

CONSTRUCTION SERVICES AGREEMENT

This Construction Services Agreement is entered into as of July 08, 2019, by and between the Perris Union High School District ("District"), a California public school district, and *Asbestos Instant Response, Inc.* ("Contractor"), a Corporation. In consideration of their respective rights and obligations pursuant to this Construction Services Agreement, the District and the Contractor agree as follows:

Section 1. Project. This Construction Services Agreement applies to the following Project:
Bid No. 062619 – California Military Institute – Demo of Building Q

Section 2. Scope of Work. The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").

Section 3. Component Parts of the Contract. This Construction Services Agreement is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

- (i) Notice Inviting Bids;
- (ii) Instructions For Bidders;
- (iii) All completed and executed Required Bidding Forms, excluding the Bid Label and the Bid Bond;
- (iv) All completed and executed Required Contract Forms;
- (v) All completed and executed Required Project Forms;
- (vi) The Construction Services Agreement;
- (vii) The General Provisions;
- (viii) The Special Provisions;
- (ix) The Supplementary Special Provisions
(only if an OCIP is made applicable pursuant to Section 11 of the Special Provisions);
- (x) All Specifications;
- (xi) All Drawings;
- (xii) Addenda Nos. 1 & 2;
- (xiii) The Master Construction Schedule;
- (xiv) The Notice to Proceed;
- (xv) All issued Architect Field Directives;
- (xvi) All issued Construction Change Directives; and
- (xvii) All completed and executed Change Orders.

Section 4. Contract Time. The Contractor shall mobilize and commence the Work on the date specified by the District as the date for commencing the Work ("Commencement Date") in the notice from the District directing the Contractor to proceed with the Work ("Notice to Proceed"). The District may defer issuing a Notice to Proceed as provided in the General Provisions. The Contractor must fully complete the

Section 00 52 13

Project within the overall number of consecutive days specified in the Special Provisions ("Contract Time") and in accordance with the Master Construction Schedule approved for the Project.

Section 5. Contract Price. As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: *Three Hundred Thirty Six Thousand Four Hundred Forty Four dollars (\$336,444.00)*. The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. Defined Terms. Capitalized terms used, but not defined, in this Construction Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 7. Due Authority of Signatories. Each person signing this Construction Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Services Agreement and the Contract of which this Construction Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this Construction Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

Perris Union High School District

(District)

By: _____

Print Name: Candace Keines
Print Title: Deputy Superintendent
Date Signed: 7/10/19

Asbestos Instant Response, Inc.

(Contractor)

By: _____

Print Name: Gabriel Cristofaro
Print Title: Chief Executive Officer
Date Signed: 07/08/2019

Project within the overall number of consecutive days specified in the Special Provisions ("Contract Time") and in accordance with the Master Construction Schedule approved for the Project.

Section 5. Contract Price. As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: *Three Hundred Thirty Six Thousand Four Hundred Forty Four* dollars (\$336,444.00). The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. Defined Terms. Capitalized terms used, but not defined, in this Construction Services Agreement shall have the meanings ascribed to such terms in other of the Contract Documents.

Section 7. Due Authority of Signatories. Each person signing this Construction Services Agreement on behalf of a party (either the District or the Contractor) represents and warrants that he or she has been duly authorized by such party to sign, and thereby bind such party to, this Construction Services Agreement and the Contract of which this Construction Services Agreement is a component part.

In witness whereof, the District and the Contractor have executed this Construction Services Agreement by and through signature of their respective duly-authorized representatives, as set forth below.

Perris Union High School District
(District)

By: _____
Print Name: _____
Print Title: _____
Date Signed: _____

Asbestos Instant Response, Inc.
(Contractor)

By: _____
Print Name: Gabriel Cristofaro
Print Title: Chief Executive Officer
Date Signed: 07/08/2019

REQUIRED CONTRACT FORMS

The Required Contract Forms are set forth on the following pages and include:

1. Payment Bond
3. Performance Bond
3. Certification Regarding Asbestos
4. Notice and Certification Regarding Lead-Free Materials
5. Certification Regarding Drug-Free Workplace
6. Certification Regarding Tobacco-Free Workplace
7. Certification Regarding Workers Compensation

PAYMENT BOND

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: *Asbestos Instant Response, Inc. DBA Air Demolition & Environmental Services*

Surety: *Argonaut Insurance Company*

Bond #: *CMGP0002420*

Penal Sum: *Three Hundred Thirty Six Thousand Four Hundred Forty Four** (*\$ 336,444.00*)

WHEREAS, the Project identified above is a public project in accordance with applicable law, and the District identified above awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project ("Contract"); and

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the Principal furnish a labor and materials payment bond to the District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to pay for materials, labor and other things as required by law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents to the District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

THE CONDITION OF THIS OBLIGATION is that, if the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Principal or any of its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorney's fees as fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in making a claim on

this Payment Bond; or (4) any breach of any contract by the District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE

Argonaut Insurance Company
Company Name

c/o CMGIA - 20335 Ventura Blvd, Suite 426
Street Address

Woodland Hills, CA 91364
City, State, Zip Code

Underwriting Department
Representative Name

(866)363-2642
Representative Telephone Number

SURETY'S REPRESENTATIVE FOR FILING CLAIMS

Argonaut Insurance Company
Company Name

c/o CMGIA - 20335 Ventura Blvd, Suite 426
Street Address

Woodland Hills, CA 91364
City, State, Zip Code

Claims Department
Representative Name

(866)363-2642
Representative Telephone Number

(The remainder of this page intentionally left blank.)

Each person that signs this Payment Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly-authorized him or her to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond as evidenced by the signatures, below, of their respective, duly-authorized representatives.

PRINCIPAL

**Asbestos Instant Response, Inc. DBA
Air Demolition & Environmental Services**

Company Name

Representative Signature

Enrique Cristofan

Representative Name

Chief Executive Officer

Representative Title

07/12/2019

Date Signed

Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.

SURETY

Argonaut Insurance Company

Company Name

Representative Signature

Stephanie Hope Shear

Representative Name

Attorney-in-Fact

Representative Title

July 11, 2019

Date Signed

Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)

On JUL 11 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

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

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:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

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:

\$15,000,000.00

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

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. Muebs

(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 11th day of July, 2019.



James Bluzard

James Bluzard , Vice President-Surety

CALIFORNIA 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 Los Angeles }

On 09/12/2019 before me, Alma Pineda, Notary Public
(Here insert name and title of the officer)

personally appeared Gabriel Cristofaro
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



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Performance Bond
(Title or description of attached document)
Perms union HSD BLDG
(Title or description of attached document continuation)
Number of Pages 3 Document Date 09/11/19

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
Chief Executive Officer, Gabriel Cristofaro
(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.

PERFORMANCE BOND

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: Asbestos Instant Response, Inc. DBA Air Demolition & Environmental Services

Surety: Argonaut Insurance Company

Bond #: CMGP0002420

Penal Sum: Three Hundred Thirty Six Thousand Four Hundred Forty Four* (\$336,444.00)

WHEREAS, the Project identified above is a public project in accordance with applicable law, and the District identified above awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project ("Contract"); and

WHEREAS, the Contract requires that the Principal furnish a bond to the District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract, which bond must have a penal sum equal to one hundred percent of the total amount payable by the District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents and warrants to the District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

THE CONDITION OF THE FOREGOING PAYMENT OBLIGATION is that, if the Principal (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the Principal pursuant to the Contract and any amendments or changes thereto, in full and strict conformance with the requirements thereof, and all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the District or any other party), and the obligation of Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of Surety pursuant to this Performance Bond are exclusive of and distinct from any obligations Surety may have pursuant to any labor and materials payment bond applicable to the Project.

Whenever the District declares the Principal to be in default of its obligations pursuant to the Contract, the District having performed its obligations thereunder, the Surety, promptly within the time required by the Contract, shall remedy the default or, at the District's discretion, shall:

- (i) Complete the Project in strict accordance with the terms and conditions of the Contract, including, without limitation, provisions for the time(s) within which the Surety must act; or
- (ii) Obtain, or permit the District to obtain, one or more bids or proposals for any and all work required to complete the Project in strict accordance with the terms and conditions of the Contract, and upon determination of each lowest responsive and responsible bidder or proposer, arrange for such bidder or proposer and the District to enter into a contract, which may be in accordance with Education Code Section 17406, and make available as the work progresses sufficient funds, up to and including a total amount equal to the penal sum set forth herein less the balance of the contract amount, to pay the cost of completing the Project.

The term "balance of the contract amount," as used in the foregoing paragraph, shall mean the total amount payable by the District to Principal pursuant to the Contract and any amendments and changes thereto, less the amounts thereof previously paid by the District to the Principal.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the District, the Surety shall neither use the Principal nor accept a bid or proposal from the Principal for purposes of completing the Project; and (ii) the District shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations. In the event the District provides notice to the Surety that the Principal is in default of its obligations pursuant to the Contract and, therefore, the Surety is required, as provided herein, to complete the Project or to arrange for the District to contract for completion of the Project, and, through no fault of the District, the Surety has exceeded the time permitted pursuant to the Contract for doing so, the District may arrange to use replacement contractor(s) selected and contracted for by the District to complete the Project and, in such event, the Surety's payment and other obligations pursuant to this Performance Bond shall not be thereby diminished or otherwise limited.

Notwithstanding anything to the contrary, in the event the District determines that the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance does not conform with the requirements of the Contract, the District may notify the Surety. In such event, the Surety must make reasonable attempts to assist the Principal to resolve or avoid the default by the Principal. The Surety and Principal expressly agree that neither the giving of such notice by the District nor the giving of such assistance by the Surety shall be deemed or construed to constitute interference by the District or the Surety with the Contract or the ability of the Principal to obtain any bond(s) in any amount(s) from any surety insurer(s).

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

(The remainder of this page intentionally left blank.)

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE

Argonaut Insurance Company
Company Name

c/o CMGIA - 20335 Ventura Blvd, Suite 426
Street Address

Woodland Hills, CA 91364
City, State, Zip Code

Underwriting Department
Representative Name

(866)363-2642
Representative Telephone Number

SURETY'S REPRESENTATIVE FOR FILING CLAIMS

Argonaut Insurance Company
Company Name

c/o CMGIA - 20335 Ventura Blvd, Suite 426
Street Address

Woodland Hills, CA 91364
City, State, Zip Code

Claims Department
Representative Name

(866)363-2642
Representative Telephone Number

(The remainder of this page intentionally left blank.)

Each person that signs this Performance Bond on behalf of the Principal or the Surety thereby represents and warrants that the party he or she represents has duly-authorized him or her to sign, and thereby bind such party to, this Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond as evidenced by the signatures, below, of their respective, duly-authorized representatives.

PRINCIPAL

**Asbestos Instant Response, Inc. DBA
Air Demolition & Environmental Services**

Company Name

Representative Signature

Edoardo Cristofano

Representative Name

Chief Executive officer

Representative Title

05/12/2019

Date Signed

SURETY

Argonaut Insurance Company

Company Name

Representative Signature

Stephanie Hope Shear

Representative Name

Attorney-in-Fact

Representative Title

July 11, 2019

Date Signed

Principal: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.

Surety: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of LOS ANGELES)
On JUL 11 2019 before me, SHIRLEY GIGGLES, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared STEPHANIE HOPE SHEAR
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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

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:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear, Elizabeth Santos, Latanya Taylor, Stacey Garcia

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:

\$15,000,000.00

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

Joshua C. Betz

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. Weeks

(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 11th day of July, 2019.



James Bluzard

James Bluzard , Vice President-Surety

CALIFORNIA 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 Los Angeles }

On 07/12/2019 before me, Alma Pineda, Notary Public
(Here insert name and title of the officer)

personally appeared Gabriel Cristofaro
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]

(Notary Public Signature)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Payment Bond
(Title or description of attached document)
Remo Union HSD B/C G/P
(Title or description of attached document continued)
Number of Pages 3 Document Date 07/11/19

CAPACITY CLAIMED BY THE SIGNER

Individual (s)
 Corporate Officer
Chief Executive Officer, Gabriel Cristofaro
(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.

CERTIFICATION REGARDING ASBESTOS

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: Asbestos Instant Response, Inc.

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to California law, that:

- (i) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.
- (ii) The Contractor is aware and acknowledges that, for purposes of this certification: (a) asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and (b) an asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.
- (iii) The Contractor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.
- (iv) The Contractor has instructed its employees and subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks and liabilities involved in the use of asbestos and asbestos-containing materials.
- (v) The Contractor acknowledges and agrees that:
 - (a) Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy; and
 - (b) The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos at a level greater than as specified herein; and
 - (c) The District shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the Contractor, at no cost to the District, must remove, replace and/or repair as necessary any and all affected portions of the Work.

Representative Name: Gabriel Cristofaro
 Representative Title: Chief Executive Officer
 Representative Signature: _____
 Date Signed: 07/08/2019

NOTICE AND CERTIFICATION REGARDING LEAD-FREE MATERIALS

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: Asbestos Instant Response, Inc.

NOTICE:

If the Work is other than entirely new construction, the Work may disturb lead-containing or lead-based paint and other building materials that may be incorporated into existing buildings or other improvements located on the project Site. Until sampling and testing confirms otherwise, it shall be presumed that all school buildings and improvements built in 1992 or earlier contain lead-based or lead-containing paint.

The Contractor shall be responsible for ensuring that its employees and subcontractors fully and adequately comply with, and that the Work is performed in conformance with, all applicable laws, ordinances, rules and regulations governing lead-based or lead-containing paint and other materials, including, but not limited to: (i) Education Code Section 32240 *et seq.*; (ii) Title 8, California Code of Regulations, Section 1532.1; and (iii) Title 17, California Code of Regulations, Section 35001, *et seq.*

If the Work involves renovation, modernization or other disturbance of any existing school buildings or improvements, the Contractor shall sample and test all materials as appropriate to determine whether lead-based paint or other materials are present and may present a hazard or threat during any such renovation or modernization. The Contractor shall provide the District with the results of any and all such testing, whether conducted prior to commencement of the Work, during the Work, or after completion of the Work.

Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. Consistent with applicable law, when a lead-based hazard is identified, the Contractor shall utilize personnel certified by the Department of Health Services (“DHS”) to perform lead-related services. The District may at any time request that Contractor provide the training and certification records of each employee of the Contractor or subcontractor who provides lead-related services. The Contractor shall be solely responsible for proper disposal, in conformance with all applicable laws, of any and all lead-containing, lead-based or hazardous waste products including, but not limited to, paint chips, residue, and any other material that may be exposed or disturbed during the course of the Work.

California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solders, and other materials that may constitute a potential source of lead contamination.

In the event the Contractor or its employees or subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Lead-Containing Materials Certification, the Contractor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the

District, pursuant to the indemnification provisions of the Contract for the Work, with respect to any and all claims, demands, actions, damages, costs, expenses and other liabilities arising therefrom.

CERTIFICATION:

The undersigned, subject to penalty for perjury, hereby certifies that: (i) the undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; (ii) the Contractor has received notice that lead-containing or lead-based paint or other materials may be located on the Project Site; (iii) the Contractor has received notice that it must comply with all applicable laws, rules and regulations governing work with, and disposal of, such materials; and (iv) the Contractor shall comply with all such applicable laws, rules and regulations, as well as the other requirements of this lead-containing materials certification.

Representative Name: Gabriel Cristofaro
Representative Title: Chief Executive Officer
Representative Signature: _____
Date Signed: 07/08/2019

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: Asbestos Instant Response, Inc.

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;
- (ii) The Contractor, in accordance with Government Code Section 8350 *et seq.*, the Drug-Free Workplace Act of 1990, shall provide a drug-free workplace by doing all of the following:
 - (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying actions which will be taken against employees for violations of the prohibition.
 - (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Availability of drug counseling, rehabilitation and employee-assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
 - (3) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by paragraph (1) of this clause (ii) and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.
- (iii) The Contractor hereby acknowledges and agrees that, if the District determines that either (a) the certification herein is false, or (b) the Contractor violated this certification by failing to carry out the requirements of Section 8355, then the Contract awarded to the Contractor shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Section 8350 *et seq.*

Representative Name:

Gabriel Cristofaro

Representative Title:

Chief Executive Officer

Representative Signature:

07/08/2019

Date Signed:

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: Asbestos Instant Response, Inc.

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and
- (ii) The Contractor shall ensure a tobacco-free workplace by doing both of the following:
 - (1) Providing the following provision, in writing, to each person providing any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

All properties and facilities operated by the Perris Union High School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Contractor shall not thereafter permit such person to be present in, on or at the Project Site.

- (2) Enforcing the requirements specified in the foregoing provision.

Representative Name:

Gabriel Cristofaro

Representative Title:

Chief Executive Officer

Representative Signature:

07/08/2019

Date Signed:

CERTIFICATION REGARDING WORKERS COMPENSATION
(Labor Code § 1861)

District: *Perris Union High School District*

Project: *Bid #062619 – California Military Institute – Demo of Building Q*

Contractor: Asbestos Instant Response, Inc.

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

- (i) The undersigned is a duly-authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and
- (ii) The Contractor is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor shall comply with such provisions prior to commencing and throughout the entirety of performance of the Work on the Project.

Representative Name:

Gabriel Cristofaro
Chief Executive Officer

Representative Title:

Representative Signature:

07/08/2019

Date Signed: