

AGREEMENT FOR PUBLIC WORK

THIS AGREEMENT FOR PUBLIC WORK is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
organized pursuant to a freeholder's charter,
hereinafter referred to as "CITY,"

A
N
D

hereinafter referred to as "CONTRACTOR."

W I T N E S S E T H:

WHEREAS, the City Council of the City of Anaheim has heretofore by resolution, duly passed and adopted, approved and authorized the construction of the public improvement (Project) described in Exhibit A (which Exhibit A is incorporated by reference herein) in accordance with the design, plans, profiles, drawings and/or specifications prepared; and

WHEREAS, the City Council of the City of Anaheim duly caused to be published a notice as required by law on the Publication Dates (see forth in Exhibit A) inviting sealed proposals for the furnishing of all plant, labor, services, materials, and equipment, and all utilities and transportation, including power, fuel and water, and performing all work necessary to construct and complete in a good and workmanlike manner, in strict accordance with said plans and specifications on file in the Office of the City Clerk of the City of Anaheim of Project, which notice specified that such sealed proposals would be received at the Office of the City Clerk up to the hour of 2:00 o'clock P.M., on the Bid Opening Date set forth in Exhibit A and would be opened on said date at the hour of 2:00 o'clock P.M., in public, in the City Council Chamber in the City Hall, City of Anaheim, State of California, by the City Clerk and the City Engineer, and the result of said sealed proposals tabulated by the City Engineer, and reported to the City Council for its consideration at a meeting held no later than thirty days after the bids were opened; and

WHEREAS, said notice did state and declare that pursuant to the provisions of Section 1770 of the Labor Code, the Director of the Department of Industrial Relations had ascertained the prevailing rate of wages in the locality in which this type of labor is to be performed, for each craft or type of workman or mechanic needed to execute the Agreement, and did state that the prevailing hourly wage scale so ascertained is incorporated in the Prevailing Wage Rate Resolution (set forth in Exhibit A), which is on file in the Offices of the City Clerk and City Engineer; and

WHEREAS, the City Engineer did thereupon duly tabulate all of the sealed proposals so received and did make a report to the City Council; and

WHEREAS, the City Council of the City of Anaheim did, at a subsequent regular or adjourned regular meeting held on the Award Date (set forth in Exhibit A), find that the sealed proposal of CONTRACTOR for furnishing of all plant, labor, services, materials and equipment, and all utilities and transportation, including power, fuel and water, and performing all work necessary to construct and complete the Project in strict accordance with the design, plans, profiles and specifications for said Project prepared by Designer, and on file in the Office of the City Clerk of the City of Anaheim, was the lowest responsible proposal submitted for the furnishing of said plant, labor, services, materials and equipment, and all utilities and transportation, including power, fuel and water and performing all work necessary for the construction of said Project as specified in the notice inviting sealed proposals; and

WHEREAS, the City Council of the City of Anaheim did, on the Award Date, adopt the Award Resolution accepting the sealed proposal of, and awarding to, CONTRACTOR the Agreement to furnish all of said plant, labor, services, materials and equipment, and all utilities and transportation, including power, fuel and water, and perform all work necessary to construct and complete the hereinabove described Project in strict accordance with the design, plans, profiles and specifications for said Project prepared by Designer, and on file in the Office of the City Clerk of the City of Anaheim, for the construction and completion of said Project above described, in accordance with the notice inviting sealed proposals, the plans and specifications, the instructions to bidders, and in accordance with the written Agreement to be made and entered into by and between CITY and CONTRACTOR, a copy of which is on file in the Office of the City Clerk of the City of Anaheim.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

FIRST: That the complete Agreement shall consist of and include the following documents, all of which, from 2 to 14 inclusive, shall be, and are hereby, incorporated by reference and made part hereof as fully as if set out in full herein:

1. This Agreement.
2. The resolution adopted by the City Council of the City of Anaheim approving the design, plans and specifications for said Project prepared by Designer and authorizing and approving the construction thereof, together with all addenda thereto and modifications incorporated therein prior to the opening of bids.
3. Prevailing Wage Rate Resolution of the City Council of the City of Anaheim (set forth in Exhibit A).
4. The notice inviting sealed proposals published by the City of Anaheim on the Publication Dates (set forth in Exhibit A).
5. The Instruction to Bidders.
6. The Bid Proposal.
7. The accepted proposal.
8. The design, plans, profiles, drawings and the general specifications and the detail specifications and drawings and all addenda thereto and all modifications incorporated therein prior to the date of the opening of bids as prepared by Designer and on file in the Office of the City Clerk of the City of Anaheim.
9. The Award Resolution adopted by the City of Anaheim, accepting the sealed proposal of CONTRACTOR and awarding the Agreement for the Project.
10. The Bid Security Form for check or bond.
11. The Faithful Performance Bond.
12. The Labor and Material Bond.
13. The Non-Collusion Affidavit.
14. The insurance policies, endorsements and certificates as specified in the notice inviting sealed proposals.

All Agreement documents and plans are intended to be consistent one with the other so that any document or plan called for in any document or plan but not mentioned in any other document or plan is to be executed the same as if mentioned in all Agreement documents and set forth in the specifications and drawings.

SECOND: The said CONTRACTOR agrees to furnish all tools, equipment, apparatus, facilities, plant, labor, services and materials and all utilities and transportation, including power, fuel and water, and to perform all work necessary to construct and complete in a good and workmanlike manner said Project hereinabove mentioned and particularly described, together with the appurtenances thereto, at the location specified in the general and detail plans and specifications and in the manner designated and in strict conformity, with the notice inviting sealed proposals, the proposal submitted and accepted, and said general and detail plans and specifications adopted by the City Council of the City of Anaheim as aforesaid, and all Agreement documents hereinabove referred to. It is understood and agreed that all said plant, labor, services, materials and equipment shall be furnished and said work performed and completed by CONTRACTOR as an independent contractor, subject to the inspection and approval of CITY, its City Engineer, Field Engineers or inspectors or their representatives.

THIRD: For and in consideration of the furnishing by said CONTRACTOR as herein provided of said tools, equipment, apparatus, facilities, plant, labor, services and materials, and utilities and transportation, including power, fuel and water and the performing of all work for the construction, installation and completion in strict accordance with the plans and specifications hereinabove referred to and the Agreement documents of said Project as hereinabove described, together with the appurtenances thereto, said CONTRACTOR shall be entitled to receive and shall be paid by CITY, and CONTRACTOR agrees to accept in full satisfaction therefore the sum (contract price) (set forth in Exhibit A), subject to any additions thereto or deductions there from which may be made in accordance with the provisions of the Agreement documents, which Contract Price shall be paid at the times and in the manner set forth in the specifications and addenda thereto or modifications thereof prepared by Designer prior to the opening of bids.

FOURTH: CONTRACTOR agrees that CONTRACTOR will pay to every laborer or mechanic employed by CONTRACTOR no less than the prevailing rate of per diem wages and rates for work, which rates are set forth in the Prevailing Wage Rate Resolution above-mentioned, and which prevailing rates or wages so ascertained and determined and so specified are incorporated herein by reference and made a part hereof the same as though set out in full herein.

Pursuant to the provisions of Section 1775 of the Labor Code of the State of California, CONTRACTOR shall forfeit as a penalty to CITY the sum of Twenty-Five Dollars (\$25.00) for each calendar day or portion thereof for each laborer, workman or mechanic employed and paid less than the stipulated rates for any work done under the Agreement by CONTRACTOR or any subcontractor under CONTRACTOR in violation of the provisions of this Agreement.

CONTRACTOR agrees to comply with the provisions of Section 1777.5 of the Labor Code of the State of California.

FIFTH: Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no workman employed at any time by CONTRACTOR or by any subcontractor under this Agreement upon the work or upon any part of the work contemplated by this Agreement shall be required or permitted to work thereon any more than eight (8) hours in any one day except as provided in Sections 1810 to 1815, inclusive, of the Labor Code of California, all of the provisions whereof are deemed to be incorporated herein. It is further expressly stipulated that for each and every violation of said last named stipulation, said CONTRACTOR shall forfeit as a penalty to CITY Twenty-Five Dollars (\$25.00) for each workman employed in the execution of this Agreement by CONTRACTOR or any subcontractor under this Agreement, for each calendar day during which any workman is required or permitted to labor more than eight (8) hours in violation of the provisions of said sections of the Labor Code.

CONTRACTOR shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Agreement and shall allow access to the same at any reasonable hour to CITY, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said Labor Code.

SIXTH: CONTRACTOR agrees to commence the work provided for herein immediately upon the receipt of a written NOTICE TO PROCEED from CITY, and to continue in a due and diligent, workmanlike manner, without interruption, and to complete the work within the number of days (Contract Completion Days) set forth in Exhibit A (excluding Saturdays, Sundays and holidays). Delivery of an executed copy of the Agreement shall be completed when an executed copy thereof is delivered personally to CONTRACTOR or its authorized agent or representative, or when a copy thereof, is placed in an envelope addressed to said CONTRACTOR at its address as shown on the first page of this Agreement and deposited in the United States mail at Anaheim, California, with the postage thereon fully prepaid.

CONTRACTOR acknowledges and agrees that time is of the essence in the performance of work provided in the Agreement. CONTRACTOR agrees that all certificates of insurance and bonds (or approved alternative forms of security) required by the Agreement, together with three (3) copies of the Agreement fully executed by CONTRACTOR, (collectively referred to herein as the "Contract, Insurance and Bond Documents") shall be delivered to CITY by CONTRACTOR on or before the twenty-first (21st) calendar day ("Document Deadline Date") following the Award Date set forth in Exhibit A. CONTRACTOR further acknowledges and agrees that no NOTICE TO PROCEED with the work shall be given to CONTRACTOR by CITY until such time as CITY has received and approved said Contract, Insurance and Bond Documents. In the event said Contract, Insurance and Bond Documents are not received by CITY on or before said Document Deadline Date, CONTRACTOR agrees to the deduction of one (1) working day from the number of Contract Completion Days set forth in Exhibit A for every day in delay of receipt by CITY of the Contract, Insurance and Bond Documents beyond the Document Deadline Date. Said deduction shall be alternative to any other remedy available to CITY upon CONTRACTOR'S failure to provide said Contract, Insurance and Bond Documents on or before the Document Deadline Date, including the right of CITY to refuse to execute and deliver the Agreement due to such failure by CONTRACTOR and to take such other action as may be authorized by law. In the event said Contract, Insurance and Bond Documents are not received by CITY on or before the Document Deadline Date, the subsequent delivery of a fully executed copy of this Agreement to CONTRACTOR by CITY shall be deemed an election by CITY to exercise the deduction of working days provision of this Paragraph without further notice to CONTRACTOR being required.

SEVENTH: All tools, equipment, apparatus, facilities, plant, labor, services and materials shall be furnished and work performed and completed subject to inspection, the final approval, and acceptance of CITY or its authorized representatives.

EIGHTH: Should any dispute arise respecting the true value of any work omitted or of any work which CONTRACTOR may be required to do, or respecting the size of any payment to CONTRACTOR during the performance of the Agreement, said dispute shall be decided by the Engineer of CITY, subject to the approval of CITY.

CONTRACTOR shall keep full, true and accurate records of the names and actual hours worked by the respective workers and laborers employed under this Agreement and shall allow access to the same at any reasonable hour to CITY, its agents or representatives and to any person having the authority to inspect the same as contemplated under the provisions of said Labor Code.

NINTH: CONTRACTOR shall at all times maintain proper facilities and provide safe access for inspection by CITY, its engineer or representatives, to all parts of the work and to the jobs wherein the work is in preparation. Where the specifications require work to be specially tested or approved, it shall not be tested without timely notice to CITY of its readiness for inspection and without the approval thereof, or consent thereto by the latter.

TENTH: CONTRACTOR hereby releases and agrees to indemnify and hold harmless CITY, its officers, agents, employees, and representatives for damage to property or for injury to or death of any persons and from all claims, demands, actions, of any kind whatsoever, arising out of or encountered in connection with this Agreement or the prosecution of work under it, whether such claims, demands, actions, or liability are caused by CONTRACTOR, CONTRACTOR'S agents or employees or products installed on the Project by CONTRACTOR or subcontractors, excepting only such injury, death, or damages as may be caused solely and exclusively by CITY. Such indemnification shall extend to all claims, demands, actions, or liability for injuries, death, or damages occurring after completion of the Project as well as during the work's progress. CONTRACTOR agrees that it shall at its own cost, expense, and risk, defend CITY, its officers, agents, employees, and representatives in any and all claims, demands, actions, suits, or other legal proceedings which may be brought or instituted against CITY, its officers, agents, employees, or representatives.

CONTRACTOR shall procure and maintain throughout the term of this Agreement public liability and property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00) for injuries, including death, for any one or more persons and subject to the same limit for each person in an amount not less than One Million Dollars (\$1,000,000.00) on account of any one accident, and property damage insurance in an amount not less than One Million Dollars (\$1,000,000.00). CONTRACTOR shall also procure and maintain during the term of this Agreement Workers' Compensation Insurance covering all its employees in the Project in a company satisfactory to CITY. CONTRACTOR shall furnish to CITY certificates issued by such insurance companies showing that all the above-mentioned insurance has been issued and is in full force and effect and providing thirty (30) days written notice prior to any cancellation, termination, nonrenewal, or reduction of said insurance. The certificates of insurance shall be submitted to CITY prior to commencing work on said Project. CONTRACTOR shall secure from said insurance companies an endorsement to CONTRACTOR'S said insurance policies naming CITY, its officers, agents, employees and representatives as additional insured's. Said endorsement shall provide coverage to CITY, its officers, agents, employees and representatives as additional insured's for the term of this Agreement. A signed copy of said endorsement shall be furnished to CITY not later than thirty (30) days following the effective date of this Agreement. CONTRACTOR shall be responsible for the insurance coverage as herein provided of all employees of any subcontractors.

In case any employee engages in hazardous work under this Agreement and is not protected under the Workers' Compensation Act, CONTRACTOR shall provide, or cause to be provided, appropriate insurance for the protection of all such employees not otherwise protected. CONTRACTOR shall likewise obtain public liability and property damage insurance to cover vehicles used or maintained by CONTRACTOR in the performance of said work connected with the Agreement, with liability limits of not less than One Million Dollars (\$1,000,000.00) for any one or more persons and One Million Dollars (\$1,000,000.00) for any one accident, and property damage of One Million Dollars (\$1,000,000.00).

If CONTRACTOR fails to maintain the aforementioned insurance or secure the aforementioned endorsement, CITY may obtain such insurance to cover any injuries, including death, or damage which said CITY, its principals, officers, agents, or employees may be liable to pay through any of the operations under this Agreement, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement. However, procuring of said insurance by CITY is an alternative to other remedies CITY may have and is not the exclusive remedy for failure of CONTRACTOR to maintain said insurance or secure said endorsement. In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, CITY shall have the right to order CONTRACTOR to stop work hereunder and/or withhold any payment(s) which became due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from CONTRACTOR'S operations or any operations of any subcontractors under it.

ELEVENTH: CONTRACTOR shall under no circumstances assign this Agreement without the written permission of CITY.

In addition to the change orders and extra work specified and provided for in the plans and specifications, CITY may at any time during the progress of said work when the public interest and necessity so require or when it is for the best interest or advantage of CITY so to do, request any alterations, deviations, additions to or omissions from said Agreement, specifications or plans or the work, labor and materials to be furnished hereunder, and the same shall in no way affect or make void this Agreement, but will be added to or deducted from the amount of said Contract Price as the case may be. Any alterations, additions or deviations requiring extra work shall be compensated for as provided in the specifications, unless otherwise mutually agreed upon.

TWELFTH: (A) Inspection of Records - CITY, through its authorized agents, engineers or representatives, shall have the right to inspect all work as it progresses and shall have access to all payrolls, records of personnel, invoices of materials and any and all other data relevant to the performance of this Agreement. There shall be submitted to CITY through its authorized agents, the names and addresses of all personnel and such schedules of the cost of labor, cost and quantities of materials and other items, supported as to correctness by such evidence as, and in such form as, CITY through its authorized agents or representatives may require. The submission and approval of such schedules, if required shall be a condition precedent to the making of any payments under the Agreement.

(B) There shall be provided for the use of the CITY Engineer or CITY inspectors such reasonable facilities as they may request.

(C) CONTRACTOR shall furnish to CITY the names and addresses of all subcontractors on the Project at the earliest date practicable.

THIRTEENTH: CONTRACTOR shall notify CITY or its engineer a sufficient time in advance of the manufacture or production of materials to be supplied by CONTRACTOR under this Agreement in order that CITY may arrange for mill or factory inspection and the testing of same.

Any material shipped by CONTRACTOR from the factory prior to having passed such testing and inspection by CITY's engineer or prior to the receipt of notice for said engineer that such testing and inspection will not be required, shall not be incorporated on the job.

CONTRACTOR shall also furnish to CITY, in triplicate, certified copies of all required factory and mill test reports.

FOURTEENTH: It is hereby understood that the time for the completion of the said Agreement work is the number of Contract Completion Days as specified in Paragraph "SIXTH" hereof, excluding Saturdays, Sundays and holidays, subject, however, to delays caused by reason of a suspension ordered by the City Engineer or because of any other act or neglect of CITY or its officers or employees without contributory fault or negligence on the part of CONTRACTOR or his agents or employees or subcontractors, or if the work should be delayed by fire, storm, flood or other acts of God, by war or act of public enemies, by restriction of the use of, procurement of, or inability to obtain materials, by strikes, by unusual delay in transportation, unavoidable casualties or any cause beyond the control and without the fault and negligence of CONTRACTOR, or for any other reason which, in the opinion of the City Engineer of CITY, is proper justification for delay. The time for completion shall be extended for the length of time equal to the delay caused by any of the above-mentioned causes. And should the work not be completed within the time herein specified or any extension thereof, for use above-mentioned, to the satisfaction of CITY, there shall be deducted from the final payment to CONTRACTOR a sum per day as Liquidated Damages (set forth in Exhibit A), and not as a penalty, for each day's delay after the expiration of such period until the final acceptance of the work and its delivery to said CITY. It is further understood and agreed that should CONTRACTOR fail to furnish the plant, materials, equipment and do and perform all work and labor as herein provided in the manner herein set forth in good and workmanlike manner, it shall, in addition to any other penalties provided in the Agreement documents, be liable to CITY for all losses or damages that the latter may suffer on account thereof.

FIFTEENTH: CITY may withhold from CONTRACTOR so much of accrued payments as may be necessary to pay laborers and mechanics employed on the work the difference between the rate of wages required by this Agreement to be paid to laborers and mechanics on the work and the rate of wages actually paid to such laborers or mechanics.

SIXTEENTH: CONTRACTOR shall, at all times, exercise reasonable precautions for the safety of employees on the Project, and applicable provisions of State and local laws and building and construction codes shall be observed by CONTRACTOR. All machinery and equipment and other physical hazards shall be guarded in accordance with the safety provisions of the Manual of Accident Prevention in construction of the Associated General Contractors of America unless such provisions are incompatible with State or Municipal laws or regulations, in which event such State or Municipal laws or regulations shall control.

SEVENTEENTH: CONTRACTOR shall insert appropriate provisions in all subcontracts relating to this Project to insure the fulfillment of Paragraphs 1 to 18 inclusive.

EIGHTEENTH: In the event that any of the provisions of this Agreement are violated by CONTRACTOR or by any subcontractor under any subcontract on the Project, CITY may terminate the Agreement by serving written notice upon CONTRACTOR of its intention to terminate such Agreement and, unless within ten (10) days after the serving of such notice, such violation shall cease, the Agreement shall, upon the expiration of said ten days, cease and terminate. As to violations of the provisions of this Agreement, which cannot be remedied or corrected within ten days, said Agreement shall, at the option of CITY, cease and terminate upon the giving of like notice.

In the event of any such termination for any of the reasons above-mentioned, CITY may take over the work and prosecute the same to completion by Agreement or otherwise for the account and at the expense of CONTRACTOR and/or subcontractor or subcontractors, and CONTRACTOR and its sureties shall be liable to CITY for any excess cost occasioned in the event of any such termination, and CITY may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of work and necessary therefore. This clause shall not be construed to prevent the termination, for other causes, authorized by law or other provisions of this Agreement.

NINETEENTH: Whenever in the specifications any material or process is indicated or specified by patent or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating description of the material and/or process desired, and shall be deemed to be followed by the words "OR EQUAL," and the bidder, in the proposal submitted by bidder, may offer any material or process which shall be equal in every respect to that so indicated or specified.

If the bidder shall not offer any substitute in said proposal or if a substitute so offered by the bidder is not found to be equal to that so indicated or specified by name, if one only be so specified or named, or, if more than one be so specified or named, then such one as shall be specified in the proposal, or if none be so specified, then such one shall be required by CITY.

TWENTIETH If CONTRACTOR should neglect to prosecute the work properly or fail to perform any provisions of this Agreement, CITY, after three days' written notice to CONTRACTOR, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due CONTRACTOR; provided, however, that the City Engineer of CITY shall approve such action and certify the amount thereof to be charged to CONTRACTOR.

TWENTY-FIRST: If CONTRACTOR should be adjudged a bankrupt, or should make a general assignment for the benefit of creditors, or if a receiver should be appointed on account of insolvency of CONTRACTOR, or if CONTRACTOR should persistently or repeatedly refuse or should fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper materials to construct and complete said Project within the time herein required, in a good and workmanlike manner, or if CONTRACTOR should fail to make prompt payment to subcontractors, or for materials or labor, or persistently disregard laws, ordinances or the instructions of CITY or its duly authorized engineers, inspectors or representatives, or otherwise be guilty of a substantial violation of any provision of the agreement documents, then CITY, upon the certification of its CITY and Consulting Engineers that sufficient cause exists to justify such action may, without prejudice to any other right or remedy and after giving CONTRACTOR five (5) days written notice, terminate the employment or said CONTRACTOR and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever methods it may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to CONTRACTOR. If such expense shall exceed such unpaid balance, CONTRACTOR shall pay the difference to CITY. The expense incurred by CITY as herein provided, and the damage incurred through CONTRACTOR'S default, shall be certified by the City Engineer.

TWENTY-SECOND: It is expressly understood and agreed that CONTRACTOR herein named in the furnishing of all plant, labor, services, materials and equipment and performing the work as provided in this Agreement is acting as an independent contractor and not as the agent, servant or employee of the City of Anaheim.

TWENTY-THIRD: Any notices, demands, correspondence, or communications required or permitted to be given by this Agreement shall be sufficiently given by CONTRACTOR when received by CITY at the Office of the City Clerk, Anaheim Civic Center, 200 South Anaheim Boulevard, Anaheim, California 92805. CONTRACTOR shall concurrently mail a copy to the City Engineer at 200 South Anaheim Boulevard, Second Floor, Anaheim, California 92805.

Any notice, demands, correspondence or communications required or permitted to be given by this Agreement shall be sufficiently given by CITY when placed in the United States mail, postage prepaid to CONTRACTOR at CONTRACTOR'S address shown on Page 1 of this Agreement.

Either party may, from time to time, designate a different address to which such notice, demands, correspondence or communications are to be delivered.

TWENTY-FOURTH: Unless a different date is provided in this Agreement, the Effective Date shall be the latest Date of Execution, hereinafter set forth below the names of the signators hereto. Should CONTRACTOR fail to enter a Date of Execution, the Effective Date shall be the Date of Execution by CITY.

IN WITNESS WHEREOF, the City Council of the City of Anaheim has caused this Agreement to be signed by its Mayor and City Clerk and said CONTRACTOR has executed or caused this Agreement to be executed by its duly authorized officers.

CITY OF ANAHEIM, a municipal corporation,

By: _____
Mayor

ATTEST:

By: _____
City Clerk

DATE OF EXECUTION:

"CITY"

By: _____
Title:

By: _____
Title:

DATE OF EXECUTION:

"CONTRACTOR"

APPROVED AS TO FORM:
JACK L. WHITE, CITY ATTORNEY

By: _____

Dated: _____