR'S LIABILITY INSURANCE

9.1 **Minimum Scope.** Prior to City's execution of this Agreement and Contractor's commencement of Work, Contractor shall secure, submit proof of and shall thereafter maintain without interruption, until completion of the Contract, such commercial general and automobile liability insurance as shall protect Contractor, its Subcontractors and the Additional Insured's from any and all claims for damages for personal injury, including accidental death, as well as any and all claims for property damage which may arise from or which may concern operations under the Contract, whether such operations be by or on behalf of Contractor, any subcontractor or anyone directly or indirectly employed by, connected with or acting for or on behalf of any of them.

9.2 **Carrier Ratings.** All liability insurance shall be issued by an insurance company or companies authorized to transact liability insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger.

9.3 **Minimum Limits.** Contractor shall maintain minimum limits of insurance as follows:

9.3.1 Commercial General Liability: Contractor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence, an aggregate limit for products/completed operations in the amount not less than \$2,000,000.

9.3.2 Automobile Liability Insurance: Contractor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Contractor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Contractor's performance of this Agreement, which vehicles shall include, but are not limited to, Contractor owned vehicles, Contractor leased vehicles, Contractor's employee vehicles, non-Contractor-owned vehicles and hired vehicles.

9.3.3 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Contractor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Contractor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Contractor.

9.4 **Notice of Cancellation and Renewals.** The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to City). Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

9.5 **All Coverage's.** The insurance policy or policies shall also comply with the following provisions:

- a. Policies shall include premises/operations, products completed operations, independent contractors, owners and contractors' protection, explosion, collapse, underground hazard, broad form contractual, personal injury with employment exclusion deleted, and broad form property damage.
- b. The policy shall be endorsed to waive any right of subrogation against the City and its subconsultants, employees, officers, agents and directors for work performed under this Agreement.
- c. If policies are written on a claims made basis, the certificate should so specify and the policy must continue in force for **five (5) years** after completion of the Project. The retroactive date of the coverage must also be listed.
- d. The policy shall specify that the insurance provided by Contractor will be considered primary and not contributory to any other insurance available to the City of Riverside. Contractor shall provide Form No. CG 20010413 to City.
- e. All policies of insurance shall name the City as an Additional Insured and shall contain the following language: "Solely with respect to work done by and on behalf of the name insured for the City of Riverside, it is agreed that the City of Riverside, and its officers and employees are added as additional insureds under this policy."

9.6 **Certificates of Insurance, Additional Insured Endorsements and Deductibles.** Prior to execution of the Agreement, and thereafter upon City's request, Contractor shall furnish City with original certificates of insurance and additional insured endorsements setting forth evidence of all insurance coverage required by this Article. Each certificate and endorsement is to be signed by a person authorized by that insurer to bind coverage on its behalf. The City of Riverside, its City Council and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents and council members shall be named as additional insured's under each policy.

9.7 **Contractor's Failure to Provide Required Insurance.** Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the

City. In the absence of satisfactory insurance coverage, City may, at its discretion and sole option: (a) procure insurance with collection rights for premiums, attorneys' fees and costs against Contractor by way of set-off or recoupment from sums due Contractor; (b) immediately terminate or suspend Contractor's performance of the Contract; (c) pay Contractor's premiums for renewal of Contractor's coverage; or (d) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorneys' fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due Contractor. Upon demand, Contractor shall repay City for all sums that City paid to obtain, renew, reinstate or replace the insurance, or City may offset the cost against any monies that the City may owe Contractor.

9.8 Verification of Coverage. City shall have the right to obtain complete and certified copies of Contractor's and Subcontractors' insurance policies (including, but not limited to, the declarations page, form list and riders), endorsements or certificates required under the Contractor Documents, upon request (including, but not limited to, the declarations page, form list and riders).

9.9 Reassessment of Insurance Requirements. At any time during the duration of this Contract, the City may require that Contractor obtain, pay for, and maintain more or less insurance depending on the City's assessment of any one or more of the following factors: (1) the City's risk of liability or exposure arising out of, or in any way connected with, Contractor's services under this Contract; (2) the nature or number of accidents, claims, or lawsuits arising out of, or in any way connected with, Contractor's services under this Contract; or (3) the availability, or affordability, or both, of increased liability insurance coverage.

9.10 Contractor's Insurance for Other Losses. The Contractor and its Subcontractors of every tier shall assume full responsibility for all loss or damage from any cause whatsoever to any tools, Contractor's (or Subcontractors') employee owned tools, machinery, equipment, or motor vehicles owned or rented by the Contractor, or the Contractor's agents, suppliers or Subcontractors as well as to any temporary structures, scaffolding and protective fences.

9.11 No Limitation. Contractor's maintenance of insurance as required by the Contract Documents shall not be construed to limit the liability of the Contractor or its Subcontractors of any tier to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

9.12 Subcontractors' Insurance. The Contractor shall include in all subcontracts a requirement that the Subcontractors of every tier shall obtain and maintain, at a minimum, all insurance required by Articles 9 and 10 of this Agreement except that the limits of liability and deductibles shall be in amounts determined by the Contractor, based on the degree of hazardous exposure according to the Work performed by each Subcontractor and the size of each subcontract.

Contractor shall ensure that any professional engineer retained on its behalf to provide supplemental plans and engineering calculations required in conjunction with the Work, maintains professional liability insurance during the entire term of this Agreement. Such insurance shall be in the minimum amount of \$1,000,000 to protect City from claims resulting from the engineer(s) activities. This minimum amount of coverage shall not constitute any limitation or cap on Contractor's indemnification obligations set forth herein.

The City reserves the right to request certificates of insurance from the Contractor for each Subcontractor. The Contractor acknowledges that regardless of insurance obtained by its Subcontractors, the Contractor will be responsible to the City for any and all acts of its Subcontractors.

ARTICLE 10 - INDEMNITY/DUTY TO DEFEND

10.1 **Indemnity.** Except as to the sole negligence, active negligence or willful misconduct of the City, Contractor assumes liability for and agrees, at Contractor's sole cost and expense, to promptly and fully indemnify and hold the City, its City Council, and all of its respective officials, officers, directors, employees, managers, commission members, representatives, agents, council members, ("Indemnitees"), harmless from and against any and all loss, damage, claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceedings, causes of action, demands, costs, judgments, liens, stop notices, penalties, damages, losses, anticipated losses of revenue, expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), costs, including attorneys' fees, or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from or is in any way (either directly or indirectly) related to, or is in any manner connected with, the performance of Work, the Project, activities, operations or duties of Contractor, or anyone employed by or working under Contractor, and from all claims by anyone employed by or working under Contractor for services rendered to Contractor in the performance of this Agreement ("Indemnity Claims"), notwithstanding that the City may have benefited from their services. This indemnification provision shall apply to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of Contractor or of anyone employed by or working under Contractor.

The parties expressly agree that any payment, attorneys' fees, costs or expense that the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10.2 **Duty to Defend.** Contractor agrees, at its sole cost and expense, to promptly defend the Indemnitees from all Indemnity Claims. The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitees shall be at Contractor's sole expense, and not be excused because of Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively or concurrently negligent, or which otherwise assert that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. Contractor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.3 **Subcontractor Requirements.** In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's

Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Article.

10.4 No Limitation or Waiver of Rights. Contractor's obligations under this Article are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Article are separate and independent from the insurance provisions set forth in the Agreement and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.5 Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.6 Survival of Indemnity Obligations. Contractor's obligations under this Article are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

10.7 Independent Contractor. Contractor shall at all times during its performance of the Work retain its status as an independent contractor. Contractor's employees and agents shall under no circumstances be considered or held to be employees or agents of City and City shall have no obligation to pay or withhold state or federal taxes or provide workers' compensation or unemployment insurance for or on behalf of Contractor or its employees and agents.

ARTICLE 11 – PREVAILING WAGES

11.1 Public Work Project.

This Project is a public work as defined in California Labor Code Section 1720. Contractor and all Subcontractors of any tier are required to pay all workers employed in the execution of the Work not less than the general prevailing wage rates of per diem wages and overtime and holiday

wages determined by the Director of the Department of Industrial Relations (“DIR”) under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director’s determination of prevailing rates is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined and specified are referred to and made a part hereof as though fully set forth herein. Per Senate Bill 854 (2014), Contactor and subcontractors shall register with the Department of Industrial Relations (DIR) in order to bid and perform public works projects. Contractors and subcontractors on all public works projects shall submit electronic certified payrolls to the Labor Commissioner and City unless excused from this requirement.

11.2 **California Labor Code.** Contractor is aware of and stipulates that Contractor will also comply with the following sections of the California Labor Code:

- a. Section 1775 prescribing sanctions for failure to pay prevailing wage rates;
- b. Section 1776 requiring the making, keeping and disclosing of detailed payroll records and prescribing sanctions for failure to do so;
- c. Section 1777.5 prescribing the terms and conditions for employing registered apprentices;
- d. Section 1810 providing that eight hours of labor shall be a day’s work; and
- e. Section 1813 prescribing sanctions for violations of the provisions concerning eight-hour work days and forty-hour work weeks.
- f. Sections 1725.5 and 1771.1 requiring all general contractors and subcontractors to be registered with DIR. Registration can be accomplished through the DIR website by using this link: <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.

ARTICLE 12 – MISCELLANEOUS

12.1 **Non-Discrimination.** Except as provided in Section 12940 of the California Government Code, during Contractor’s performance of the Agreement, Contractor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, gender, gender identity, genetic information, gender expression, sex or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment. Contractor shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

12.2 **Notice.** Whenever any provision of the Contract Documents requires the giving of written notice, including notices, bills, invoices or other documents required or permitted under this Agreement, service shall be sufficient if sent by one party to the other by overnight courier, or by registered, certified or United States first class mail, postage prepaid and addressed as follows:

City

City of Riverside
Museum of Riverside
Attn: Ann Lovell
3900 Main Street
Riverside, CA 92522

Contractor

Commercial Scaffolding of California,
Inc. Attn: Erik Loarca
14928 S. Maple Avenue
Gardena, CA 90248

12.3 City's Right to Access and Audit Contractor's Project Documents.

A. If the Contractor submits a claim to the City for additional compensation, the City shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the Contractor's books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which the claim has been submitted. The right to audit shall include the right to inspect the Contractor's plant, or such parts thereof, as may be or have been engaged in the performance of the Work. The Contractor further agrees that the right to audit encompasses all subcontracts and is binding upon Subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the City deems desirable during the Contractor's normal business hours at the office of the Contractor. The Contractor shall make available to the City for auditing, all relevant accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the City.

B. The City and/or its authorized auditors or representatives, shall have access to and the right to examine, audit, excerpt, transcribe, and reproduce any of the Contractor's records for a period of at least three (3) years after termination of the Contract and/or Final Payment. Such records include without limitation, journals, ledgers, records of accounts payable and receivable, profit and loss statements, bank statements, invoices, receipts, subcontracts, agreements, notes, correspondence, memoranda, and any documents generated and received in Contractor's performance of this Contract. Upon written notice by the City, Contractor shall promptly make all such records available to Owner and/or its authorized auditors or representatives and cooperate with the Owner and its authorized auditors or representatives in examining, auditing, excerpting, transcribing and reproducing the records.

12.4 Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in the Superior Court in Riverside County, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.

12.5 No Estoppel or Waiver by City. No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically provided in this Agreement or as may be otherwise agreed in writing. The waiver by the City of any breach or violation of any term, covenant or condition of this Agreement or of any provision, ordinance, or law shall not be deemed to be a waiver of any other term, covenant,

condition, ordinance, or law or of any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance, or law. The subsequent payment of any monies or fee by the City which may become due hereunder shall not be deemed to be a waiver of any preceding breach or violation by Contractor or any term, covenant, condition of this Agreement or of any applicable law or ordinance.

12.6 **Signature Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Contractor each represent and warrant that they have the legal power, right and actual authority to bind Contractor to the terms and conditions hereof and thereof.


12.7 **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement and the remainder of the Agreement shall continue in full force and effect.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

CITY OF RIVERSIDE, a California and municipal corporation


By: 
City Manager

Attest: 
City Clerk


Certified as to Availability of Funds:


By: 
~~Asst~~ Chief Financial Officer

APPROVED AS TO FORM:

By: 
Susan Wilson
Assistant City Attorney

COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC., a California corporation

By: 
Jeremy Trask, Vice President
[Printed Name and Title]

By: 
Tim Trask, Secretary
[Printed Name and Title]

(Appropriate Certificate to be attached to Agreement for Construction)
CERTIFICATE
(if Corporation)

STATE OF)
) SS:
COUNTY OF)

I, HEREBY, CERTIFY that during a meeting of the Board of Directors of the _____, a corporation existing under the laws of the State of _____, held on _____, 2022, the following resolution was duly passed and adopted:

“RESOLVED, that _____, as _____ of the Corporation, be and is hereby authorized to execute the Agreement for _____ between the City of Riverside and this corporation and that his execution thereof and with the Corporate Seal affixed, shall be the official act and deed of this Corporation.”

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the corporation this _____, day of _____, 2022.

Secretary

(SEAL)

Exhibit "A"

WORKERS' COMPENSATION CERTIFICATION

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.

DATED: _____

COMMERCIAL SCAFFOLDING OF
CALIFORNIA, INC., a California
corporation

By  _____

Jeremy Trask, Vice President
Printed Name and Title



COMMERCIAL SCAFFOLDING of California INCORPORATED

14928 S. Maple Avenue, Gardena, CA 90248
O: (310) 324-7004 • F: (310) 324-7466 • CA License #: 835630 • DIR #: 1000001499

Scaffolding Lease Proposal

November 5, 2024

Customer: Museum of Riverside
Address: 3900 Main St.
Riverside, CA 92522
Phone: (951) 826-5962

Project: Riverside Harada House
Address: 3356 Lemon St.
Riverside, CA 92522
Plans Date:

Attention: Ann Levell
Email: alovell@riversideca.gov
Phone: (951) 315-1434

Scope of Work

Commercial Scaffolding of CA, Inc. (CSI) proposes to deliver, install and remove 60LF of 5' wide scaffold on each side of the home @ 30' high. Scaffold will be trussed across to create a roof enclosure. Scaffold will be tied down using cables with Concrete K-Rails. 12MIL shrinkwrap will be installed over scaffold structure to create a roof to create a cap. Shrinkwrap will come down the sides approximately 10'. (CSI) does not own concrete K-Rails, therefor will be subbed out for rental. Life span of shrink wrap is approximately 6 months, and will need to be redone and billed for each reinstallation of shrinkwrap.

Other Notes:

1. Scaffolding will be installed OSHA compliant, working levels fully planked with required **access ladders**.
2. Wall scaffolding will be secured to structure (typ. 'Bump & Tie' method or similar) and set at ± **12 in. from the finish wall** unless otherwise noted in this proposal.
3. Scaffolding is rated at a maximum load of **25lbs per square foot**.
4. **Pricing & Rental** includes delivery, assembly, access for the **duration(s) noted below**, tear down (upon customer's notification) and remove all scaffolding from job site. No credit will be given for unused rental days. **See below for pricing & breakdown.**
5. **OT Rental** - If scaffolding remains on the jobsite longer than duration(s) noted below, OT rate(s) per calendar day will be billed. **See below for rate(s).**
6. **Engineering** unless otherwise noted, has been excluded from pricing below.

PRICING & RENTAL				
Description	Price Per 1 - 365 Days	OT Daily Rental Rate	Acceptance	
BASE BID				
BASE BID - Scaffold & Shrinkwrap	\$ 26,924.00	\$ 45.00	YES	NO
BASE BID- K rail Rental & Installation	\$ 13,320.00	\$ 28.00	YES	NO
Base Bid Sub-Total	\$ 40,244.00	\$ 73.00		
ALTERNATE ADDS				
			YES	NO
Alternate/Add(s) Sub-Total	\$ -	\$ -		
TOTAL	\$ 40,244.00	\$ 73.00		



COMMERCIAL SCAFFOLDING of California INCORPORATED

14928 S. Maple Avenue, Gardena, CA 90248
O: (310) 324-7004 • F: (310) 324-7466 • CA License #: 835630 • DIR #: 1000001499

Full Toe-Boards: As part of the quoted cost above and to satisfy Cal-OSHA requirements, CSI will provide toe-boards over the designated entrance ways and exits as noted in the **Other Conditions** section of this proposal. However, some Contractors are requiring full toe-boards on the outboard side of the scaffold and again some on both outboard and inboard sides. **Unless otherwise noted, full toe boards are not included in base bid.**

Insurance:

~~General Liability Limits: \$1,000,000 Each Occurrence, \$1,000,000 Personal & Advertising Injury, \$2,000,000 General Aggregate.~~

~~Auto Liability: \$1,000,000 Combined Single Limit Each Accident.~~

~~Umbrella Limits: \$2,000,000 Each Occurrence, \$2,000,000 Aggregate Limit.~~

~~Blanket Endorsements for Additional Insured, Waiver of Subrogation, Primary and Non-Contributory Wording and Aggregate Limit per project will be provided at no additional cost based on written, signed contract requirements.~~

~~Scheduled Endorsements for Additional Insured, Waiver of Subrogation, and Primary and Non-Contributory Wording may incur additional cost. Any changes (additions / deletions / modifications) may incur an additional cost per revision.~~

~~**CSI CANNOT ISSUE SCHEDULED ENDORSEMENTS UNTIL A SUBCONTRACT OR SCAFFOLD LEASE PROPOSAL HAS BEEN SIGNED BY BOTH PARTIES WHICH ACKNOWLEDGES PROJECT SPECIFIC ENDORSEMENTS.**~~

~~For specific endorsements required see Addendum _____.~~

~~Upon receipt of signed contract CSI will provide contractor and owner with all certificates of insurance. All insurance will remain in force as long as CSI has employees and equipment on the job site.~~

~~**Indemnity and Duty to Defend:** To the fullest extent permitted by law, the Customer shall indemnify, defend (at Customer's sole cost and expense and with legal counsel approved by CSI, which approval shall not be unreasonably withheld), protect and hold harmless CSI, its representatives, officers, directors, shareholders, employees, consultants, agents, successors and assigns (an "Indemnified Party" or collectively the "Indemnified Parties") 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, judgments, fines, penalties, liabilities, costs and expenses (including without limitation, attorneys' fees, disbursement and courts costs, and all other professional, expert or consultants' fees and costs and CSI's general and administrative expenses) of every kind whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner relate (directly or indirectly) to Customer's use of the scaffolding after the scaffolding has been cleared for use and a sign that reads Scaffold Released for Access has been posted by CSI. Nothing herein shall be construed to require the Customer to indemnify the Indemnified Parties from any Claim arising from the negligence and/or willful misconduct of CSI.~~

~~THE DUTY TO DEFEND HEREUNDER IS WHOLLY INDEPENDENT AND SEPARATE FROM THE DUTY TO INDEMNIFY AND SUCH DUTY TO DEFEND EXISTS REGARDLESS OF ANY ULTIMATE LIABILITY OF CSI. SUCH DEFENSE OBLIGATION SHALL ARISE IMMEDIATELY UPON PRESENTATION OF A CLAIM BY ANY INDEMNIFIED PARTY AND WRITTEN NOTICE OF SUCH CLAIM BEING PROVIDED TO THE CUSTOMER. ADVANCE PAYMENT OF DEFENSE COSTS BY ANY INDEMNIFIED PARTY SHALL NOT BE A CONDITION PRECEDENT TO ENFORCING SUCH INDEMNIFIED PARTY'S RIGHTS TO INDEMNIFICATION HEREUNDER.~~

Other Conditions and Users/Contractors Responsibility:

Falling Object Protection: CSI includes toe-boards above exits and entrances only. All other areas are to be restricted, barricaded, or contained by the customer in such a way that no work will occur in areas where the falling object protection is not installed.

Tarps or Demo Screens: Unless otherwise noted in this proposal, installation of tarps or demo screens is not included in this proposed scaffold system. If CSI installs, the Customer installs or a third party installs tarps or demo screens, it is the responsibility of the customer to roll up the tarps at the end of each work day or if the wind reaches a sustained speed of 15 mph. The Customer is responsible for all damages that result from failure to roll up installed tarps in high wind conditions.



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Scaffold Use and Alterations: Upon completion of the scaffold system, CSI will install a green tag that releases the scaffold for access. Only then should the scaffold be accessed by non-CSI personnel. Once the scaffold is cleared for use, all responsibility of the scaffold system will have been transferred to the Customer under contract with CSI and CSI is to be Held Harmless. It is the responsibility of the Customer or Persons holding the contract with CSI to only permit persons, including other contractors, with a "Scaffold User Awareness" card on their person to access and work from the scaffold (Scaffold user awareness courses are available through CSI, the Scaffold Access Industry Association, and other private organizations). It is the Customer or user of the scaffoldings responsibility to inspect the system prior to each work shift. Customer should not permit any others except CSI employees to move or alter scaffold in any way. No planking, bracing, or guard rails are to be moved or removed. No ties or bumps are to be removed before the scaffold is in the dismantling stage and CSI employees are the only ones permitted to remove ties or bumps. Customer understands that they will be fully liable for any accident caused by the removal or improper replacement of scaffold system components. If the scaffolding has been altered, CSI should be contacted to inspect and repair the scaffolding and this will be billed to the customer as extra work and will not be considered part of the contract's scope of work.

Patching of Scaffold Ties: The Customer is responsible for any patch work to the building that may be required as a result of the scaffold ties.

Shoring, Bracing or Additional Structural Support: Any required shoring, bracing or additional supporting of the building structure is not included by CSI unless specifically identified as included in the Scope of Work. Any design analysis to verify the capacity of slabs, roofs, decks, or any other locations where CSI scaffolding is to be placed is not the responsibility of CSI. Analysis to verify capacity of structures to carry CSI equipment shall be performed by the Customer or Engineer of Record for the structure where CSI equipment will be placed. CSI will assist Customer or Engineer of Record in determination of scaffold loading so an analysis to supporting structure can be made.

Debris Left on Scaffolding: Prior to CSI dismantling of the scaffolding, it is the customers responsibility to make sure all deck levels are broom cleaned and free of any dirt, sand cement, scrap, or foreign material of any kind. Any sand, cement, dirt, etc. that comes off scaffolding during dismantle will be left as is. CSI will not be responsible for any clean up of material or debris left from other trades.

Parking and Access: Bid based on reasonable access to all elevations to be erected and dismantled, reasonable access is an elevation with drive up conditions. CSI should be able to work off the truck within 50' of scaffold locations. Customers shall provide parking for CSI employees and trucks.

~~**Disputes, Failure to Pay, and Late Payment Interest:** This contract was entered into at Gardena, CA in the County of Los Angeles. If the terms of any proposed subcontract and this proposal conflict, this proposal's terms shall govern. If suit is brought for non-payment for any part of the contract, the customer agrees to pay for all collection costs and all awarded attorney fees.~~

~~In the event that the sums called for are not paid according to the terms set forth in this contract, CSI shall have the right to suspend work and/or terminate this agreement. Any payment that is not promptly paid in accordance with this agreement shall accumulate interest at a rate of the maximum allowed by the State of California, 1.5 % per month (18% per year).~~

Extra Charges: Extra charges shall apply to any additional scaffold being needed on the job site that is not described in the proposals Scope of Work. Extra work charges shall be paid to CSI at a rate of **\$102/hour**, overtime charges are **\$135.00/hour**, double-time charges are **\$168.00/hour** plus any additional equipment used. Rates subject to increase (10% max) based upon Union Wage increases. Dry-run charges will be billed out by the hour. Customer agrees and will be charged for any and all scaffold equipment that is stolen or missing from the job site while in the customer's possession.

Acceptance: CSI requires a minimum of **48-hour notice** prior to the erection or the dismantling of scaffolding of any job.

All notices require the verbal confirmation by CSI office employee.

This agreement shall be accepted by an owner, officer, or manager authorized to enter into legal contracts.



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If work has commenced prior to receiving this signed contract back from our customer, all the terms herein shall be deemed acceptable. This proposal must be agreed to, executed, and faxed back to CSI within 45 days of submission as evidenced by the date of this contract. If not received back within 45 days the bid becomes void and will require a new proposal from the CSI estimating department.

Terms: Net 30 Days from date of invoice on approved credit. Credit checks will be required for new customers.

Billing Terms: 70% of the contract upon erection, remaining 30% upon tear down, & all other charges to be billed monthly.

Union Labor: YES Prevailing Wage: YES

If you should have any questions, please don't hesitate to call.

November 5, 2024

Erik Loarca

Date

Estimator

c - (310) 704 - 2397 | ErikL@csiscaffold.com

To accept all terms and conditions please sign and date below, fax back to CSI and schedule job for erection.

Accepted By

Date

Printed Name

Job/PO #: _____

Certified Payroll: Yes _____ No _____

OCIP/CCIP/UCIP: Yes _____ No _____

PERFORMANCE BOND

Bond No. 101261691
Bid No. N/A
Premium: \$580.00

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2025, the CITY OF RIVERSIDE (“CITY”) awarded to COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC., a California corporation, 14928 S. Maple Avenue, Gardena, CA 90248; State Contractor’s License No. 835630 (“PRINCIPAL”) a contract for performance of the work described as Scaffolding on Riverside Harada House; and in Bid No. N/A; (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond (“BOND”) to guarantee PRINCIPAL’s faithful performance of all provisions of the CONTRACT; and

WHEREAS, Merchants Bonding Company (Mutual) (“SURETY”), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of Forty Thousand Two Hundred Forty Four Dollars (\$40,244), for which payment well and truly to be made to CITY or CITY’s successors or assigns we hereby bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s heirs, legal representatives, successors or assigns shall in all things stand to, abide by, and well and truly keep and faithfully perform all of the covenants, conditions and promises in the CONTRACT, including its work Guaranty, and all alterations thereof made as therein provided on PRINCIPAL’s part to be kept and performed at the time and in the manner specified therein, and in all respects according to their true intent and meaning, and shall indemnify and save harmless CITY and CITY’s officers, employees and agents as therein specified, then this obligation shall become null and void; otherwise, it shall be and remain in full force and binding effect.

SURETY hereby agrees that no change in the terms of the CONTRACT or the work to be performed thereunder, or any extension of time for completion thereof, shall in any way relieve it of its obligations under this BOND, and hereby waives notice of any change or extension thereof, and further waives the provisions of California Civil Code sections 2819 and 2845.

///
///
///

IN WITNESS WHEREOF, we sign and seal this BOND on January 10, _____, 2025.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306-3498

Telephone No. (800) 678-8171

NAME: COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC., a California corporation

Principal

By: Charles Hilscheck (Seal)

Charles Hilscheck / President

Typed Name and Title

Merchants Bonding Company (Mutual)

Surety

Kischa Rushing (Seal)

Attorney-In-Fact

Kischa Rushing, Attorney-In-Fact

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

Rev: February 6, 2018

APPROVED AS TO FORM:

BY: Susan Wilson

ASSISTANT CITY ATTORNEY

STATE OF ARIZONA)

COUNTY OF MARICOPA)

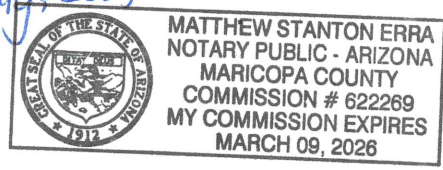
On this 10th day of January, 2025, before me, Matthew Stanton Erra, the undersigned Notary Public, in and for the State of Arizona personally appeared Kischa Rushing, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the written instrument as Attorney-in-Fact on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

Given under my hand and the Notary Seal this 10th day of January, 2025

My commission Expires: March 9th, 2026



Notary Public



MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Andrea Krahn; Benjamin A Greer; Carl N Carter; Chris Johnston; Doris R Van Leeuwen; Jessika Gulliver; Jorge Luis Mendez; Kischia Rushing; Linda M Hurst

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 22nd day of April, 2020.

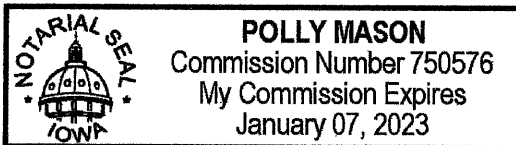


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of April, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January, 2025.



William Warner Jr.
Secretary

PAYMENT BOND

Bond No. 101261691
Bid No. N/A
Premium: \$580.00

KNOW ALL PERSONS BY THESE PRESENTS THAT:

WHEREAS, on _____, 2025, the CITY OF RIVERSIDE (“CITY”) awarded to COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC., a California corporation, 14928 S. Maple Avenue, Gardena, CA 90248; State Contractor’s License No. 835630 (“PRINCIPAL”) a contract for performance of the work described as Scaffolding on Riverside Harada House; and in Bid No. N/A; (“CONTRACT”), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, the CONTRACT requires PRINCIPAL to furnish this Performance Bond (“BOND”) to guarantee PRINCIPAL’s faithful performance of all provisions of the CONTRACT; and

WHEREAS, Merchants Bonding Company (Mutual) (“SURETY”), a corporation legally authorized to execute and furnish performance bonds as sole surety in the State of California, is willing to act as PRINCIPAL’s SURETY in the making and giving of this BOND.

NOW, THEREFORE, we PRINCIPAL and SURETY hereby hold and firmly bind ourselves to pay to CITY in lawful United States currency the principal sum of Forty Thousand Two Hundred Forty Four Dollars (\$40,244), or which payment well and truly to be made we bind ourselves and our heirs, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS BOND IS THAT IF PRINCIPAL or PRINCIPAL’s successors, assigns, or subcontractors fail to pay any of the persons described in California Civil Code section 9100, any amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the CONTRACT or any amounts required to be deducted, withheld and paid over to the California Employment Development Department from the wages of employees of PRINCIPAL and PRINCIPAL’s subcontractors pursuant to California Unemployment Insurance Code section 13020 with respect to such work and labor, SURETY will pay for the same in an amount not exceeding the sum stated above, plus all costs and reasonable attorney’s fees awarded by any court of competent jurisdiction in any lawsuit brought upon this BOND.

THIS BOND SHALL INURE TO the benefit of all persons and entities described in California Civil Code section 9554(b) so as to give them or their assigns a right of action in any lawsuit brought upon this BOND, and is executed and filed to comply with the Public Works Payment Bond provisions of Chapter 5, Title 3, Part 6, Division 4 of the California Civil Code (commencing at Section 9550) and all amendments thereto, which provisions are incorporated herein by this reference.

///

IN WITNESS WHEREOF, we sign and seal this BOND on January 10, , 2025.

Correspondence or claims relating to this BOND should be sent to SURETY at the following address:

Merchants Bonding Company (Mutual)

P.O. Box 14498

Des Moines, IA 50306-3498

Telephone No. (800) 678-8171

NAME: COMMERCIAL SCAFFOLDING OF CALIFORNIA, INC., a California corporation

Principal

By: Charles S Hilsabeck (Seal)

Charles Hilsabeck / President
Typed Name and Title

Merchants Bonding Company (Mutual)

Surety
Kischa Rushing (Seal)

Attorney-In-Fact

Kischa Rushing, Attorney-In-Fact

Typed Name and Title

Note: Signatures of those executing for SURETY must be acknowledged, and a Power of Attorney attached.

APPROVED AS TO FORM:

BY: Susan Wilson

ASSISTANT CITY ATTORNEY

STATE OF ARIZONA)

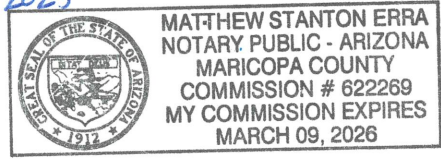
COUNTY OF MARICOPA)

On this 10th day of January, 2025, before me, Matthew Stanton Erra, the undersigned Notary Public, in and for the State of Arizona personally appeared Kisha Rushing, personally known to me (or proven to me on the basis of satisfactory evidence) to be the person who executed the written instrument as Attorney-in-Fact on behalf of the Corporation therein named and acknowledged to me that the Corporation executed it.

Given under my hand and the Notary Seal this 10th day of January, 2025

My commission Expires: March 9th, 2026


Notary Public



MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Andrea Krahn; Benjamin A Greer; Carl N Carter; Chris Johnston; Doris R Van Leeuwen; Jessika Gulliver; Jorge Luis Mendez; Kischa Rushing;
Linda M Hurst

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

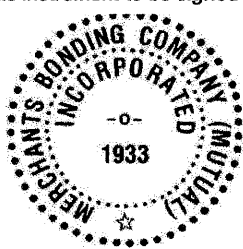
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

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In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

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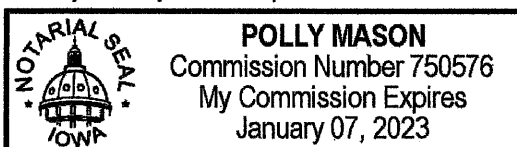
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 22nd day of April 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

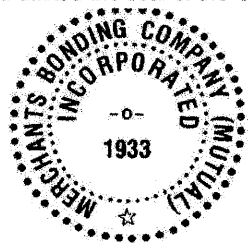


Polly Mason
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 10th day of January, 2025.



William Warner Jr.
Secretary