NEWPORT MESA UNIFIED SCHOOL DISTRICT

SECTION 8 – AGREEMENT

THIS AGREEMENT, dated the 9 day of July, 2019 in the County of Orange, State of California, is by and between the Newport Mesa Unified School DISTRICT (herein "DISTRICT") and TELACU Construction Management, Inc. (herein "CONTRACTOR").

The DISTRICT and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as Corona Del Mar High School Sports Fields ("PROJECT") according to all the terms and conditions set forth in the Contract. The "Contract/Project Documents" as defined herein, includes but is not limited to, this Agreement, the Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, Labor Compliance Program, Bid Form, Bid Form Attachments, Bid Security, Designation of SUBCONTRACTORS, Information Required of Bidder, all prequalification forms submitted pursuant to Public Contract Code Section 20111.5, if any, Non-collusion Declaration, Workers' Compensation Certificate, Agreement, Faithful Performance Bond, Payment Bond, Escrow Agreement, if applicable, Drug-Free Workplace Certification, Criminal Records Check Certification, Insurance Certificates and Endorsements, Guarantees, CONTRACTOR's Certificate Regarding Non-Asbestos Containing Materials, Disabled Veteran Business Enterprises Certification, if applicable, Bidding and Contract Requirements, General Conditions, Supplementary Conditions, if any, Special Conditions, if any, scope of work statement, exhibits, if any, Drawings, Specifications, and all modifications, addenda and amendments thereto by this reference incorporated herein. The Project Documents are complementary, and what is called for by any one of its individual documents shall be as binding as if called for by all.

2. CONTRACTOR shall perform, provide and build everything required to be performed, provided and built by the CONTRACT for the PROJECT, including without limitation, all labor, materials, supplies, tools, equipment, apparatus, and the like, and shall also pay all taxes, utility and transportation services required for construction of the PROJECT. All of the foregoing shall be performed within the time set forth in Paragraph 4 of this Agreement. CONTRACTOR shall perform and complete all work in a good workmanlike manner in strict accordance with the drawings, specifications and all provisions of the Contract as hereinabove defined and in accordance with applicable laws, codes, regulations, ordinances and any other legal requirements governing the PROJECT. All material, supplies, equipment, apparatus, parts, and the like shall be furnished and incorporated into the work free of all defects. The CONTRACTOR shall be liable to the DISTRICT for any damages arising as a result of a failure to fully comply with these obligations, and the CONTRACTOR shall not be excused with respect to any failure to so comply by any act or omission of the Architect, Engineer, Inspector, Division of State Architect, or representative of any of them, unless such act or omission actually prevents the CONTRACTOR from fully complying with the requirements of the Contract, and unless the CONTRACTOR protests at the time of such alleged prevention that the act or omission is preventing the CONTRACTOR from fully complying with the Contract. Such protest shall not be effective unless reduced to writing and filed with the DISTRICT within three (3)

working days of the date of occurrence of the act or omission preventing the CONTRACTOR from fully complying with the Contract, such notice so that the DISTRICT is given an opportunity to investigate and act upon it.

3. DISTRICT shall pay to the CONTRACTOR, as full consideration for the full, competent and faithful performance of this Contract, subject to any additions or deductions as provided in the Contract, the sum of Seven Million Two Hundred Five Thousand and 00/100 (in words) / in numbers ($ 7,205,000.00).

4. The work shall be commenced on or before the eleventh (11th) day after receiving the DISTRICT'S Notice to Proceed and shall be completed **338 calendar days** from the date specified in the Notice to Proceed.

5. **Time is of the essence**. If the work is not completed in accordance with Paragraph 4 above, it is understood that the DISTRICT will suffer damage. If applicable, liquidated damages can occur within each phase of work, and can run concurrently until such work is completed and accepted. CONTRACTOR shall pay to DISTRICT an amount predicated by the Contract dollar value as liquidated damages (See Supplementary Conditions).

6. **Termination for Cause or Non-appropriation.** In the event CONTRACTOR defaults in the performance of the Contract as set forth in General Conditions Article 13 or if there is a non-appropriation of funds or insufficient funds as set forth in General Conditions Article 13, then this Agreement shall terminate or be suspended as set forth in General Conditions Article 13, except as specified by paragraph 7 of this Agreement.

Termination for Convenience. DISTRICT has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from DISTRICT of such termination for DISTRICT'S convenience, CONTRACTOR shall:

(i) Cease operations as directed by DISTRICT in the notice;

(ii) Take any actions necessary, or that DISTRICT may direct, for the protection and preservation of the work;

(iii) Not terminate any insurance provisions required by the Contract; and

(iv) Comply with Article 13(e) and 13 (g) of the General Conditions.

In the case of Termination for Convenience, DISTRICT shall have the right to accept assignment of SUBCONTRACTORS. See Articles 13 (e) and !3 (g) of the General Conditions. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the DISTRICT.

7. **Hold Harmless and Indemnification.** To the fullest extent permitted by law. CONTRACTOR, at the CONTRACTOR's sole cost and expense, agrees to fully defend, indemnify and hold harmless, the DISTRICT, including but not limited to any of its governing

board members, officers, employees, PROJECT MANAGER and agents, from and against any and all claims, actions, demands, costs, judgments, liens, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses, including any fees of accountants, attorneys or other professionals, arising out of, in connection with, resulting from or related to, or claimed to be arising out of, in connection with, resulting from or related to any act or omission by the CONTRACTOR or any of its officers, agents, employees, SUBCONTRACTORS, sub-SUBCONTRACTORS, any person performing any of the work pursuant to a direct or indirect contract with the CONTRACTOR or individual entities comprising the CONTRACTOR, in connection with or relating to, or claimed to be in connection with or relating to the work, the Contract, or the PROJECT, including but not limited to any costs or liabilities arising out of or in connection with:

(a) Any injury to or death of any person(s) or damage to, loss or theft of any property sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, upon or in connection with the work called for in the Contract, except for liability resulting from the sole active negligence, or willful misconduct of the DISTRICT.

(b) Any injury to or death of any person(s) or damage, loss or theft of any property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm, or corporation employed by the CONTRACTOR, either directly or by independent contract, arising out of, or in any way connected with the work covered by the Contract, whether said injury or damage occurs either on or off DISTRICT property, if the liability arose due to the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract,

(c) The failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;

(d) Any misrepresentation, misstatement or omission with respect to any statement made by the CONTRACTOR in any document furnished by the CONTRACTOR in connection therewith;

(e) Any breach of duty, obligation or requirement under the Contract;

(f) Any failure to coordinate the work of other CONTRACTORS;

(g) Any failure to provide notice to any party as required under the Contract;

(h) Any failure to act in such a manner as to protect the DISTRICT and the PROJECT from loss, cost, expense or liability; or

(i) Any failure to protect the property of any utility company or property owner.

The CONTRACTOR, at CONTRACTOR'S own expense, cost, and risk shall defend any actions, suits, or other proceedings that may be brought or instituted against the

DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER on any such claim, demand or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its Governing Board, officers, agents, employees, or PROJECT MANAGER in any action, suit or other proceedings as a result thereof. This indemnity shall survive termination of the Contract or final payment pursuant thereto. This indemnity is in addition to any other rights or remedies which the DISTRICT may have under the law or under the Contract. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, the DISTRICT may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Contract for the purpose of resolving such claims; provided, however, that the DISTRICT may release such funds if the CONTRACTOR provides the DISTRICT with reasonable assurance of protection of the DISTRICT'S interests. The DISTRICT shall in its sole discretion determine whether such assurances are reasonable.

8. Insurance. Before starting the work, CONTRACTOR shall take out insurance coverage and maintain same during the life of the Contract, and shall require all SUBCONTRACTORS, if any, whether primary or secondary, to take out and maintain insurance coverage required by the Contract, including without limitation as described in Articles 16, 17, 18 and 19 of the General Conditions, and as further described in the Supplementary Conditions. CONTRACTOR agrees to provide all evidences of coverage required by DISTRICT including certificates of insurance and executed endorsements.

9. Retention – Escrow Account. Public Contract Code Section 22300 permits the substitution of securities for any monies withheld by the DISTRICT to ensure performance under the Contract. At the request and expense of the CONTRACTOR, securities equivalent to the monies withheld shall be deposited with the DISTRICT, or with a state or federally chartered bank in California as the escrow agent, who shall then pay such monies to the CONTRACTOR. Upon satisfactory completion of the PROJECT, the securities shall be returned to the CONTRACTOR. Securities eligible for investment shall include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The CONTRACTOR shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

In the alternative, under Section 22300, the CONTRACTOR may request DISTRICT to make payment of earned retention monies directly to the escrow agent, Bank Approved by the DISTRICT, which is a state or federally chartered bank in California, at the expense of the CONTRACTOR. Also at the CONTRACTOR'S expense, the CONTRACTOR may direct investment of the payments into securities with BIDDERS financial institution as approved by the DISTRICT, which is a state or federally chartered bank in California, and the CONTRACTOR shall receive interest earned on such investment upon the same conditions as provided for securities deposited by CONTRACTOR. Upon satisfactory completion of the PROJECT, CONTRACTOR shall receive from the escrow agent all securities, interest and payments received by escrow agent from DISTRICT pursuant to the terms of Section 22300.

10. Corporate Representation and Warranty. If CONTRACTOR is a corporation, the undersigned hereby represents and warrants that the corporation is duly incorporated and in good standing in the State of CA, and that John Clem, whose title is President, is authorized to act for and bind the corporation.

11. All Applicable Law Incorporated into the Contract. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not currently inserted, then upon application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

12. Integrated Contract. The Contract constitutes the entire agreement of the parties. No other agreements, oral or written, pertaining to the work to be performed, exists between the parties. The Contract can be modified only by an amendment in writing, signed by both parties and pursuant to action of the Governing Board of the DISTRICT. The Contract shall be governed by the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused the Contract to be executed.

DISTRICT	CONTRACTOR
By:	BY:
Signature	**Signature**
Tim Holcomb	John Clem
Print Name	**Print Name**
Assistant Superintendent/ Chief Operations Officer	President
Title	**Title**
	741851
	CONTRACTOR's License No.
	Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR, if corporation)

NEWPORT MESA UNIFIED SCHOOL DISTRICT

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Governing Board of Newport-Mesa Unified School DISTRICT:

I, TELACU Construction Management certify that:
Name of CONTRACTOR

1. I have carefully read and understand the Notice to CONTRACTORS Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.

2. Due to the nature of the work I will be performing for the DISTRICT, my employees may have contact with students of the DISTRICT.

3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at Orange, California on

7/9/19
Date

Signature

John Clem
Typed or printed name

President
Title

604 N. Eckhoff St, Orange, CA 92868
Address

NEWPORT MESA UNIFIED SCHOOL DISTRICT

CONTRACTOR'S CERTIFICATE REGARDING NON-ASBESTOS CONTAINING MATERIALS

Per the General Conditions.

Certification for TELACU Construction Management. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the project which we have installed in the Newport Mesa Unified School DISTRICT under Project/Bid No. 118-18.

(a) The CONTRACTOR further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.

(b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthopyllite, tremolite and actinolite.

(c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.

(d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the CONTRACTOR if the material is found to contain asbestos.

(e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to the DISTRICT.

7/9/19
Date

TELACU Construction Management
Name of CONTRACTOR

By: _____
Signature

John Clem
Print Name

President
Title

NEWPORT MESA UNIFIED SCHOOL DISTRICT

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract, and the CONTRACTOR may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) establishing a drug-free awareness program to inform employees about all of the following:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) the availability of drug counseling, rehabilitation and employee-assistance programs;

4) the penalties that may be imposed upon employees for drug abuse violations;

c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the DISTRICT determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the Contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free

Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

TELACU Construction Management
NAME OF CONTRACTOR

Signature

John Clem
Print Name

President
Title

7/9/19
Date

EXECUTED IN TRIPLICATE

Bond No.: 024239747
Premium: $55,742.00

NEWPORT MESA UNIFIED SCHOOL DISTRICT

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport Mesa Unified School DISTRICT of Orange County, California (hereinafter referred to as "DISTRICT"), awarded to TELACU CONSTRUCTION MANAGEMENT (hereinafter referred to as the "CONTRACTOR/Principal") the contract for the work described as Sports Fields Corona del Mar High School Project No: 118 Contract No: 118-18 ("Contract");

WHEREAS, said CONTRACTOR/Principal is required under the terms of the Contract to furnish a bond for the prompt, faithful, and competent performance of all of said terms, covenants, conditions, provisions, agreements, and obligations of the Contract, all of which are expressly incorporated herein by this reference;

NOW, THEREFORE, we the undersigned CONTRACTOR, as Principal, and Surety, a California admitted surety insurer, are held and firmly bound to the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the Contract awarded by the DISTRICT to the CONTRACTOR/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded CONTRACTOR/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and promptly, faithfully, and competently performs all of said terms, covenants, conditions, provisions, agreements, and obligations of Contract, which is attached hereto and incorporated herein by reference, and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period of one year and/or such longer period of time as required under the Contract after the acceptance of

the work by DISTRICT, during which time if CONTRACTOR/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the DISTRICT from loss or damage made evident during the period of one year and/or such longer period of time as required under the Contract from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of CONTRACTOR remains.

Whenever CONTRACTOR/Principal shall be, and is declared by the DISTRICT to be, in default under the Contract, the DISTRICT having performed the DISTRICT's

obligations thereunder, the Surety shall promptly remedy the default, and/or shall, at the discretion of the DISTRICT, promptly:

1. Complete the Contract; and/or

2. Obtain a bid or bids for completing the Contract, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and the DISTRICT, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the Contract price" as used in this paragraph shall mean the total amount payable to CONTRACTOR/Principal by the DISTRICT under the Contract and any modifications thereto, less the amount previously properly paid by the DISTRICT to the CONTRACTOR/Principal.

Surety expressly agrees that the DISTRICT may reject any CONTRACTOR or SUBCONTRACTOR which may be proposed by Surety in fulfillment of its obligations in the event that the DISTRICT declares a default by the Principal. Surety shall not utilize CONTRACTOR/Principal in completing the Contract nor shall Surety accept a bid from CONTRACTOR/Principal for completion of the work if the DISTRICT, when declaring the CONTRACTOR/Principal in default, notifies Surety of the DISTRICT'S objection to CONTRACTOR's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the DISTRICT named herein or the successors or assigns of the DISTRICT. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Contract, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

CONTRACTOR/Principal and Surety agree that if the DISTRICT is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay DISTRICT'S reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount. Such costs and fees shall be payable, even if the penal sum of the bond is exceeded.

[CONTINUED ON NEXT PAGE]

NEWPORT MESA UNIFIED SCHOOL DISTRICT

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd day of July, 20 19.

CORPORATE SEAL, IF APPLICABLE, AND NOTARIAL ACKNOWLEDGEMENT BY CONTRACTOR

TELACU CONSTRUCTION MANAGEMENT

Signature

John Clem, President

Print Name and Title

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

LIBERTY MUTUAL INSURANCE COMPANY

Signature

Donna Garcia, Attorney-In-Fact

Print Name and Title

790 The City Drive South, Suite 200, Orange, CA 92868 (714) 371-6608 Fax No. 866-547-9060

(Mailing Address, Telephone No. and Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate and Required Acknowledgement)

CALIFORNIA ALL-PURPOSE 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

JUL 0 3 2019

On _____ before me, Tracy Aston, Notary Public, personally appeared Donna Garcia 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.

TRACY ASTON
Notary Public - California
Los Angeles County
Commission # 2285552
My Comm. Expires May 15, 2023

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198054-024029**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, B. Aleman, Tracy Aston, Thomas Branigan, Lisa K. Crail, Ashraf Elmasry, Samantha Fazzini, Donna Garcia, Simone Gerhard, April Martinez, Rosa E. Rivas, Paul Rodriguez, Edward C. Spector, Marina Tapia, Nathan Varnold, KD Wapato

all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of July, 2019.

By: Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange

On July 8, 2019 (*Date*) before me, Reina Martinez, Notary Public (*Here Insert Name and Title of the Officer*),

personally appeared John Clem (*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.

REINA MARTINEZ
Notary Public - California
Orange County
Commission # 2267476
My Comm. Expires Nov 18, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

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: Performance Bond

Document Date: July 3, 2019 Number of Pages: 5

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Clem	Signer's Name:
☒ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

©2017 National Notary Association

EXECUTED IN TRIPLICATE

Bond No.: 024239747
Premium: Included with Performance bond

NEWPORT MESA UNIFIED SCHOOL DISTRICT

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Newport Mesa Unified School DISTRICT of Orange County, California ("hereinafter referred to as DISTRICT"), has awarded to TELACU CONSTRUCTION MANAGEMENT, hereinafter referred to as the "CONTRACTOR/Principal" a contract for the work described as Sports Fields Corona del Mar High School Project No: 118 Contract No: 118-18 ("Contract");

WHEREAS, said CONTRACTOR/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with the Contract;

NOW, THEREFORE, we, the CONTRACTOR/Principal and LIBERTY MUTUAL INSURANCE COMPANY, as Surety, a California admitted surety insurer, are held firmly bound unto the DISTRICT for one hundred percent (100%) of the total amount payable by the DISTRICT under the terms of the Contract awarded by the DISTRICT to the CONTRACTOR/Principal 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, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said CONTRACTOR/Principal, his/her or its heirs, executors, administrators, successors, or assigns, or a SUBCONTRACTOR, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any Contract, plans, specifications, or Agreement pertaining or relating to any scheme or work of improvement hereinabove described or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of

improvement hereinabove described, nor by any rescission or attempted rescission of the Contract, Agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original CONTRACTOR or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

LIBERTY MUTUAL INSURANCE COMPANY,
790 The City Drive South, Suite 200, Orange, CA 92868

(Name and address of Surety)

Aon Risk Insurance Services West, Inc.,

(Name and address of agent or representative in California, if different from above)

(714) 371-6607 & (213) 630-3200

(Telephone and facsimile number of Surety or agent or representative in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this 3rd day of July, 2019.

CORPORATE SEAL, IF APPLICABLE,
AND NOTARIAL ACKNOWLEDGEMENT
OF CONTRACTOR

CONTRACTOR/Principal

TELACU CONSTRUCTION MANAGEMENT

By: _____
Signature

John Clem, President
Print Name and Title

[CONTINUED ON NEXT PAGE]

NEWPORT MESA UNIFIED SCHOOL DISTRICT

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety LIBERTY MUTUAL INSURANCE COMPANY

By: D. Garcia

Donna Garcia, Attorney-In-Fact

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

790 The City Drive South, Suite 200

Orange, CA 92868 (714) 371-6607 Fax No. (866) 547-9060

(Attach Attorney-in-Fact Certificate and Required Acknowledgement)

CALIFORNIA ALL-PURPOSE 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 JUL 0 3 2019 before me, Tracy Aston, Notary Public, personally appeared Donna Garcia 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.

TRACY ASTON
Notary Public - California
Los Angeles County
Commission # 2285552
My Comm. Expires May 15, 2023

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8198054-024029**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, B. Aleman, Tracy Aston, Thomas Branigan, Lisa K. Crail, Ashraf Elmasry, Samantha Fazzini, Donna Garcia, Simone Gerhard, April Martinez, Rosa E. Rivas, Paul Rodriguez, Edward C. Spector, Marina Tapia, Nathan Varnold, KD Wapato

all of the city of Los Angeles state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of November, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of July, 2019.

By: Renee C. Llewellyn, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange

On July 8, 2019 (Date) before me, Reina Martinez, Notary Public (Here Insert Name and Title of the Officer),

personally appeared John Clem (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.

REINA MARTINEZ
Notary Public - California
Orange County
Commission # 2267476
My Comm. Expires Nov 18, 2022

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

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: Payment Bond

Document Date: July 3, 2019 Number of Pages: 5

Signer(s) Other Than Named Above: No other signers

Capacity(ies) Claimed by Signer(s)

Signer's Name: John Clem	Signer's Name:
☒ Corporate Officer – Title(s): President	☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☐ Other:	☐ Other:
Signer is Representing:	Signer is Representing:

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