

**AGREEMENT FOR MINOR MAINTENANCE SERVICES BETWEEN
CITY OF TEMECULA AND MIKO MOUNTAIN LION, INC.**

ON-CALL EXCAVATION, BACKFILL, AND GRADING MAINTENANCE SERVICES

THIS AGREEMENT is made and effective as of **February 28, 2023**, between the **City of Temecula**, a municipal corporation (hereinafter referred to as "City"), and **Miko Mountain Lion, 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 28, 2023**, and shall remain and continue in effect until tasks described herein are completed, but in no event later than **June 30, 2028**, unless sooner terminated pursuant to the provisions of this Agreement.

The Agreement price shall be adjusted at the beginning of each fiscal year in accordance with the changes in the Consumer Price Index (CPI) for all Urban Consumers for the Riverside-San Bernardino-Ontario Core Based Statistical Area using the most recently published month annual percentage change.

2. SCOPE OF WORK

Contractor shall perform all of the work described in the Scope of Work, attached hereto and incorporated herein as Exhibit A. ("Work"), and shall provide and furnish all the labor, materials, necessary tools, expendable equipment, and all utility and transportation services required for the Work. All of said Work to be performed and materials to be furnished for the Work shall be in strict accordance with the specifications set forth in the Scope of Work, Exhibit A. No work requested by the Director of Public Works under this Agreement shall exceed sixty thousand dollars (\$60,000). For any work requested by the Director of Public Works that exceeds twenty-five thousand dollars (\$25,000), the Contractor shall post a payment bond as required by Civil Code Section 9550.

3. PAYMENT

a. The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B, Payment Rates and Schedule, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. Any terms in Exhibit B, other than the payment rates and schedule of payment, are null and void. This amount shall not exceed **One Million Dollars (\$1,000,000)** for the total term of this agreement unless additional payment is approved as provided in this Agreement.

b. Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City Manager. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

c. Contractor will submit invoices monthly for actual services performed. Invoices shall be submitted between the first and fifteenth business day of each month, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees, it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. For all reimbursements authorized by this Agreement, Contractor shall provide receipts on all reimbursable expenses in excess of fifty dollars (\$50) in such form as approved by the Director of Finance.

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.

5. CITY APPROVAL

All labor, materials, tools, equipment, and services shall be furnished and work performed and completed subject to the approval of City or its authorized representatives.

6. WAIVER OF CLAIMS

On or before making final request for payment under Paragraph 3 above, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Agreement. The acceptance by Contractor of the final payment shall constitute a waiver of all claims against City under or arising out of this Agreement, except those previously made in writing and request for payment. Contractor shall be required to execute an affidavit, release and indemnify Agreement with each claim for payment.

7. 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.

8. 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>

9. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

a. The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

b. In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor will submit an invoice to the City, pursuant to Section entitled "PAYMENT" herein.

10. DEFAULT OF CONTRACTOR

a. The Contractor's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Contractor is in default for cause under the terms of this Agreement, City shall have no obligation or duty to continue compensating Contractor for any work performed after the date of default and can terminate this Agreement immediately by written notice to the Contractor. If such failure by the Contractor to make progress in the performance of work hereunder arises out of causes beyond the Contractor's control, and without fault or negligence of the Contractor, it shall not be considered a default.

b. If the City Manager or his delegate determines that the Contractor is in default in the performance of any of the terms or conditions of this Agreement, it shall serve the Contractor with written notice of the default. The Contractor shall have ten (10) days after service upon it of said notice in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

11. INDEMNIFICATION

The Contractor 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 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.

12. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, or employees.

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

1) Insurance Services Office Commercial General Liability Form No. CG 00 01 11 85 or 88.

2) Insurance Services Office Business Auto Coverage form CA 00 01 06 92 covering Automobile Liability, code 1 (any auto). If the Contractor owns no automobiles, a non-owned auto endorsement to the General Liability policy described above is acceptable.

3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance. If the Contractor has no employees while performing under this Agreement, worker's compensation insurance is not required, but Contractor shall execute a declaration that it has no employees.

b. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1) General Liability: Two Million (\$2,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2) Automobile Liability: One Million (\$1,000,000) per accident for bodily injury and property damage.

3) Worker's Compensation insurance is required only if Contractor employs any employees. Contractor warrants and represents to the City of Temecula, Temecula Community Services District, and/or the Successor Agency to the Temecula Redevelopment Agency that it has no employees and that it will obtain the required Worker's Compensation Insurance upon the hiring of any employees.

c. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions shall not exceed Twenty-Five Thousand Dollars and No Cents (\$25,000).

d. Other Insurance Provisions. The general liability and automobile liability 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 insured's, as respects: liability arising out of

activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City of Temecula, the Temecula Community Services District, and the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees or volunteers.

2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City of Temecula, the Temecula Community Services District, the Successor Agency to the Temecula Redevelopment Agency, their officers, officials, employees and volunteers. Any insurance or self-insured 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.

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

4) 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.

5) Each insurance policy required by this agreement shall be endorsed to state: should the policy be canceled before the expiration date the issuing insurer will endeavor to mail thirty (30) days' prior written notice to the City.

6) 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.

e. Acceptability of Insurers. Insurance is to 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.

f. Verification of Coverage. Contractor shall furnish the City with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. All endorsements are to be received and approved by the City before work commences. As an alternative to the City's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

g. By executing this Agreement, Contractor hereby certifies:

I am aware of the provision of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workman's Compensation or 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.

13. TIME OF THE ESSENCE

Time is of the essence in this Agreement.

14. INDEPENDENT CONTRACTOR

a. Contractor is and shall at all times remain as to the City a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner.

b. No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

15. 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 and regulations. 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.

16. CONTRACTOR'S INDEPENDENT INVESTIGATION

No plea of ignorance of conditions that exist or that may hereafter exist or of conditions of difficulties that may be encountered in the execution of the work under this Agreement, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by City for purposes of letting this Agreement out to proposal will be accepted as an excuse for any failure or omission on the part of the Contractor to fulfill in every detail all requirements of this Agreement. Nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

17. PROHIBITED INTEREST

No officer, or employee of the City of Temecula that has participated in the development of this agreement or its approval shall have any financial interest, direct or indirect, in this Agreement, the proceeds thereof, the Contractor, or Contractor's sub-contractors for this project, during his/her tenure or for one year thereafter. The Contractor hereby warrants and represents to the City that no officer or employee of the City of Temecula that has participated in the development of this agreement or its approval has any interest, whether contractual, non-contractual, financial or otherwise, in this transaction, the proceeds thereof, or in the business of the Contractor or Contractor's sub-contractors on this project. Contractor further agrees to notify

the City in the event any such interest is discovered whether or not such interest is prohibited by law or this Agreement.

18. BOOKS AND RECORDS

Contractor's books, records, and plans or such part thereof as may be engaged in the performance of this Agreement, shall at all reasonable times be subject to inspection and audit by any authorized representative of the City.

19. UTILITY LOCATION

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

20. REGIONAL NOTIFICATION CENTERS

Contractor agrees to contact the appropriate regional notification center in accordance with Government Code Section 4215.

21. DISCRIMINATION

Contractor represents that it has not, and agrees that it will not, discriminate in its employment practices on the basis of race, creed, religion, national origin, color, sex, age, or handicap.

22. WRITTEN NOTICE

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, that provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by Notice. Notice shall be effective upon delivery to the addresses specified below or on the third business day following deposit with the document delivery service or United States Mail as provided above.

Mailing Address: City of Temecula
Attn: City Manager
41000 Main Street
Temecula, CA 92590

To Contractor: **Miko Mountain Lion, Inc.**
Attn: Mike Monteleone, Jr.
3065 Mickelson Way
Murrieta, CA 92563

23. ASSIGNMENT

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. Upon termination of this Agreement, Contractor's sole compensation shall be payment for actual services performed up

to, and including, the date of termination or as may be otherwise agreed to in writing between the City Council and the Contractor.

24. 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 services described in this Agreement.

25. 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.

26. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

27. 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.

28. 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

MIKO MOUNTAIN LION, INC.

(Two Signatures of corporate officers required unless corporate documents authorize only one person to sign the agreement on behalf of the corporation.)

By: _____
Zak Schwank, Mayor

By: 

Mike Monteleone Jr., CEO

ATTEST:

By: _____
Randi Johl, City Clerk

By: 

Mike Monteleone Sr., Vice President

APPROVED AS TO FORM:

By: _____
Peter M. Thorson, City Attorney

CONTRACTOR

Miko Mountain Lion, Inc.

Contact Person: Mike Monteleone Jr.

3065 Mickelson Way

Murrieta, CA 92563

Phone Number: (951) 852-5006

mikomountainlion@gmail.com

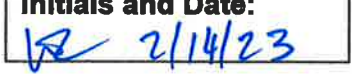
City Purchasing Mgr.
Initials and Date:


EXHIBIT "A"

SCOPE OF WORK

Contractor recognizes and agrees that this Agreement is for the purpose of establishing a contractual relationship between the **City of Temecula** and the Contractor, for future on-call excavation, backfill, and grading maintenance services at the various locations upon real and personal property of the City. Work will include maintenance services, and emergency call-out. The procedure for assigning work is set forth as follows:

1. The City Manager or his designee shall submit to Contractor a written "Request for Work". The Request for Work shall include a description of the work to be completed, the time for completion of the work, and the plans and specifications, if any, work.

2. Within five (5) business days of the date of the Request for Work, Contractor shall respond in writing to the Request for Work and advise the City Manager whether it can perform the work and specify the cost of material which will be required and the estimated cost of labor and equipment necessary to complete the work in accordance with the labor and equipment rates set forth in Exhibit "B" to this Agreement.

3. In the event emergency work is required, the City Manager may transmit the Request for Work orally to the Contractor. As soon as practical following the emergency, the Contractor and Director shall in good faith confirm in writing the scope of the emergency work undertaken.

4. Upon acceptance of the Contractor's response by the City Manager, the Contractor shall proceed with the work. The performance of the work shall be pursuant to the terms of this Agreement.

The work to be done consists of furnishing all materials, equipment, tools, labor and incidentals as required by the Agreement Documents for the above-stated services. The general items include excavation, backfill, and grading maintenance services to the City. Work shall be in accordance with the Standard Specifications for Public Works Construction ("Greenbook").

1. Work may include:
 - Emergency response
 - Concrete flat work
 - Earthwork
 - Debris removal
 - Traffic control
 - Guardrail work
 - Channel work and repairs
 - Storm drain and/or drain line work

- Catch basin repairs and maintenance
 - Downspout work
 - Aggregate delivery/purchase
 - Additional excavation, grading, and backfill services as requested by City staff
2. Earthwork:
 - Create and maintain a safe work site;
 - Minimize risk of damage to equipment and facilities;
 - Plan the project to minimize unplanned utility outages;
 - Assign appropriate responsibilities to specific individuals;
 - Prepare appropriate scope of work for requested tasks;
 - Assure the earthwork is uses the appropriate techniques and equipment;
 - Report immediately to the City any damaged utilities.
 - The earthwork covers excavation, moving and placing of materials forming the surface of the earth (including construction water) in such a manner that the cut, fill, excavation, trench, backfill, or any similar operation can be executed with the use of commonly used for these types of operations and may include clearing, grubbing, and erosion control activities.
 3. Upon project completion, remove all marker flags/cones and ensure the project area has been cleared of debris and returned to service.
 4. Public Safety:
 - The Contractor shall conduct maintenance operations so as to minimize inconvenient to the public and to abutting property owners.
 - Any materials or equipment brought to the site for use during any day shall be placed where it will not interfere with the free and safe passage of traffic and pedestrians.
 - The Contractor shall correct any hazardous condition immediately. If the Contractor fails to correct the hazardous condition immediately, the City reserves the right to install or have installed the necessary lights, barricades, etc. The cost involved shall be deducted from any money due or to become due the Contractor.
 5. The Contractor shall implement strategies in work operations to reduce fossil fuel consumption and emissions such as: use hand powered equipment when possible; minimize use of gas-powered blowers; select the smallest, most fuel-efficient equipment to accomplish the work; consider vehicles that operate on natural gas or biodiesel; maintain equipment properly and keep it well-tuned; and emphasize employee carpooling to jobsites.
 6. The Contractor shall use local products and supplies to the extent possible.
 7. The Contractor shall refuel and repair equipment in a safe manner to protect against accidental spills. Limit refueling to specific and limited areas on a site. Measures shall be taken to prevent, control, and clean-up spills. Clean-up shall be immediate, automatic and routine and performed by a trained staff member or a licensed

cleaning company. Contact the local emergency response team agencies to report all minor or major spills.

8. Contractor must have:

- Material safety data sheets (MSDS) available at all times while on the job site;
- Licensed personnel for Traffic Control;
- Provide 24-hour Emergency Service, within 2 hours' response time;
- Ability to perform work at night during grave yard hours at no extra charge;
- Ability to work on weekends and holidays.

EXHIBIT "B"

PAYMENT RATES AND SCHEDULE

Equipment / Position	Rate Per Hour / Regular Rate	Saturday Overtime	Holiday / Sunday Overtime
D4G Dozer	\$ 150.00	\$ 165.50	\$ 182.00
D6RLGP	\$ 195.00	\$ 210.50	\$ 226.50
D6RXL	\$ 200.00	\$ 215.50	\$ 231.50
D6R W/Slope	\$ 245.00	\$ 260.50	\$ 276.50
824 Dozer	\$ 100.00	\$ 115.50	\$ 131.50
D8K	\$ 195.00	\$ 210.50	\$ 226.50
D8R	\$ 265.00	\$ 280.50	\$ 296.50
D9R	\$ 270.00	\$ 285.50	\$ 301.50
D10R	\$ 300.00	\$ 315.50	\$ 331.50
200 Excavator	\$ 225.00	\$ 240.50	\$ 256.50
220 Excavator	\$ 240.00	\$ 255.50	\$ 271.50
350 Excavator	\$ 300.00	\$ 315.50	\$ 331.50
400 Excavator	\$ 320.00	\$ 335.50	\$ 351.50
650 Excavator	\$ 400.00	\$ 415.50	\$ 431.50
430E Backhoe	\$ 205.00	\$ 220.50	\$ 236.50
450E Backhoe	\$ 235.00	\$ 250.50	\$ 266.50
30 MF Skip/Mower	\$ 130.00	\$ 145.50	\$ 161.50
450C Loader	\$ 200.00	\$ 215.50	\$ 231.50
950 Loader	\$ 220.00	\$ 235.50	\$ 251.50
977 Loader	\$ 160.00	\$ 175.50	\$ 191.50
973 Loader	\$ 160.00	\$ 175.50	\$ 191.50
963 Track Loader	\$ 170.00	\$ 185.50	\$ 201.50
12G Motor Grader	\$ 180.00	\$ 195.50	\$ 211.50
140 Motor Grader	\$ 225.00	\$ 240.50	\$ 256.50
623 Scraper	\$ 180.00	\$ 195.50	\$ 211.50
860 Scraper	\$ 110.00	\$ 125.50	\$ 141.50
613 Scraper	\$ 125.00	\$ 140.50	\$ 156.50
657 Push Pull Scraper	\$ 225.00	\$ 240.50	\$ 256.50

EXHIBIT "C"

CITY OF TEMECULA DEPARTMENT OF PUBLIC WORKS

BOND NO. _____

LABOR AND MATERIALS BOND FOR EXCAVATION, GRADING, & BACKFILL

KNOW ALL PERSONS BY THESE PRESENTS:

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

**Miko Mountain Lion, Inc.
3065 Mickelson Way
Murrieta, CA 92563**

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

EXCAVATION, GRADING, & BACKFILL, 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 [INSERT 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 Title 15 of the Civil Code, in the penal sum of [INSERT WRITTEN AND NUMERICAL DOLLAR AMOUNT], 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 Chapter 7 of Title 5 of Part 4 of Division 3 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 3181 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 [INSERT DATE] of [INSERT MONTH], [INSERT YEAR].

(Seal)

SURETY

By: _____

(Name)

(Title)

APPROVED AS TO FORM:

Peter M. Thorson, City Attorney

PRINCIPAL

By: _____

(Name)

(Title)

By: _____

(Name)

(Title)

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