

**SECTION 00520**  
**AGREEMENT**  
**BETWEEN OWNER AND CONTRACTOR**  
**FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Christian Valley Park Community Service District ("Owner") and Paso Robles Tank, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The work generally involves furnishing of labor, equipment and materials necessary to construction project ready for operation. The Project includes, but is not limited to the following: Site working including clearing, grubbing, tree removal, demolition, landscaping, grading, construction of two (2) 750,000 gallon steel tanks, site piping, supervisory control and data acquisition (SCADA) upgrades at tank site and water treatment plant, replacement of filter feed pumps at water treatment plant site including electrical and control systems, stormwater system and site piping including tie-ins to existing pipelines. Phasing of the steel tank construction/existing reservoir demolition and filter feed pump and controls will be necessary and critical to system operation.

**ARTICLE 3 – ENGINEER**

3.01 The part of the Project that pertains to the Work has been designed by Hydros Engineering, Inc.

3.02 The Owner has retained Hydros Engineering, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

## ARTICLE 4 – CONTRACT TIMES

### 4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

### 4.02 Contract Times: Days

- A. The Work will be substantially completed within 460 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 500 days after the date when the Contract Times commence to run.
- B. Parts of the Work shall be substantially completed on or before the following Milestone(s):
  - 1. Milestone 1 - Tank 1 - Filter feed pumps/plant electrical and SCADA/controls completed to the extent to provide limited remote monitoring, alarm/shut down and operate plant in a reliable manner. Site piping and interconnections for pump station (at reservoir site) must be complete prior to demo of existing reservoir - November 15<sup>th</sup>, 2020.
  - 2. Milestone 2 - Tank 2 - Complete and in-service May 31<sup>st</sup>, 2021. Full functionality of SCADA system.

### 4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
  - 1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
  - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$250 for each day that expires after such time until the Work is completed and ready for final payment.
  - 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4. Milestones: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestones 1 & 2, until each one is achieved.

#### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

#### ARTICLE 6 – PAYMENT PROCEDURES

- 6.01 *Submittal and Processing of Payments*
  - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 *Progress Payments; Retainage*
  - A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 20th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
    1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
      - a. 95 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
      - b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

**ARTICLE 7 – INTEREST**

- 7.01 All amounts not paid when due shall bear interest at the rate of 10 percent per annum.

**ARTICLE 8 – CONTRACTOR’S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
  - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 Contents

- A. The Contract Documents consist of the following:
  - 1. This Agreement (pages 1 to 8, inclusive).
  - 2. Performance bond (pages \_\_\_ to \_\_\_, inclusive).
  - 3. Payment bond (pages \_\_\_ to \_\_\_, inclusive).
  - 4. General Conditions (pages 1 to 68, inclusive).
  - 5. Supplementary Conditions (pages 1 to 15, inclusive).
  - 6. Engineer's Special Provisions (pages 1 to 4, inclusive).
  - 7. American Iron and Steel Requirements (pages 1 to 8, inclusive).
  - 8. Specifications as listed in the table of contents of the Project Manual.
  - 9. Drawings consisting of 75 sheets with each sheet bearing the following general title: **Storage Reservoir Replacement Project.**
  - 10. Addenda (numbers 1 to 2, inclusive).
  - 11. Exhibits to this Agreement (enumerated as follows):
    - a. Contractor's Bid (pages 1 to 113, inclusive).
  - 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.

- B. There are no Contract Documents other than those listed above in this Article 9.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of

Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**10.06 Other Provisions**

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

**ARTICLE 5 - BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Item No.	Description	Unit	Est Quantity	Amount
1	Mobilization, Bonds and Insurance.	LS	1	\$ 64,000 <sup>00</sup>
2	Demobilization.	LS	1	\$ 20,000 <sup>00</sup>
3	Sheeting and Shoring: Sheeting, Shoring and Bracing, or equivalent method for the protection of life and limb in trenches and open excavations in conformance with all applicable safety orders.	LS	1	\$ 3,850 <sup>00</sup>
4	Demolition.	LS	1	\$ 143,000 <sup>00</sup>
5	Clearing and grubbing including tree and debris removal.	LS	1	\$ 55,000 <sup>00</sup>
6	Sitework – Tank 1 – Including grading, base rock, paving, fencing, etc.	LS	1	\$ 132,000 <sup>00</sup>
7	Sitework – Tank 2 - Including grading, base rock, paving, fencing, etc.	LS	1	\$ 281,600 <sup>00</sup>
8	Two 750,000 gallon steel storage tanks – varying sizes as noted in contract documents.	LS	1	\$ 1,354,976 <sup>00</sup>
9	Site piping.	LS	1	\$ <del>281,600</del> <sup>330,000</sup> <del>281,600</del> <sup>330,000</sup> <del>281,600</del> <sup>330,000</sup>
10	Filter feed pumps (total of three) including mechanical/electrical.	LS	1	\$ 275,000 <sup>00</sup>
11	Filter building meters (total of three) and associated piping modifications.	LS	1	\$ 275,000 <sup>00</sup>
12	Electrical/Instrumentation and SCADA upgrade.	LS	1	\$ 511,240 <sup>00</sup>
13	Landscaping including planting and irrigation system.	LS	1	\$ 104,500 <sup>00</sup>
14	Miscellaneous work not included in items 1-13.	LS	1	\$ 47,000 <sup>00</sup>
	<b>TOTAL BASE BID AMOUNT (IN FIGURES)</b> Sum of all contract services including bid items 1-14.	LS	1	\$ 3,349,666 <sup>00</sup>
	<b>TOTAL BASE BID AMOUNT</b> <i>Three million, three hundred forty nine thousand six hundred sixty six and <sup>no</sup>/<sub>100</sub></i> <b>(IN WORDS)</b>			\$



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 5.7.2020 (which is the Effective Date of the Contract).

OWNER:

Christian Valley Park, CSD

By: [Signature]

Title: Board President

Attest: Don S. Ellis

Title: General Manager

Address for giving notices:

P.O. Box 6857  
Auburn, CA 95604

CONTRACTOR:

Paso Robles Tank, Inc.

By: [Signature]

Title: Shane P. Wombles, President

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: [Signature]

Title: Shane P. Wombles, Secretary

Address for giving notices:

P.O. Box 2810, Hemet, CA 92546

California  
Contractor's  
License No.: 784971

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*\* Attached on following page*

{00123415.1}

EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved. Page 8 of 8

January 2020  
Bid Set

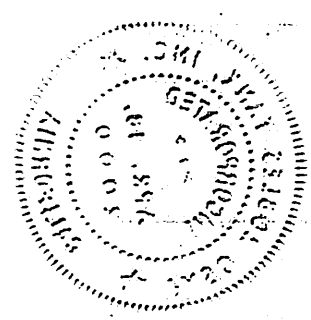
00520-8

CVPCSD Reservoir Replacement Project  
CVPC17-001

... ..

... ..  
... ..  
... ..  
... ..  
... ..

... ..  
... ..  
... ..  
... ..  
... ..



... ..  
... ..  
... ..

... ..  
... ..  
... ..

... ..  
... ..  
... ..

SAFETY + QUALITY + PRODUCTION



www.PasoRoblesTank.com



Heavy Industrial Shop Fabrication & Field Erection

**PASO ROBLES TANK, INC**

*"A wholly-owned subsidiary of Associated Construction & Engineering, Inc"*

*Operating Throughout North America with Locations in...*

**HEMET, CA**

3883 Wentworth Dr, Bldg A  
Hemet, CA 92545  
Ph: 951-925-5022  
Fax: 951-925-6822

**PASO ROBLES, CA**

825 26th Street  
Paso Robles, CA 93446  
Ph: 805-227-1641  
Fax: 805-238-9654

**SPARKS, NV**

775 E Glendale Ave  
Sparks, NV 89431  
Ph: 775-525-2862  
Fax: 775-525-2866

## CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Shane P. Wombles, do hereby certify that I am the duly-elected and acting Secretary and President of Paso Robles Tank, Inc., a California Corporation, and that as such officer, I am duly authorized to make this certification on behalf of that corporation.

I further certify that by consent in lieu of a meeting dated March 18, 2019, as authorized by California law, the Board of Directors of said corporation adopted the following resolution in accordance with the By Laws of said corporation.

"RESOLVED, that any Paso Robles Tank Inc., Business Development Manager or Manager of Sales heretofore or hereafter employed in that capacity by Paso Robles Tank, Inc. or any other person as may from time to time be designated by the President is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to execute other documents required in connection therewith, on behalf of Paso Robles Tank, Inc."

I further certify that the foregoing resolution is in full force and effect that Shawn P. Owens, Shane P. Wombles and Lawrence G. Wombles are duly designated and authorized Business Development Manager and have the authority to act on behalf of Paso Robles Tank, Inc.

This certificate shall remain in full force and effect unless and until written notice of revocation has been received by the person relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Paso Robles Tank, Inc., March 18, 2019.

A handwritten signature in black ink, appearing to read "Shane P. Wombles", written over a horizontal line.

**SHANE P. WOMBLES**  
**CORPORATE SECRETARY/PRESIDENT**



# ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On May 14, 2020 before me, C Johnson, Notary Public,  
(Here insert name and title of the officer)

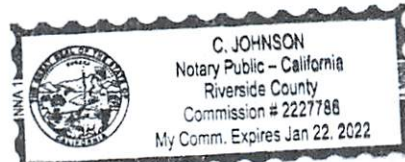
personally appeared Shane P. Wombles,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Agreement - Reservoir Replacement Prj.

(Title or description of attached document)

Christian Valley Park CSD

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 5.14.2020

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President/Secretary  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

**CERTIFICATE OF OWNER'S ATTORNEY**

Owner's Name: Christian Valley Park Community Services District

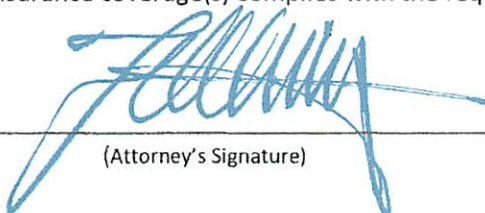
Contractor's Name: Paso Robles Tank, Inc.

Contract Work Description: CVPCSD Reservoir Replacement Project

Contract Date: May 7, 2020

I, the undersigned, Joshua M. Horowitz the duly authorized  
and acting legal representative of Christian Valley Park Community Services District,  
do hereby certify as follows:

I have examined the attached Contract(s) and performance and payment bond(s) and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements is adequate and has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions, and provisions thereof. I also am of the opinion that the Contractor's insurance coverage(s) complies with the requirements of the Contract.

  
\_\_\_\_\_  
(Attorney's Signature)

DATE: May 19, 2020

## AGENCY CONCURRENCE

OWNER Name: Christian Valley Park Community Services District

CONTRACTOR Name: Paso Robles Tank, Inc.

CONTRACT Work Description: Replace existing reservoir with steel tanks and associated  
site improvements.

CONTRACT Date: 5/19/2020

This CONTRACT shall not be effective for USDA funding unless and until concurred with by a delegated representative of USDA Rural Development in accordance with the Letter of Conditions for this project.

As lender and/or grantor of funds to OWNER to defray the costs of this CONTRACT, and not a party to this contract and without liability for any payments thereunder, USDA Rural Development hereby concurs in the form, content, and execution of this CONTRACT.

**United States Department of Agriculture Rural  
Development**

BY: *Michael Starinsky*

DATE: 5/22/2020

TITLE: MICHAEL STARINSKY, P.E.  
State Engineer  
USDA Rural Development

**END OF SECTION**

{00123415.1} EJCDC® C-520 (Rev. 1), Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).  
Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved. Page 1 of 1

January 2020  
Bid Set

00520-10

CVPCSD Reservoir Replacement Project  
CVPC17-001

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

Executed in two original counterparts.  
Premium: \$20,963.00

**SECTION 00610**  
**PERFORMANCE BOND**

**CONTRACTOR** (name and address):

Paso Robles Tank, Inc.  
825 26th Street  
Paso Robles, CA 93446

**SURETY** (name and address of principal place of business):

Argonaut Insurance Company  
P.O. Box 469011  
San Antonio, TX 78246

**OWNER** (name and address):

Christian Valley Park Community Service District  
P.O. Box 6857, Auburn, CA 95604

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: May 7, 2020

Amount: Three Million Three Hundred Forty-Nine Thousand Six Hundred Sixty-Six and 00/100 (\$3,349,666.00)

Description (name and location): Reservoir Replacement Project, 5174 Westridge Circle, Auburn, CA

**BOND**

Bond Number: SUR0057367

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 7, 2020

Amount: Three Million Three Hundred Forty-Nine Thousand Six Hundred Sixty-Six and 00/100 (\$3,349,666.00)

Modifications to this Bond Form:  None  See Paragraph 16

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Paso Robles Tank, Inc. \_\_\_\_\_ (seal)  
Contractor's Name and Corporate Seal

Argonaut Insurance Company \_\_\_\_\_ (seal)  
Surety's Name and Corporate Seal

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

By:  \_\_\_\_\_  
Signature (attach power of attorney)

Shane P. Wombles  
Print Name

Michael D. Stong  
Print Name

President  
Title

Attorney-In-Fact  
Title

Attest:  \_\_\_\_\_  
Signature

Attest: \_\_\_\_\_  
Signature

Shane P. Wombles, Secretary  
Title

\_\_\_\_\_  
Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.





SAFETY + QUALITY = PRODUCTION



www.PasoRoblesTank.com



Heavy Industrial Shop Fabrication & Field Erection

**PASO ROBLES TANK, INC**

*"A wholly-owned subsidiary of Associated Construction & Engineering, Inc"*

*Operating Throughout North America with Locations in...*

**HEMET, CA**

3883 Wentworth Dr, Bldg A  
Hemet, CA 92545  
Ph: 951-925-5022  
Fax: 951-925-6822

**PASO ROBLES, CA**

825 26th Street  
Paso Robles, CA 93446  
Ph: 805-227-1641  
Fax: 805-238-9654

**SPARKS, NV**

775 E Glendale Ave  
Sparks, NV 89431  
Ph: 775-525-2862  
Fax: 775-525-2866

## CERTIFICATION OF RESOLUTION AND AUTHORITY

I, Shane P. Wombles, do hereby certify that I am the duly-elected and acting Secretary and President of Paso Robles Tank, Inc., a California Corporation, and that as such officer, I am duly authorized to make this certification on behalf of that corporation.

I further certify that by consent in lieu of a meeting dated March 18, 2019, as authorized by California law, the Board of Directors of said corporation adopted the following resolution in accordance with the By Laws of said corporation.

"RESOLVED, that any Paso Robles Tank Inc., Business Development Manager or Manager of Sales heretofore or hereafter employed in that capacity by Paso Robles Tank, Inc. or any other person as may from time to time be designated by the President is authorized to make bids, prepare quotations and submit and receive proposals for contracts; to negotiate and sign contracts and other agreements, bid bonds, performance bonds, and other related documents; and to execute other documents required in connection therewith, on behalf of Paso Robles Tank, Inc."

I further certify that the foregoing resolution is in full force and effect that Shawn P. Owens, Shane P. Wombles and Lawrence G. Wombles are duly designated and authorized Business Development Manager and have the authority to act on behalf of Paso Robles Tank, Inc.

This certificate shall remain in full force and effect unless and until written notice of revocation has been received by the person relying on this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of Paso Robles Tank, Inc., March 18, 2019.

A handwritten signature in black ink, appearing to read "Shane P. Wombles".

**SHANE P. WOMBLES**  
**CORPORATE SECRETARY/PRESIDENT**



# ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On May 14, 2020 before me, C Johnson, Notary Public,  
(Here insert name and title of the officer)

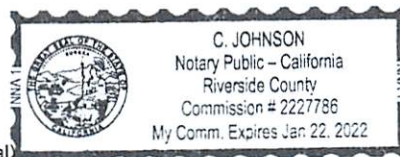
personally appeared Shane P. Wombles,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in (his) her/their authorized capacity(ies), and that by (his) her/their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

\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond - SUR0057367

(Title or description of attached document)

Christian Valley Park CSD

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 5.7.2020

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President/Secretary  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## 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 Riverside )

On May 7, 2020 before me, R. Nappi, Notary Public  
(insert name and title of the officer)

personally appeared Michael D. Stong,  
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 R. Nappi (Seal)

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be

secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

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

11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

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

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages

to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

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

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

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

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

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

16. Modifications to this Bond are as follows:

**END OF SECTION**

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. SUR0057367

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Daniel Huckabay, Shaunna Rozelle Ostrom, Arturo Ayala, Frank Morones, Michael D. Stong, Ben Stong

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of May, 2020.



*James Bluzard*

James Bluzard, Vice President-Surety

**SECTION 00615**

**PAYMENT BOND**

CONTRACTOR (name and address):

Paso Robles Tank, Inc.  
825 26th Street  
Paso Robles, CA 93446

SURETY (name and address of principal place of business):

Argonaut Insurance Company  
P.O. Box 469011  
San Antonio, TX 78246

OWNER (name and address): Christian Valley Park Community Service District, P.O. Box 6857, Auburn CA 95604

**CONSTRUCTION CONTRACT**

Effective Date of the Agreement: May 7, 2020

Amount: Three Million Three Hundred Forty-Nine Thousand Six Hundred Sixty-Six and 00/100 (\$3,349,666.00)

Description (name and location): Reservoir Replacement Project, 5174 Westridge Circle, Auburn, CA

**BOND**

Bond Number: SUR0057367

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): May 7, 2020

Amount: Three Million Three Hundred Forty-Nine Thousand Six Hundred Sixty-Six and 00/100 (\$3,349,666.00)

Modifications to this Bond Form:  None  See Paragraph 18

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Paso Robles Tank, Inc. \_\_\_\_\_ (seal)

Contractor's Name and Corporate Seal

By: Share P. Womble  
Signature

President

Print Name

Title

Attest: Share P. Womble  
Signature

Argonaut Insurance Company \_\_\_\_\_ (seal)

Surety's Name and Corporate Seal

By: Michael D. Stong  
Signature (attach power of attorney)

Michael D. Stong

Print Name

Attorney-In-Fact

Title

Attest: \_\_\_\_\_  
Signature

EJCDC® C-615, Payment Bond

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved. 1 of 4

Handwritten text at the top of the page, possibly a header or address.

Second line of handwritten text.

Third line of handwritten text.

Fourth line of handwritten text.

Fifth line of handwritten text.

Sixth line of handwritten text.

Seventh line of handwritten text.

Eighth line of handwritten text.

Ninth line of handwritten text.

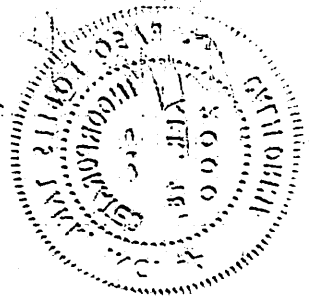
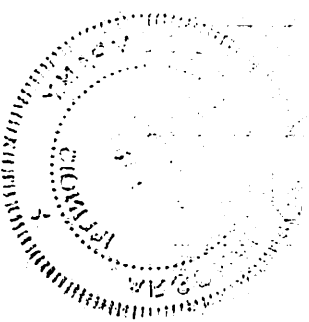
Tenth line of handwritten text.

Eleventh line of handwritten text.

Twelfth line of handwritten text.

Thirteenth line of handwritten text.

Fourteenth line of handwritten text.



Handwritten signature or name in the middle of the page.

Handwritten signature or name at the bottom of the page.



# ALL- PURPOSE CERTIFICATE OF 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 Riverside }

On May 14, 2020 before me, C Johnson, Notary Public,  
(Here insert name and title of the officer)

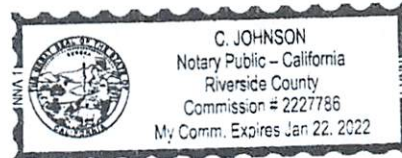
personally appeared Shane P. Wombles,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose  
name(s) (s) are subscribed to the within instrument and acknowledged to me that  
he executed the same in his authorized capacity(ies), and that by  
his signature(s) on the instrument 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.

\_\_\_\_\_  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond - SUR0057367

(Title or description of attached document)

Christian Valley Park CSD

(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date 5.7.2020

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President/Secretary  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

## 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 Riverside )

On May 7, 2020 before me, R. Nappi, Notary Public  
(insert name and title of the officer)

personally appeared Michael D. Stong,  
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 R. Nappi (Seal)

---

Title

---

Title

The address or addresses at which the principal and surety(ies) may be served with notices, papers and other documents under the California Bond and Undertaking Law (Code of Civil Procedure section 995.010 et seq.) is the following:

---

Principal Paso Robles Tank, Inc., 825 26th Street, Paso Robles, CA 93446

---

---

Surety Argonaut Insurance Company, 225 W. Washington St., 24th Floor, Chicago, IL 60606

---

**Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers; (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable; (3) The date of this bond must not be prior to date of Contract; and (4) If Contractor is a partnership, all partners should execute bond.**

---

EJCDC® C-615, Payment Bond

Copyright © 2013 National Society of Professional Engineers, American Council of Engineering Companies,  
and American Society of Civil Engineers. All rights reserved. 2 of 4

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
  - 5.1 Claimants who do not have a direct contract with the Contractor,
    - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
    - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
  - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
  - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
  - 7.2 Pay or arrange for payment of any undisputed amounts.
  - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**

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

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

8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

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

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

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

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

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

18. Modifications to this Bond are as follows:

**In accordance with applicable California laws and regulations, if the Contractor, or its heirs, executors, administrators, successors, assigns or subcontractors shall fail to pay for any materials, provisions, provender or other supplies or items, implements or machinery used in, upon, for or about the performance of the work contracted to be done, or shall fail to pay for any work or labor thereon of any kind, or shall fail to pay any of the persons named in Civil Code Section 9100, or shall fail to pay for amounts due under the Unemployment Insurance Code with respect to such**

work or labor as required by the provisions of Division 4, Part 6 of the Civil Code, or shall fail to pay for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work or labor, and provided that the claimant shall have complied with the provisions of that Code, the Surety or Sureties hereon will pay for the same in amount not exceeding the sum specified in the Contract, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to the prevailing party to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or to their assigns in any suit brought upon this bond. And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

Bond No. SUR0057367

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Daniel Huckabay, Shauna Rozelle Ostrom, Arturo Ayala, Frank Morones, Michael D. Stong, Ben Stong

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$85,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.



Argonaut Insurance Company

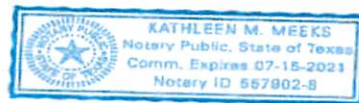
by: \_\_\_\_\_

Joshua C. Betz, Senior Vice President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 7th day of May, 2020.



James Bluzard, Vice President-Surety



ASSOCON-01

IRMAJ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/7/2020

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).

<b>PRODUCER</b> License # 0M63276 <b>Hardy Insurance Services, Inc.</b> 2911 Bonita Avenue, Suite #A La Verne, CA 91750	<b>CONTACT</b> Lisa Perrault, CISR <b>NAME:</b> <b>PHONE</b> (A/C, No, Ext): (909) 593-7776 7907 <b>FAX</b> (A/C, No): (909) 593-5477 <b>E-MAIL</b> Address: lperrault@hardyirm.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> <b>INSURER A:</b> Crum & Forster Specialty Insurance Company <b>44520</b> <b>INSURER B:</b> Starr Indemnity & Liability Company <b>38318</b> <b>INSURER C:</b> Ategrity Specialty Insurance Company <b>16427</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
<b>INSURED</b>  <b>Paso Robles Tank, Inc.</b> PO Box 2810 Hemet, CA 92646		

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	EPK-128515	11/1/2019	11/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			SISIPCA08360419	11/1/2019	11/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EFX-113596	11/1/2019	11/1/2020	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) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	1000001891	11/1/2019	11/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	EXC LIAB - 2ND LAYER			01-B-XL-P00000016-1	11/1/2019	11/1/2020	Per OCC/AGG 6,000,000
A	Pollution Liability*			EPK-128515	11/1/2019	11/1/2020	Per OCC 1,000,000

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

\*Pollution Liability - \$2,000,000 AGG Limit applies

\*\*Professional Liability included at \$1,000,000 each Claim/\$2,000,000 AGG under same policy # as the General Liability and the Pollution Liability with Crum & Forster Specialty Ins. Co.  
 Both Excess Liability policies are Following Form thus the Additional Insured and Waiver of Subrogation provisions of the underlying primary CGL & CPL policy applies.

NOTE #1: Excess Liability - 1st Layer Policy provides \$10M OCC/AGG Limit excess over CGL, CPL, PL, WC/EL coverages and \$5M Limit cap excess over AUTO LIAB coverage.

SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Christian Valley Park Community Service District  
 P. O. Box 6857  
 Auburn, CA 95604

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

*[Signature]*





**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Hardy Insurance Services, Inc.</b>		License # 0M63276	NAMED INSURED Paso Robles Tank, Inc. PO Box 2810 Hemet, CA 92546
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

**Description of Operations/Locations/Vehicles:**

**NOTE #2: Excess Liability - 2nd Layer provides additional \$6M OCC/AGG Limit excess over CGL & WC/EL exposures only.**

**Re: CVP Reservoir replacement Demolition of the existing 1.5 MG storage reservoir and replacement with two steel storage tanks. Christian Valley Park Community Service District, its officers, officials, employees, agents and volunteers are included as additional insured per EN0111-0211.**

**Primary wording & G/L waiver of subrogation applies per EN0118-0211.**

**W/C waiver of subrogation applies per WC040306 (04/84).**

**\*30 days' notice of cancellation except 10 days' notice of cancellation for nonpayment of premium.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) or Organization(s)**

Where Required by Written Contract

**SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but only with respect to liability caused, in whole or in part, by “your work” for that insured which is performed by you or by those acting on your behalf.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED  
WITH WAIVER OF SUBROGATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
ERRORS AND OMISSIONS LIABILITY COVERAGE PART  
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

**SCHEDULE**

<b>Name of Additional Insured Person(s) or Organization(s)</b>
Where Required by Written Contract

- A. **SECTION III – WHO IS AN INSURED** within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to “claims” caused in whole or in part, by “your work” for that person or organization performed by you, or by those acting on your behalf.  
This insurance shall be primary and non-contributory, but only in the event of a named insured’s sole negligence.
- B. We waive any right of recovery we may have against the person(s) or organization(s) indicated in the Schedule shown above because of payments we make for “damages” arising out of “your work” performed under a designated project or contract with that person(s) or organization(s).
- C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any “claim” to which the coverage afforded by this Endorsement applies.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

---

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Insured: Paso Robles Tank

Insurance Company: Starr Indemnity & Liability Company