

**PURCHASE AND INSTALLATION AGREEMENT BETWEEN CITY OF TEMECULA
AND RAIN DROP PRODUCTS, LLC,
FOR THE RESERVOIR AND RELATED EQUIPMENT AT THE EAGLE SOAR
PLAYGROUND SPLASH PAD AT MIKE NAGGAR COMMUNITY PARK**

THIS PURCHASE AND INSTALLATION AGREEMENT ("Agreement") is made and entered into effect as of **January 27, 2026** ("Effective Date") by and between the City of Temecula, a California municipal corporation ("City"), and **Rain Drop Products, LLC** ("Contractor").

RECITALS

- A. City desires to engage Contractor to provide and install the following reservoir and related equipment at the Eagle Soar Playground Splash Pad at Mike Naggar Community Park as more fully described herein ("Project").
- B. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the City for the Project, is familiar with all conditions relevant to the performance of services and is committed to perform all work as required by this Agreement.
- C. Contractor represents that Contractor is fully qualified, possesses all required licenses and certifications, and has the experience necessary, to perform the work necessary to complete the Project. City selected Contractor for this Project in substantial reliance on such representations by the Contractor.
- D. Contractor is a registered dealer of **Children's commercial aquatic play equipment** and has full access to the equipment and special pricing under the Sourcewell Contract Agreement **#010521-RDP** ("Cooperative Contract") and all applicable provisions are incorporated herein.
- E. The City is a member of Sourcewell (Member No. 24002) and is authorized to use the Cooperative Contract.
- F. City and Contractor enter this Agreement in order to set forth terms and conditions governing each party's performance of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants herein contained the Parties agree as follows:

1. Scope of Work.

1.1 In consideration of the payment of the purchase price and subject to all the terms and conditions hereof, including applicable provisions of the Cooperative Agreement, Contractor shall provide all tangible items and products, and perform all services, described in the Scope of Services and Fee Schedule attached hereto as Exhibit "A" and incorporated herein by reference ("Products" and "Services", respectively). Contractor covenants that: (i) it will perform all

Services in a manner commensurate with all applicable, professional standards and degree of skill and care; and (ii) all Products will be new and of the highest quality available.

1.2 Contractor shall perform all work set forth in Exhibit A, and shall provide and furnish all the labor, materials, necessary tools, equipment and all utility and transportation services necessary to complete the Project as required herein.

1.3 The Products shall be delivered to the location designated in writing by the City. Title to and the risk of loss, damage, and destruction of the Products shall remain with the Contractor until inspection and acceptance of the Products by City. Such inspection may include reasonable tests and use of the Products by City. City may, at its option, (i) reject any or all of the Products found to be defective or otherwise not in compliance with the requirements of this Agreement; or, (ii) accept substitute Product(s) satisfactory to the City. Contractor shall be responsible for any and all costs of transportation and replacement of any rejected Products.

1.4 If the total Contract amount exceeds \$25,000, then Contractor shall provide a payment bond in an amount equal to 100% of the Contract price. If required by the City prior to commencing work, Contractor shall provide a performance bond in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto as Exhibit B, and Exhibit C and incorporated by reference herein. The performance bond, if required, shall remain in force until written acceptance of the Work and the end of the one (1) year warranty period.

2. Time of Performance. Time is of the essence in the performance of the Services and Contractor shall complete the Project installation, implementation and acceptance testing within the times set forth in Exhibit A. The failure by Contractor to meet this schedule may result in termination of this Agreement by City.

3. Term. Unless earlier terminated in accordance with Section 16 of this Agreement, this Agreement shall continue in full force and effect until satisfactory completion of the Services.

4. Compensation.

4.1 City shall pay Contractor for the Services on a fixed fee, not-to-exceed basis, in accordance with the provisions of this Section and Exhibit A. Contractor's total and complete compensation for all Services satisfactorily performed and Products properly provided, shall not exceed **Two Hundred Eighty Eight Thousand Five Hundred Thirteen Dollars and Sixty Eight Cents (\$288,513.68)**, unless otherwise agreed upon in writing. City Manager may increase the total compensation by up to ten percent (10%) as a contingency.

4.2 Contractor shall submit invoices to City describing the Services performed and/or the specific task in the Scope of Services to which it relates, and the date the Services were performed. City shall pay Contractor no later than thirty (30) calendar days after City approval of the invoice.

4.3 City shall reimburse Contractor only for those costs or expenses specifically identified in Exhibit A to this Agreement or specifically approved in writing in advance by City.

4.4 Contractor shall not receive any compensation for Extra Work performed without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by City to be necessary for the proper completion of the Project, but which is not included within the Scope of Services and which the parties did not reasonably anticipate would

be necessary when this Agreement was executed. Compensation for any authorized Extra Work shall be paid in accordance with Exhibit A, or otherwise as agreed upon in writing.

4.5 Unless otherwise agreed upon in writing, Contractor shall provide City with a minimum fourteen (14) days' notice of its date(s) of installation to enable the City to ready the installation site(s) for installation the Products in accordance with the instructions of Contractor, if any. The City shall complete any required site preparation prior to the date installation of the Products begins.

5. Project Manager. Contractor shall designate in writing to the City a Project Manager, who shall coordinate all phases of the Project. This Project Manager shall be available to City at all reasonable times during the term of the Agreement. Contractor shall not remove or reassign the Project Manager without the prior written consent of City. City's approval shall not be unreasonably withheld.

6. Administration. This Agreement will be administered by the City Manager or designee, who shall be the Project Administrator and shall have the authority to act for City under this Agreement.

7. Type and Installation of Materials/Standard of Care.

7.1 Contractor shall use only the only materials and Products described in Exhibit A in performing the Services. Any deviation from the materials or Products described in Exhibit A shall not be permitted unless approved in advance in writing by the Project Administrator.

7.2 All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with industry-wide professional standards. All Services shall be performed by qualified and experienced personnel.

7.3 At all times during the term of this Agreement, Contractor shall possess a valid and current Class **53** California Contractor's License to perform the work. Contractor hereby certifies that it holds the required license(s), License No. **1119246**.

8. Indemnification.

8.1 Indemnity for Professional Services. In connection with its design professional services, but subject to the limitations of Section 2 of this Agreement, Consultant shall hold harmless and indemnify City, its elected officials, officers, employees, designated volunteers and those City agents serving as independent contractors in the role City officials (collectively "Indemnitees"), with respect to any and all claims, demands, liabilities, losses, costs or expenses, including reimbursement of reasonable attorney fees and costs of defense (collectively "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property which to the extent arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant or any of its officers, employee, sub-Contractors, or agents in the performance or its professional services under this Agreement. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault as set forth in California Civil Code 2782.8.

8.2 Other Indemnities. The Consultant agrees to defend, indemnify, protect and hold harmless the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees and volunteers from and against any and all claims, demands, losses, defense costs or expenses, including attorney fees and expert witness fees, or liability of any kind or nature which the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, agents, employees or volunteers may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property arising out of Consultant's negligent or wrongful acts or omissions arising out of or in any way related to the performance or non-performance of this Agreement, excepting only liability arising out of the negligence of the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency.

8.3 Contractor shall perform all Project work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall perform work as specified in Exhibit A to limit impacts to traffic during the installation period. Contractor shall be liable for any private or public property damaged during the performance of the Project work.

8.4 The rights and obligations set forth in this Section shall survive the termination of this Agreement.

9. Independent Contractor. City has retained Contractor as an independent contractor and neither Contractor nor its employees, nor any of its subcontractors, are to be considered employees of the City. The manner and means of conducting the work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service statutes or other right of employment shall accrue to Contractor or its employees.

10. Cooperation. Contractor agrees to work closely and cooperate fully with City's Project Administrator and any other agencies that may have jurisdiction or interest in the work to be performed. City agrees to cooperate with the Contractor on the Project.

11. Insurance.

11.1 Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of the work hereunder and the results of work by the Contractor, its agents, representatives, employees, or subcontractors. Additionally, RJR Water Features, Inc., as the authorized subcontractor to Contractor pursuant to Section 13 of this Agreement, shall procure and maintain for the duration of the contract insurance against claims for injuries to persons and/or damages to property, which may arise from or in connection with the performance of its work hereunder and the results of work by RJR Water Features, Inc., its agents, representatives, employees, or subcontractors. RJR shall submit to the City a Certificate of Insurance as required by Section 11 and agree in writing to be bound by the provisions Section 11.

11.2 Minimum Scope of Insurance. Coverage shall be at least as broad as:

11.2.1 Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operation, property damage, bodily injury, and personal & advertising with limits no less than two Million (\$2,000,000) per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

11.2.2 Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Concessionaire has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limits no less than One Million (\$1,000,000) per accident for bodily injury, including death, of one or more persons, property damage and personal injury.

11.2.3 Workers’ Compensation: as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than One million (\$1,000,000) per accident for bodily injury or disease. In accordance with the provisions of Labor Code Section 3700, every contractor will be required to secure the payment of compensation to its employees. Pursuant to Labor Code Section 1861, Vendor must submit to City the following certification before beginning any work on the Improvements:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker’s compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

By executing this Agreement, Contractor is submitting the certification required above.

The policy must contain a waiver of subrogation in favor of the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

11.2.4 Professional Liability (Errors and Omissions): One million (\$1,000,000) per occurrence and in aggregate. Professional Liability Insurance shall be written on a policy form providing professional liability for design work.

11.3 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared and approved by the Risk Manager.

11.4 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

11.4.1 The City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor's products and completed operations of the Contractor; premises owned, occupied or used by the Contractor. General liability coverage can be provided in the form of an endorsement to the Consultant Insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used). The coverage shall contain no special limitations on the scope of protection afforded to the City

of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

11.4.2 For any claims related to this project, the Contractor insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the City, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

11.4.3 The Contractor may use Umbrella or Excess Policies to provide the limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability Insurance.

11.4.4 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect the indemnification provided to the City of Temecula, the Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees, or volunteers.

11.4.5 The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.4.6 If the Contractor's maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor.

11.4.7 If insurance coverage is canceled or, reduced in coverage or in limits the Contractor shall within two (2) business days of notice from insurer phone, fax, and/or notify the City via certified mail, return receipt requested of the changes to or cancellation of the policy.

11.4.8 Unless otherwise approved by City, if any part of the Services and Tasks is subcontracted, the Minimum Insurance Requirements must be provided by, or on behalf of, all subcontractors even if city has approved lesser insurance requirements for Vendor, and all subcontractors must agree in writing to be bound by the provisions of this section.

11.5 Acceptability of Insurers. Insurance required above, except for workers' compensation insurance, must be placed with insurers with a current A.M. Best rating of A-:VII or better, unless otherwise acceptable to the City. Self-insurance shall not be considered to comply with these insurance requirements.

11.6 Verification of Coverage. Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of the applicable policy language affecting coverage required by this clause. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

11.7 Special Risks or Circumstances. The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

12. Prevailing Wages.

12.1 Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City Council has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this Contractor from the Director of the Department of Industrial Relations. Copies may be obtained from the California Department of Industrial Relations Internet website at <http://www.dir.ca.gov>. Contractor shall provide a copy of prevailing wage rates to any staff or sub-contractor hired, and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1720, 1725.5, 1771.1(a), 1773.8, 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, the sum of \$200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Agreement, by him or by any subcontractor under him, in violation of the provisions of the Agreement. This project, work, or service will be subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1771.4.

12.2 Registration with the Department of Industrial Relations (DIR) is mandatory as a condition for bidding, providing certain services, and working on a public works project as specified in Labor Code Section 1771.1(a). Contractor and any subcontractors must be registered with the Department of Industrial Relations to be qualified to bid, or provide a proposal and/or time and material quote or be listed in a bid, proposal or quote, subject to the requirements of Public Contract Code Section 4104; or engage in the performance of any contract that is subject to Labor Code Section 1720 et seq., unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5. Contractor and subcontractors will be required to provide proof of registration with the DIR. For more information regarding registration with the Department of Industrial Relations, refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html>

13. Subcontracting. The City hereby consents to RJR Water Features, Inc., to be the Subcontractor to Contractor of installation as described in Exhibit A. As the authorized subcontractor of installation, RJR Water Features, Inc., shall comply with all provisions of this Agreement relating to installation as described in Exhibit A, including, without limitation, the indemnification and insurance provisions of Section 11, insurance. RJR shall submit to the City a Certificate of Insurance as required by Section 11 and agree in writing to be bound by the provisions Section 11. Contractor shall be fully responsible to City for all acts and omissions of RJR Water Features, Inc., any other subcontractor authorized in writing by the City. Except as specifically authorized herein, the Services to be provided under this Agreement shall not be otherwise assigned, transferred, contracted or subcontracted out without the prior written approval of City.

14. Conflicts of Interest. Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract wherein Contractor is or may likely become "financially interested," as provided in

Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

15. Notices. All notices, demands, requests or approvals to be given under the terms of this Agreement shall be given in writing, to City by Contractor and conclusively shall be deemed served when delivered personally, or on the third business day after the deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed as follows:

To the City:

City of Temecula
41000 Main St.
Temecula, CA 92590
Attention: Stacy Fox

To the Contractor:

Rain Drop Products, LLC
2121 Cottage St.
Ashland, Ohio 44805
Attention: Steven Bearden

16. TERMINATION

16.1 Termination With Cause. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of five (5) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof. In the event that the default cannot be cured within five (5) days, no such failure will be deemed to exist if the defaulting party has given the non-defaulting party adequate assurance of due performance and commenced to cure such default within such period, such cure efforts are prosecuted to completion with reasonable diligence, and in any event are completed with thirty (30) days.

16.2 Termination Without Cause. Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving seven (7) calendar days' prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred in the performance of such Services up to the effective date of termination for which Contractor has not previously been paid. In the event of termination under this Section, City shall also pay Contractor for all Products, associated materials, and hardware delivered to City site under this Agreement that City deems usable.

17. Contractor's Knowledge of Conditions. By executing this Agreement, Contractor warrants that Contractor has visited or has been provided the opportunity to visit the Project site(s), and, to the extent readily ascertainable without invasive or exhaustive investigation, has become familiar with the local conditions under which the work is to be performed, and has taken into consideration these factors in submitting its Project proposal and Scope of Services. This provision does not include subsurface conditions not visible to Contractor and not shown on the contract plans or City-supplied borings.

18. Warranty. For all Products provided to the City as part of this Agreement, Contractor warrants as follows: Contractor possesses good title to the Products and the right to transfer ownership of the Products to the City; the product shall be delivered to the City free from any security interest or other lien; the Products meet all specifications contained herein and are fit for their intended purpose(s); and, the Products and the Services shall be free from material defects in materials and workmanship under normal use for a period of not less than one (1) year from the date of delivery and completion of the work. The foregoing warranty is in addition to any and all manufacturers' warranties. All other warranties applicable to the equipment and materials purchased by City pursuant to this Agreement shall be as specified in Exhibit A.

19. Representations. Each party represents as follows: (a) that it has full power and authority to execute, deliver and perform its obligations under this Agreement; (b) that there are no actions, proceedings or investigations, pending or, to the best of each party's knowledge, threatened against such party which may in any manner whatsoever materially affect the enforceability of this Agreement or the rights, duties and obligations of the parties hereunder; and (c) that the execution, delivery and performance of this Agreement will not constitute a breach or default under any agreement, law or court order under which such party is a party or may be bound or affected by or which may affect the rights, duties and obligations hereunder.

20. Assignment. Contractor shall not assign or transfer this Agreement without the City's prior, written consent.

21. Force Majeure. Neither party shall be responsible for delays in performance caused by unforeseeable events beyond the control and without the fault or negligence of the parties, including but not limited to acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, and/or freight embargoes. Contractor's lack of funding for any reason shall not be a force majeure. If Contractor claims force majeure, City shall ascertain the facts and extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the City such delay is justified. In no event shall Contractor be entitled to recover damages against City for any delay in performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

22. Miscellaneous Provisions.

22.1 Recitals. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference into this Agreement.

22.2 Compliance with all Laws. Contractor shall at its sole cost and expense comply with all applicable statutes, ordinances, codes, and regulations throughout the term of this Agreement.

22.3 Waiver. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

22.4 Integrated Contract. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein.

22.5 Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Agreement and the Scope of Services or any other attachments or exhibits hereto, the terms of this Agreement shall govern.

22.6 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

22.7 Amendments. This Agreement may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

22.8 Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

22.9 Controlling Law and Venue. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this

Agreement shall be adjudicated in a court of competent jurisdiction in the County of Riverside, State of California.

22.10 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex, age or any other impermissible basis under law.

22.11 Attorneys' Fees. In any litigation or other proceeding by which a party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to all other relief to which that party may be entitled.

22.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which together shall constitute one (1) and the same instrument.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first written above.

CITY OF TEMECULA

Jessica Alexander
Mayor

Attest

Randi Johl, MMC
City Clerk

Approved As to Form:

Peter M. Thorson
City Attorney

RAIN DROP PRODUCTS, LLC

By: 
Name: Mark Williams
Title: President/ CEO

By: 
Name: Greg Holt
Title: Project Manager

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE

PROPOSAL



Reference: 1961711
 Project Name: MARGARITA PARK RESERVOIR
 Salesperson: Steven Bearden

Date: 11/24/2025

To: STACY FOX
 Purchaser: City of Temecula
 Billing Address: 41000 MAIN STREET
 Temecula, CA 92590

First Shipment Address:
 City of Temecula
 41000 MAIN STREET
 Temecula, CA 92590

Quantity	Item # <i>Click on item # to view cut sheet</i>	Item Description	GPM (Ea) <i>(If Applicable)</i>	Unit Price	Extended Amt
1.00	/RSVR-C4500-13479	4500 GAL CONCRETE RSVR 13479		\$40,685.00	\$40,685.00
1.00	<u>BASN-DVTR-1004-E-SDMT</u>	BASIN DIVERTER W/SEDIMENT TRAP-10" DRAIN LINE & 4" STORM LINE		\$11,035.00	\$11,035.00
12.00	BASN-DVTR-EXT-IN-001	BASIN DIVERTER EXTENSION BY INCH		\$150.00	\$1,800.00
1.00	ZPD-HND-EXT-036	HANDLE		\$295.00	\$295.00
1.00	INSTALLATION SERVICES /INSTALL-1961711	INSTALLATION FOR 1961711		\$251,940.00	\$251,940.00
SCOPE OF WORK					
1. Scope of work includes prevailing wage rates. Contractor is non-union.					
2. Job site mobilization.					
3. Demo and remove existing concrete adjacent to the existing rain diverter.					
4. Demo and remove existing rain diverter.					
5. Fill existing below ground tank with ¾" gravel and abandon in place.					
6. Excavate and set new splash pad tank in location outside of fenced area. Includes gravel bed base and crane to off load and set tank.					
7. Intercept and re-route plumbing to new tank location, includes 10" return line from pad, 6" feature suction line and 3" filter suction and return line. All pipes to be schedule 80 PVC.					
8. Repour concrete areas back, limits of pour to be coordinated in the field.					
9. Reroute and hook up any electrical and make up water.					
*					
PROJECT SPECIFIC EXCLUSIONS:					
1. Re-turf of surrounding area not included.					
2. Work area fencing not included.					
3. Removal and replacement of existing fencing not included.					
4. Haul off of excess soil not included.					
5. Permit fees, plan check fees and any other fees associated with public agencies not included.					
6. Dust control, fencing, permit costs, surveying, cost of inspections and swpps are excluded unless noted above					
7. Bonds of any kind are excluded					
*					
FREIGHT IS FOR RAIN DIVERTER, EXTENTIONS AND HANDLE					
RESERVOIR IS SOURCED LOCALLY BY CONCRETE COMPANY					
Sales Tax is based on the equipment provided by Rain Drop Products and does NOT include tax on installation.					
1.00	/PERFBOND-1961711	PERFORMANCE BOND FOR 1961711		\$8,653.37	\$8,653.37

2121 Cottage St. Ashland, Ohio 44805 • Phone 800-343-6063 • Fax 419-496-0711 • www.rain-drop.com

EXHIBIT A
SCOPE OF SERVICES AND FEE SCHEDULE (CONTINUED)

PROPOSAL



Reference: 1961711
Project Name: MARGARITA PARK RESERVOIR
Salesperson: Steven Bearden

Quote Duration-60 Days



Contract #-010521-RDP

Inquire about our nationwide cooperative purchasing programs!

Payment Terms: Net 30

Estimated Delivery Date upon placement of Order:

See the following pages for General Terms, Conditions and Warranty related to this Proposal

Total Order	\$314,408.37
Less discount at a rate of 10.00%	-\$31,440.84
Freight to Temecula, CA	\$650.00
Taxes - See General Terms, Conditions and Warranty	\$4,896.15
Net Order	\$288,513.68

2121 Cottage St. Ashland, Ohio 44805 • Phone 800-343-6063 • Fax 419-496-0711 • www.rain-drop.com

EXHIBIT B

PERFORMANCE BOND

**CITY OF TEMECULA, DEPARTMENT OF PUBLIC
WORKS BOND NO.**

PERFORMANCE BOND

FOR

**THE RESERVOIR AND RELATED EQUIPMENT AT THE EAGLE SOAR
PLAYGROUND SPLASH PAD AT MIKE NAGGAR COMMUNITY PARK**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the City of Temecula, State of California, entered into a Contract on this _____ day of _____, 20____, hereinafter called "Contract," with

NAME AND ADDRESS OF CONTRACTOR

(hereinafter called "Principal"), for the work described as follows:

_____, and

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

NOW, THEREFORE, WE, the Principal, and

NAME AND ADDRESS OF SURETY

are duly authorized to transact business under the laws of the State of California, as Surety (hereinafter called "Surety"), are held and firmly bound unto the City of Temecula in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum 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 the Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall

indemnify and save harmless the City of Temecula, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

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

The 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 thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work, or to the Specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(Seal)

PRINCIPAL

By: _____
Name:
Title:

By: _____
Name:
Title:

SURETY

By: _____
Name:
Title:

By: _____
Name:
Title:

(Seal)

SURETY:

PRINCIPAL:

By: _____ By: _____

(Name)

(Name)

(Title)

(Title)

By: _____

APPROVED AS TO FORM:

(Name)

(Title)

[NOTE: If Party is a corporation, the corporation must be represented by two individuals who shall execute this Surety Bond on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). See California Corporations Code section 313. A corporate resolution designating an individual officer to execute Surety Bonds on behalf of the corporation will be accepted. If the Party is a limited liability company, then the managing member shall represent the Party and execute the Surety Bond on behalf of the limited liability company. If the Party is a partnership, the managing partner shall execute the Surety Bond on behalf of the partnership.]

ATTACH NOTARIAL ACKNOWLEDGEMENT FOR BOTH THE SURETY AND PRINCIPAL SIGNATURES

EXHIBIT C

LABOR AND MATERIALS BOND

CITY OF TEMECULA, DEPARTMENT OF PUBLIC WORKS

BOND NO. _____

LABOR AND MATERIALS BOND

FOR

**THE RESERVOIR AND RELATED EQUIPMENT AT THE EAGLE SOAR
PLAYGROUND SPLASH PAD AT MIKE NAGGAR COMMUNITY PARK**

KNOW ALL PERSONS BY THESE PRESENT:

THAT, WHEREAS, the City of Temecula has awarded to
_____, 2025 entitled “**AGREEMENT FOR**
_____, 2025 entitled “**AGREEMENT FOR**
_____” (“Contract”); and

WHEREAS, said Contractor is required by the provisions of Sections 9550 of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

NAME AND ADDRESS OF SURETY

duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called “Surety,” are held and firmly bound unto the City of Temecula, California, and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the aforesaid Contract and referred to in Division 4, Part 6, Title 3 of the Civil Code, in the penal sum of One Hundred Twenty Six Thousand Nine Hundred Eighty Dollars and Sixty-One Cents (\$126,980.61), lawful money of the United States, said sum being not less than one hundred (100%) of the estimated amount payable by the said City of Temecula under the terms of the Contract, for the payment of which 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, or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for, or about the performance of the work under the Contract 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 such work or labor, as required by the provisions of Title 3 of Part 6 of Division 4 of the Civil Code, Public Work of Improvement, and its successor, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

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

This bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code.

The 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 thereunder, or to the specifications accompanying the same, shall in any way affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration, or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 2025.

(Seal)

PRINCIPAL

By: _____

Name:

Title:

By: _____

Name:

Title:

SURETY

By: _____

Name:

Title:

By: _____

Name:

Title:

[NOTE: If Party is a corporation, the corporation must be represented by two individuals who shall execute this Surety Bond on behalf of the corporation as follows: (A) one from the corporation's "Operational Group" (Chair of the Board, President, or a Vice-President) and; (B) one from the corporation's "Financial Group" (Secretary, Assistant Secretary, Chief Financial Officer, Treasurer or Assistant Treasurer). See California Corporations Code section 313. A corporate resolution designating an individual officer to execute Surety Bonds on behalf of the corporation will be accepted. If the Party is a limited liability company, then the managing member shall represent the Party and execute the Surety Bond on behalf of the limited liability company. If the Party is a partnership, the managing partner shall execute the Surety Bond on behalf of the partnership.]

ATTACH NOTARIAL ACKNOWLEDGEMENT FOR BOTH THE SURETY AND PRINCIPAL SIGNATURES