

**AGREEMENT FOR CONTRACTOR SERVICES BETWEEN
CITY OF TEMECULA AND DOWNSTREAM SERVICES, INC.**

TRASH CAPTURE FILTER DEVICE INSTALLATION

THIS AGREEMENT is made and effective as of **February 25, 2025** between the **City of Temecula** , a municipal corporation (hereinafter referred to as "City"), and **DownStream Services, Inc.** a **Corporation** (hereinafter referred to as "Contractor"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on **February 25, 2025**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **February 11, 2026**, unless sooner terminated pursuant to the provisions of this Agreement.

The City may, upon mutual agreement, extend the contract for **one (1) additional one (1)** year term. In no event shall the contract be extended beyond **February 25, 2026**.

2. SCOPE OF WORK

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a one-time contractual relationship between the City and the Contractor for the **installation of EnviroPod trash capture filter devices Citywide** (Work). The Work under this Agreement is non-exclusive and the City reserves the right to hire other Contractors to perform similar work. The full scope of work is set forth in Exhibit "A", Tasks to be Performed / Scope of Work, attached hereto and incorporated herein as though set forth in full.

3. PAYMENT

The City agrees to pay the Contractor an amount that shall not exceed **One hundred twenty thousand three hundred eighty-four dollars and zero cents (\$120,384.00)** for **installation of EnviroPod trash capture filter devices**, as described in the Payment Schedule (Exhibit B). Payment will be made within thirty (30) business days following the receipt of invoice as to all non-disputed fees.

The Director of Public Works may approve additional work up to ten percent (10%) of the amount of the Agreement as approved by City Council. Any additional work in excess of this amount shall be approved by the City Council.

4. PERFORMANCE

Contractor shall faithfully and competently exercise the ordinary skill and competence of members of their profession. Contractor shall employ all generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement. Contractor shall cause a full-time experienced Superintendent to be present on the site during all installation to oversee and supervise the Work.

5. PREVAILING WAGES

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 Agreement 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.

6. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

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>

7. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished by the Contractor for the Work. The Work shall be subject to final inspection and testing by the City and its authorized representatives upon installation. Work performed and completed is subject to the approval and acceptance of the City or its authorized representatives notwithstanding any payments or other prior inspections.

8. NON-ASSIGNABILITY

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

9. INDEPENDENT CONTRACTOR

The Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the Work under this Agreement on behalf of the Contractor shall at all times be under the exclusive direction and control of the Contractor.

10. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of all local, State and Federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such ordinances, laws, regulations, and procedures. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this section.

11. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the Work described in this Agreement.

12. INDEMNIFICATION

The Contractor agrees to defend, indemnify, protect and hold harmless City of Temecula, Temecula Community Services District, and/or Redevelopment Agency of the City of Temecula, 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 Contractor'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.

13. INSURANCE REQUIREMENTS

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.

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

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.

2) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code8) 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.

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

it's employees. Pursuant to Labor Code Section 1861, Contractor 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 workers' 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.

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

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

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 Contractor 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.

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 Incubator Client's insurance and shall not contribute with it. This also applies to any Excess or Umbrella liability policies.

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.

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.

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.

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 Incubator Client.

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.

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.

d. 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.

e. 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 Contractor 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.

f. 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.

14. TERMINATION OR SUSPENSION

This Agreement may be terminated or suspended at any time, for any reason, with or without cause at the sole and exclusive discretion of the Director of Public Works, without default or breach of this Agreement by the City.

15. UTILITY LOCATION

The Contractor acknowledges its responsibilities with respect to locating utility facilities pursuant to California Government Code Section 4215.

16. GOVERNING LAW

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with geographic jurisdiction over the City of Temecula. In the event such litigation is filed by one party against the other to enforce its rights under this Agreement, the prevailing party, as determined by the Court's judgment, shall be entitled to reasonable attorney fees and litigation expenses for the relief granted.

17. ENTIRE AGREEMENT

This is the entire Agreement between the parties regarding the Work required by this Agreement. Any modification or amendment of this Agreement shall not be effective unless in writing and assigned by the parties to this Agreement.

18. LABOR AND MATERIAL BONDS

Within ten (10) business days from the City Manager approval of this Agreement, Contractor shall provide the City with a Labor and Materials Bond to secure payment to any contractor, sub-contractor persons renting equipment, or furnishing labor or materials for the work required to be constructed or installed pursuant to this Agreement in the additional amount of the Agreement. The bond shall be in substantially the form attached as Exhibit C, incorporated herein by this reference, and approved by the City Attorney. The surety shall be a surety admitted in the State of California and approved by the City.

19. PERFORMANCE BOND

Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City in Exhibit D. No payment will be made to Contractor until it has been received and approved by the City.

20. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder. The City Manager is authorized to enter into an amendment on behalf of the City to make the following non-substantive modifications to the agreement: (a) name changes; (b) extension of time; (c) non-monetary changes in scope of work; (d) agreement termination.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF TEMECULA

Downstream Services, Inc.

By: _____
Brenden Kalfus, Mayor

By:  _____
Loren Wynne, President

ATTEST:

By: _____
Randi Johl, City Clerk

By: _____

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Downstream Services, Inc.

Rebecca Raedel

2855 Progress Place Escondido, CA 92029

(760) 746-2544

RebeccaR@DownstreamService.com

Exhibit "A"

All tasks to be performed are per the proposal provided by the Contractor attached hereto and incorporated herein as though set forth in full.

Contractor's License #807953
 DIR Registration #1000004632
 Certified SBE #30938

DownStream
Services, Inc.
 2855 Progress Place, Escondido, CA 92029
 Office: (760) 746-2544 | Fax: (760) 746-2667
 Robert Carr | Direct: (760) 975-5686
RobertC@downstreamservices.com

Exhibit "B" Payment Schedule

To:	City of Temecula	Date:	12/6/2024		
Attn:	Stormwater Division	Project Name:	Installation of EnviroPod Trash Capture Devices		
Address:		Project Location:	Various Locations in Temecula, CA		
		Email:	cleanwater@temecula.gov		
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	ITEM TOTAL
1	Curb Inlet Filter w/ Trough Installation - 4 ft. to 8 ft. Trough	37.0	EA	\$ 1,141.00	\$ 42,217.00
2	Curb Inlet Filter w/ Trough Installation - 10 ft. to 13 ft. Trough	18.0	EA	\$ 1,597.00	\$ 28,746.00
3	Curb Inlet Filter w/ Trough Installation - 21 ft. to 24 ft. Trough	4.0	EA	\$ 2,661.00	\$ 10,644.00
4	Curb Inlet Filter w/ Trough Installation - 32 ft. Trough	1.0	EA	\$ 3,991.00	\$ 3,991.00
5	Curb Inlet Filter Installation - NO Trough	6.0	EA	\$ 667.00	\$ 4,002.00
6	Grated "Drop-in" Style Filter Installation	57.0	EA	\$ 400.00	\$ 22,800.00
7	Combo or "Other" Inlet Filter Installation	8.0	EA	\$ 998.00	\$ 7,984.00
<i>* Cleaning the inlets prior to installation is included in the installation cost.</i> <i>* Traffic control is included in the installation cost</i> <i>* Removal of approximately (15) existing filters prior to installation is included in the installation cost.</i>					
TOTAL COST					\$ 120,384.00

TERMS AND CONDITIONS:

- 1) A 15% markup applies to work scheduled between the hours of 5 PM and 5 AM.
- 2) Proposal is based on the award of all quantities quoted; change in quantities may result in additional cost.
- 3) Unit price to prevail. If there is a change in quantities, pricing will need to be adjusted.
- 4) Prices are based on plans and specifications provided.
- 5) All permits, inspection fees, and engineering fees shall be paid for by others.
- 6) Client shall provide adequate access for crew and equipment.

INCLUSIONS:

- 1) Mobilization and travel of crew and equipment.
- 2) Confined Space Entries.
- 3) DSI will clean the inlets prior to installation.
- 4) DSI will dispose of the non-hazardous material cleaned out of the inlets.
- 5) Removal of existing filters prior to installation - assumed +/- 15 total.
- 6) Traffic control.

EXCLUSIONS:

- 1) Residential notifications.
- 2) Landscape clearing, replacement or repairs.
- 3) Clearing and grubbing.
- 4) Permits and licenses.
- 5) City, state or federal fees or permits.
- 6) Disposal of hazardous materials.
- 7) Third party material sampling and testing.
- 8) This proposal is for the installation of Litta Trap products only and does not include the material cost for the actual filters.

EXHIBIT "C"

CITY OF TEMECULA
DEPARTMENT OF PUBLIC WORKS

BOND NO. 30237277

LABOR AND MATERIALS BOND
FOR
TRASH CAPTURE FILTER INSTALLATION
PROJECT NO. SW25-0305

BOND NO. 30237277

Premium is included in Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the City of Temecula has awarded to:

DOWNSTREAM SERVICES, INC
2855 PROGRESS PLACE
ESCONDIDO, CA 92029

Hereinafter called "Contractor," a contract for the work described as follows:

TRASH CAPTURE FILTER INSTALLATION, **PROJECT NO. SW25-0305**, hereinafter called "Contract," and

WHEREAS, said Contractor is required by the provisions of Sections 3247-3252 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 **Western Surety Company, 2 Park Plaza, Suite 400, Irvine, CA 92614** 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 Section 9100 of the Civil Code, in the penal sum of **One hundred twenty thousand three hundred eighty-four dollars and zero cents (\$120,384.00)**, 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 Section 13020 of the

Unemployment Insurance Code, with respect to such work or labor, as required by Section 9550 et. seq. of the Civil Code, 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 the **24th of January, 2025.**

(Seal)



Western Surety Company
SURETY

By: _____

Lawrence F. McMahon

(Name)

Attorney-in-Fact

(Title)

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

Downstream Services, Inc.
PRINCIPAL

By: _____

Loren Wynne

President

By: _____

(Name)

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 San Diego)

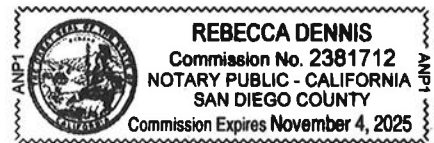
On January 30, 2025 before me, Rebecca Dennis, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Rebecca Dennis (Seal)



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 San Diego)

On JAN 24 2025 before me, Maria Guise, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Maria Guise*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, Sarah Myers, Janice Martin, Christopher J Conte, Lilia De Loera, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of July, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat

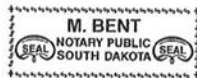
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of January, 2025



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary

EXHIBIT "D"

**CITY OF TEMECULA
DEPARTMENT OF PUBLIC WORKS
BOND NO. 30237277**

Premium: \$1,445.00
Subject to adjustment based
on final contract price

**PERFORMANCE BOND
FOR
TRASH FILTER CAPTURE INSTALLATION
PROJECT NO. SW25-0305**

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, WHEREAS, the City of Temecula, State of California, entered into a contract on this 11th day of February, 2025, hereinafter called "Contract," with:

**DOWNSTREAM SERVICES, INC
2855 PROGRESS PLACE
ESCONDIDO, CA 92029**

Hereinafter called "Principal," for the work described as follows:

TRASH CAPTURE FILTER INSTALLATION, PROJECT NO. SW25-0305, 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 **Western Surety Company** 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 **One hundred twenty thousand three hundred eighty-four dollars and zero cents (\$120,384.00)**, 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 the **24th** of **January**, **2025**.

(Seal)
Western Surety Company
SURETY
By: _____
Lawrence F. McMahon
(Name)
Attorney-in-Fact
(Title)

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

Downstream Services, Inc.
PRINCIPAL
By: _____
Loren Wynne

President
By: _____
(Name)

(Title)



Attach Notarial Acknowledgement or Jurat for both the Surety and Principal Signatures

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 San Diego)

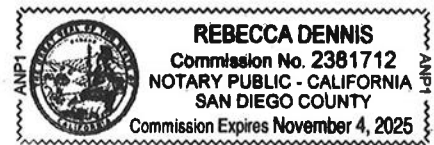
On January 30, 2025 before me, Rebecca Dennis, Notary Public,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Rebecca Dennis (Seal)



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 San Diego)

On JAN 24 2025 before me, Maria Guise, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Lawrence F. McMahon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Maria Guise
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Lawrence F Mc Mahon, Sarah Myers, Janice Martin, Christopher J Conte, Lilia De Loera, Individually

of San Diego, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 16th day of July, 2021.



WESTERN SURETY COMPANY

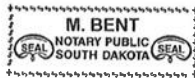
Paul T. Bruflat

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 16th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent

M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of January, 2025.



WESTERN SURETY COMPANY

L. Nelson

L. Nelson, Assistant Secretary



CORPORATE RESOLUTION
OF
DOWNSTREAM SERVICES, INC.

We, the undersigned, being all the Directors and Shareholders of Downstream Services, Inc., organized and existing under the laws of California, and having its principal place of business at 2855 Progress Place, Escondido, California 92029 (the "Corporation"), hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Directors and Shareholders of the Corporation duly held and convened on January 1, 2024, at which a quorum of the Board of Directors was present and voting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect.

Therefore, it is resolved:

To remove Wilma Roberts and appoint Loren Wynne (formerly Roberts) as President, Chief Executive Officer, Chief Financial Officer, and Secretary, and authorized signatory to the Corporation.

To remove Victor Roberts and appoint Clark Roberts as Vice President, and additional signatory to the Corporation.

To appoint Wilma Roberts as Director.

To appoint Victor Roberts as Director.

By affirmative votes noted as signatures below, a majority vote of the Members of Downstream Services, Inc. with authority to bind the Company approves the form and content of this resolution, to be effective immediately.

DIRECTORS

Wilma Roberts, Director

1/1/2024

Date

Victor Roberts, Director

1/1/2024

Date

SHAREHOLDERS

Loren Wynne, President

1/1/2024

Date

Clark Roberts, Vice President

1/1/2024

Date



CORPORATE RESOLUTION
OF
DOWNSTREAM SERVICES, INC.



[CORPORATE SEAL]

CERTIFICATE OF SECRETARY

The Secretary of the Corporation hereby certifies that he/she is the duly elected and qualified Secretary of Downstream Services, Inc. and certifies that the above is a true and correct record of the resolution that was duly adopted by the Directors and Shareholders of the Corporation on January 01, 2024.

A handwritten signature in black ink, appearing to read "Loren Wynne", written over a horizontal line.

Loren Wynne, Secretary