

DESIGN-BUILD CONTRACT

THIS DESIGN-BUILD Contract ("Contract" or "Agreement") is made and entered into this 7th day of August 2014 ("Effective Date"), by and between the CAMBRIA COMMUNITY SERVICES DISTRICT ("District"), and CDM CONSTRUCTORS INC. ("Design-Builder") for design and construction of the San Simeon Creek Emergency Water Supply Project ("Project"). This Agreement is effective on the Effective Date.

In consideration of the covenants hereinafter set forth, District and Design-Builder mutually agree as follows:

ARTICLE 1 CONTRACT DOCUMENTS AND INTERPRETATION

1.1 Definitions. The meaning of all terms used in the Contract Documents and not otherwise defined herein is contained in the General Conditions. District and Design-Builder are sometimes individually referred to as a "Party" and collectively as the "Parties." Except as indicated otherwise, all references to District include its elected officials, officers, directors, employees, agents, and volunteers. Except as indicated otherwise, all references to Design-Builder include its personnel, employees, agents, and subcontractors.

1.2 Contract Documents. The "Contract Documents" shall consist of the following documents, all of which are either attached hereto as Exhibits or are incorporated into this Agreement by this reference, with the same force and effect as if the same were set forth at length herein:

1. This Agreement, including all Exhibits and attachments;
 - a. The Performance Bond attached hereto as Exhibit A; and
 - b. The Payment Bond attached hereto as Exhibit B.
2. The General Conditions attached as Exhibit C.
3. The Approved for Construction Documents, Dated July 23, 2014 attached as Exhibit D.
4. Design Build Scope of Work attached as Exhibit E.
5. The 2012 Standard Specifications for Public Works Construction ("Standard Specifications") by the Southern California Chapter, American Public Works Association and the Southern California District, Associated General Contractors of California Joint Cooperative Committee.
6. Construction Documents prepared by Design-Builder and approved by the Engineer in responsible charge of Design.

7. Supplemental Design Documents prepared by Design-Builder's Engineer in responsible charge of Design.
8. San Luis Obispo County Emergency Coastal Development Permit (ZON2013-00589) attached hereto as Exhibit F.
9. Cambria Water Emergency Water Supply Project, Title 22 Engineering Report July 2014 attached hereto as Exhibit G.

Order of Precedence. Each of the Contract Documents is an essential part of the Contract. The Contract Documents are intended to be complimentary and to describe and provide for a complete functional and finished system. In the event of conflicts or discrepancies among the Contract Documents, the order of precedence shall be as set forth below:

1. Change Orders
2. The Approved for Construction Documents, Dated July 23, 2014
3. Design Build Scope of Work
4. Agreement and those documents listed under Subparagraph 1 of Paragraph 1.2;
5. General Conditions;
6. Standard Specifications
7. Construction Documents
8. Supplemental Design Documents
9. San Luis Obispo County Emergency Coastal Development Permit
10. Other Regulatory Permits

1.3 Agreement Performance. The Design-Builder shall design and construct the Project in a good and workmanlike manner, which is fully operational and capable of meeting regulatory criteria as of the Effective Date, lien free and in compliance with Contract Documents and within the time specified, in return for timely payment by the District in accordance with the Contract Documents. The parties acknowledge that CDM Smith Inc. will perform the design services and serve as the Engineer in responsible charge of design on the project as a subconsultant to the Design Builder.

1.4 Entire Agreement. This Agreement together with all other Contract Documents constitutes the entire agreement between the Parties and all other representations or statements theretofore made, verbal or written, are merged herein. Both Parties have, with the assistance of their respective counsel, drafted the provisions contained in this Agreement. Therefore, no

provision in this Agreement will be construed in favor or against any Party by virtue of the identity of its preparer. This Agreement may be amended only by written Modification executed by duly authorized representatives of the Parties hereto or according to the procedure set forth in the General Conditions.

ARTICLE 2

TIME FOR PERFORMANCE

2.1 Contract Time. By executing this Agreement, Design-Builder confirms that the Contract Time is a reasonable period for performing the Work. Design-Builder agrees to commence Services within five (5) calendar days after a written Notice to Proceed is issued by the District, to perform the Work in a diligent and workmanlike manner, to complete the Work in accordance with the time and Milestone Dates set forth in the Project Schedule, as hereinafter defined, to achieve Substantial Completion of the Work within 123 Calendar Days after District's issuance of the Notice to Proceed and to achieve Final Completion of the Work within the time fixed by the District in its Certificate of Substantial Completion (the "Contract Time"). The Contract Time may be extended only with the written permission of the District, except as otherwise provided herein.

2.2 Liquidated Damages for Design-Builder Delays.

2.2.1 Design-Builder and District have agreed to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the Liquidated Damages set forth herein to constitute liquidated damages as such term is used in Government Code Section 53069.85 Design-Builder acknowledges and agrees that the Liquidated Damages are intended to compensate District solely for Design-Builder's failure to meet the deadline for Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

2.2.2 In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay District ONE THOUSAND DOLLARS (\$1,000.00) per day for each calendar Day that Substantial Completion is delayed.

2.2.3 Design-Builder acknowledges and agrees that the foregoing damages have been set based on an evaluation by District of damages that it will incur in the event of late completion. Design-Builder and District agree that the amount of such damages is impossible to ascertain as of the date of execution hereof, and the parties have agreed to such Liquidated Damages to fix Design-Builder's costs and to avoid later disputes over which items are properly chargeable to Design-Builder. It is understood and agreed by Design-Builder that any Liquidated Damages payable pursuant to his Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

2.2.4 It is further mutually agreed that District shall have the right to deduct Liquidated Damages against progress payments or retainage and that the District will issue a unilateral deductive change order and will reduce the Contract Price accordingly. In the event

the remaining unpaid Contract Price is insufficient to cover the full amount of Liquidated Damages, Design-Builder shall pay the difference to District.

2.3 Delays and Extensions of Time.

2.3.1 Non-Compensable Delays. The Parties acknowledge that the following types of delays and events are not within the responsibility or control of District, and are reasonably contemplated by the Parties to occur during the course of performance of the Work which may impact the schedule for performance: construction by separate Design-Builders on or adjacent to the Site; and Force Majeure events as described in the General Conditions ("Non-Compensable Delays"). Notwithstanding anything to the contrary in the Contract Documents, an extension of the Contract Time, to the extent permitted under the General Conditions, shall be the sole remedy of Design-Builder for the above referenced Non-Compensable Delays. In no event shall Design-Builder be entitled to any compensation or recovery of any damages in connection with the Non-Compensable Delays identified in this paragraph including, without limitation, consequential damages, lost opportunity costs, impact damages or other similar remuneration.

2.3.2 Compensable Delays. If the date for Substantial Completion of the Work is delayed by events which are the responsibility of or within the control of the District, are unforeseeable and are unreasonable under the circumstances involved, the Design-Builder shall be entitled to an equitable adjustment of the Contract Time and/or the Contract Price, subject to the requirements of the General Conditions and provided Design-Builder complies with the notice and procedural requirements of the General Conditions.

ARTICLE 3 **CONTRACT PRICE**

3.1 Contract Price. The Design Build Entity promises and agrees, at its own cost and expense, to furnish to District the all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately complete the Project (including, without limitation, all equipment, materials, components and appurtenances of the Emergency Water Supply Project) as described in the Contract Documents for a Contract Price not to exceed SIX MILLION SIX HUNDRED FORTY SEVEN THOUSAND NINE HUNDRED AND NINETEEN DOLLARS (\$6,647,919.00) ("Contract Price") subject to additions and deductions by Change Order as provided in the Contract Documents. Except as otherwise provided in the Contract Documents, the Contract Price will fully compensate Design-Builder for the Work required by the Contract Documents.

Except as specifically provided herein, no compensation shall be paid to Design-Builder unless previously authorized in writing by District.

ARTICLE 4 **PAYMENT**

4.1 Cost Loaded Schedule of Values. Within ten (10) calendar days after District issues a Notice to Proceed, the Design-Builder shall submit to the District for review a detailed Cost Loaded Schedule of Values, allocating the entire Contract Price, as contained in the

Proposal, and miscellaneous costs of the Work with sufficient detail to serve as the basis for progress payments for performance of such Work. The prices contained in the Cost Loaded Schedule of Values shall include all overhead and profit applicable to each line item of Work. The Cost Loaded Schedule of Values, as agreed to by the District, shall be used as a basis for payments to Design-Builder based upon the percentage of Work completed as determined by the Engineer. The period covered by each Application for Payment for the Work shall be one (1) calendar month.

4.2 Procedures for Payment. Each Application for Payment and payment shall be made in accordance with the procedures set forth in the General Conditions. An estimated billing/invoice schedule shall be provided and updated throughout the term of this Agreement to indicate cash flow requirements for the Project.

ARTICLE 5

DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

5.1 General Scope of Services.

5.1.1 Furnish all design and other Services, provide all materials and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, the approved Construction Documents, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Site. Design-Builder shall furnish, engineering and design Services during construction and other Services, provide all material of the Project and shall construct the Project as designed, in accordance with all professional engineering principles and construction practices generally accepted as standards of the industry in the State of California, in a good and workmanlike manner, free from defects and in accordance with the terms and conditions set forth in the Contract Documents. The costs of all such materials, services and efforts are included in the Contract Price. Design-Builder shall comply with the Contract Documents in its design and construction of the Project.

5.1.2 The Design-Builder, whether a general contractor, construction manager or joint venture, shall hold a valid California Class "A" General Engineering Contractor license at the time of award of the Contract, and shall maintain the license at all times during performance of the Work.

5.1.3 All Subcontractors shall hold the appropriate California C-specialty for electric work, and A-general engineering contractor license or engineering license, at the time of award of the Contract and shall maintain the license at all times during performance of the Work. be C-specialty for electrical work and A for non-electrical related work

5.2 Evaluation of Preliminary Submittals.

5.2.1 At least ten (10) days before submission of the first Application for Payment, a conference attended by Design-Builder, District, and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. Design-Builder shall have an additional ten (10) calendar days to make corrections and adjustments and to complete and resubmit the documents. No progress payment shall be made to Design-Builder

until the required submittals are acceptable to District. The detailed Project Schedule will be acceptable to District as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on District responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Design-Builder from Design-Builder's full responsibility therefore. The format and structure of the Project Schedule will be as set forth in the Contract Documents and approved by District. District's acceptance shall not be deemed to confirm that the w is a reasonable plan for performing the Work. Design-Builder's schedule of submittals will be acceptable to District as providing a workable arrangement for reviewing and processing the required submittals.

5.3 Design Phase Services.

5.3.1 Design Professional Licensing Requirements. District does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws. It is the intent of the Parties that Design-Builder is fully responsible for furnishing the design of the Project, although the fully licensed design firms designated as members of the Design-Builder's design team will perform the design services required by the Contract Documents. Nothing in this article shall create a contractual relationship between such persons and the District.

5.3.2 Standard of Care. All design services to be performed by Design-Builder, Subcontractors, and their employees identified by the Design-Builder or other Persons approved by the District shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Builder. All design services performed pursuant to this Agreement shall be provided with the standard of judgment, care, knowledge and skill which prevails among design professionals, of knowledge and skill, engaged in practice within Southern California under the same or similar circumstances, involving the design and construction of an improvement such as this Project, in compliance with the Contract Documents.

5.4 Construction Phase Services.

5.4.1 General.

5.4.1.1 Construction Services shall be performed by Design-Builder and/or by qualified and licensed Design-Builders, Subcontractors and Suppliers who are selected, paid and acting in the interest of the Design-Builder in accordance with the procedures outlined in the Contract Documents. Design-Builder shall provide, or cause to be provided, and shall pay for design Services, labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.

5.4.1.2 The Design-Builder shall be responsible for and shall coordinate all construction means, methods, techniques, sequences, and procedures with District.

5.4.1.3 The Design-Builder shall keep the District informed of the progress and quality of the Work in the form of weekly written reports.

5.4.1.4 The Design-Builder shall keep the Site free from accumulation of waste materials or rubbish caused by the Design-Builder's operations. At the completion of construction of the Work, the Design-Builder shall remove from and about the Project the Design-Builder's tools, construction equipment, machinery, surplus materials, waste materials and rubbish.

5.4.1.5 As a condition to final payment to Design-Builder, each Subcontractor shall provide written certification that the Work has been constructed in accordance with the Contract Documents.

5.4.2 Supervision and Coordination of Construction.

5.4.2.1 Design-Builder shall supervise, inspect and direct the construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the construction in accordance with the Contract Documents. Design-Builder shall be solely responsible to see that the completed construction complies accurately with the Contract Documents and shall keep District advised as to the quality and progress of the Work.

5.4.2.2 Design-Builder shall coordinate its Work with adjoining property, owners and tenants to provide access to the Site and adjoining property, and shall implement measures to prevent disruption to operations and occupancy of such property owners and tenants.

5.4.3 Labor, Materials and Equipment.

5.4.3.1 Design-Builder shall provide competent, suitably qualified personnel to survey and lay out the construction and perform construction as required by the Contract Documents. Design-Builder shall at all times maintain good discipline and order at the Site.

5.4.3.2 Unless otherwise specified in the Contract Documents, Design-Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work. Design-Builder, in the presence of District's personnel, will direct the checkout of utilities and operations of systems and equipment.

5.4.3.3 All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of District. If required by District, Design-Builder shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used,

cleaned and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

5.5 Field Testing. During the start-up or operational phase, Design-Builder shall:

- A. Conduct and train District staff in connection with the start-up, testing, refining and adjusting of any equipment or system.
- B. Provide training to District staff to operate and maintain the Project.
- C. Develop start up systems and procedures for operation of the Project.
- D. Create a system operation & maintenance manual comprised of equipment manufacturer's product data.
- E. Design Builder shall coordinate with major equipment manufacturers on the development of their O&M manuals.

5.6 General Duties and Responsibilities. The Design-Builder shall do all of the following:

5.6.1 Undertake all actions required by and all actions necessary to maintain in full force and effect all governmental approvals in effect during performance of the Work, including performance of all environmental mitigation measures and transportation related conditions of approval required by the Contract Documents.

5.6.2 Provide such assistance as is reasonably requested by District in dealing with any governmental agency. Such assistance may include providing information and reports regarding the Project as well as executing declarations and attending meetings and hearings. In no event shall Design-Builder be required to provide legal services.

5.6.3 Design-Builder shall be responsible for construction means, methods, techniques, sequences and procedures. Design-Builder shall supervise and be responsible to District for acts and omissions of Design-Builder's employees, agents, officers, Subcontractors, and other persons performing portions of the Work, as though all persons were directly employed by Design-Builder.

5.6.4 Mitigate delays to the Project in all circumstances, to the extent reasonably possible.

5.6.5 Maintain the Site and the immediate surroundings in a clean and orderly condition, free of weeds, trash and graffiti.

ARTICLE 6

DISTRICT'S DUTIES AND RESPONSIBILITIES

6.1 District's Designation of Authorized Representative. The District's Engineer shall represent the District in all matters concerning this Agreement. The Engineer may

designate in writing, from time to time, one or more representatives authorized to act on the District's behalf with respect to the Project.

6.2 District's Right to Make Changes and Award Separate Contracts. The District reserves the right to order changes in the Work, to perform Work or operations related to the Project with the District's own forces, and to award separate contracts in connection with the Project.

6.3 District's Right to Stop the Work. If the Design-Builder fails to correct defective Work as required herein, or fails to carry out the Work in accordance with the Contract Documents, the District may, in its sole discretion, elect to order the Design-Builder to stop the Work, or any portion thereof, until the District reasonably determines that the cause for such order has been eliminated. The District's right to stop the Work is in addition to the District's right to terminate set forth herein.

6.4 Suspension by District for Convenience. The District may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. If such suspension, delay or interruption causes the Design-Builder to incur increased cost for the performance of the Work, an adjustment to the Contract Price shall be made for such costs as are directly attributable to such suspension, delay or interruption. If such suspension, delay or interruption causes a delay to the critical path of the Work, an adjustment to the Contract Time shall be made.

6.5 District's Right to Carry Out the Work. If the Design-Builder defaults and neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any of its obligations under the Contract Documents, the District may, after five (5) calendar days' written notice to the Design-Builder, and without prejudice to any other remedy the District may have, make good such deficiencies. In such case, District shall deduct from payments then or thereafter due the Design-Builder the cost of correcting such deficiencies. If the payments then or thereafter due the Design-Builder are not sufficient to cover such amount, the Design-Builder shall pay the difference to the District within thirty (30) days of written demand from the District.

ARTICLE 7

MISCELLANEOUS PROVISIONS

7.1 Independent Design-Builder. Design-Builder is, and shall be, acting at all times in the performance of this Agreement as an independent Design-Builder. Design-Builder shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Design-Builder and its officers, agents and employees, and all business licenses, if any, in connection with the services to be performed hereunder.

7.2 District Employees and Officials. Design-Builder shall employ no District official nor any regular District employee in the Work performed pursuant to this Agreement. No officer or employee of District shall have any financial interest in this Agreement in violation of applicable provisions of law.

7.3 Notices. Any notice or special instructions required to be given in writing under this Agreement shall be given either by personal delivery to Design-Builder's agent (as designated in Paragraph 2.1 hereinabove) or to District's Engineer as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

TO DISTRICT:

District Engineer Bob Gresens
Cambria Community Services District
1316 Tamsen Street, Suite 201
Cambria, CA 93428

TO DESIGN-BUILDER:

Mike Dzubnar, Senior Vice President
CDM Constructors Inc.
9220 Cleveland Avenue, Suite 100
Rancho Cucamonga, CA 91730

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers the day, month and year first above written.

DESIGN-BUILDER

DISTRICT

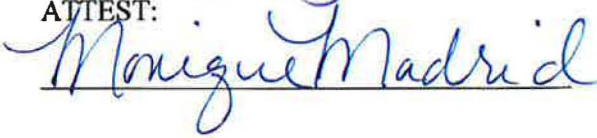
CDM CONSTRUCTORS INC.

CAMBRIA COMMUNITY SERVICES
DISTRICT

By: 

By: 

ATTEST:



APPROVED AS TO FORM:

By: 

EXHIBIT A
PERFORMANCE BOND

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CAMBRIA COMMUNITY SERVICES DISTRICT of San Luis Obispo County, State of California, has awarded to CDM CONSTRUCTORS, INC., License No. _____ (hereinafter called "Principal"), the Design-Build Agreement for the San Simeon Creek Emergency Water Supply Project, which said contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract.

NOW, THEREFORE, we, CDM CONSTRUCTORS, INC., as Principal, and _____ as Surety, are held and firmly bound unto the CAMBRIA COMMUNITY SERVICES DISTRICT (hereinafter called "District"), in the penal sum of _____, lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors, and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that, if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions and provisions in the said contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless District, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by District in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The said Surety 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 hereunder or to 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, alterations or additions to the terms of the contract or to the work or to the specifications.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

By: _____

Dated: _____

By: _____

Dated: _____

SURETY

By: _____

Attorney in Fact

Dated: _____

CORPORATE ADDRESS OF SURETY:

EXHIBIT B
PAYMENT BOND

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the CAMBRIA COMMUNITY SERVICES DISTRICT of Orange County, California, (hereinafter called "District") has awarded to CDM CONSTRUCTORS, INC., License No. _____ (hereinafter called "Principal") the Design-Build Agreement for the San Simeon Creek Emergency Water Supply Project, which said contract is hereby referred to and made a part hereof; and

WHEREAS, under the terms of said agreement, Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the District to secure the claims to which reference is made in Part 6 of Division 4 of the Civil Code of the State of California (commencing with Section 8000).

NOW, THEREFORE, said Principal and the undersigned as corporate Surety are held firmly bound unto the District and all contractors, subcontractors, laborers, material men and other persons employed in the performance of the aforesaid agreement and referred to Part 6 of Division 4 of the Civil Code of the State of California (commencing with Section 8000) in the sum of _____, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by District in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Part 6 of Division 4 of the Civil Code of the State of California (commencing with Section 8000), so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

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

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

By: _____

Dated: _____

By: _____

Dated: _____

SURETY

By: _____

Attorney in Fact

Dated: _____

CORPORATE ADDRESS OF SURETY:

