

32969

AMENDMENT NO. TWO TO CONTRACT NO. 32969 27019^B

RE: Renewal Two of PA-00213, Contract No. 32969 to Furnish and Deliver Lead Abatement Services for the City of Long Beach (BPHE13000017)

This Amendment to Contract No. 32969 is made and entered as of December 10, ^{2014^B}~~2015~~, by and between the CITY OF LONG BEACH, a municipal corporation, and Vizion's West Incorporated

Contract No. **32969** is amended by mutual agreement of the parties and as indicated below by a check or other mark preceding the appropriate amendment:

- 1. The term is extended to March 15, 2016
- 2. \$300,000 has been added to the 2nd renewal term for a total ("not to exceed") amount of \$700,000.
- 3. Prices during this period shall remain firm.
- 4. The price for certain items shall be increased as shown on Exhibit "B", which is attached hereto and incorporated herein by this reference.
- 5. The price for certain items shall be decreased as shown on Exhibit "C", which is attached hereto and incorporated herein by this reference.
- 6. The discount offered to the City is increased by ____ %
- 7. The items or locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby deleted from the Contract.
- 8. The locations identified on Exhibit "B", which is attached hereto and incorporated herein by this reference, are hereby added to the Contract.
- 9. Current permits, licenses, insurance and other required information are attached as Addendum No. 1.

Except as expressly amended above, all-terms and conditions in this Contract are ratified and confirmed and remain in full force and effect. Executed with all formalities required by law as of the date first stated above.

Attach Notary if Out-of-State Contractor

CONTRACTOR:

Lloyd Earleywine
(Signature)

Lloyd Earleywine
(Print / Type Name)

CFO/RMO
President / Vice President / Secretary / Treasurer
(circle one)

N. Basile
(Signature)

Nichole Basile
(Print / Type Name)

Secretary/Treasurer
President / Vice President / Secretary / Treasurer
(circle one)

THE CITY OF LONG BEACH:

By: *Patrick West* Assistant City Manager
PATRICK WEST, City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

Approved as to form:
CHARLES PARKIN, City Attorney

By: *Charles Parkin*
Deputy

VIZION'S WEST, INC.

General Contracting * Asbestos Abatement * Lead Reduction/Removal * Complete Demolition Services


CORPORATE RESOLUTION

State of California)
)
County of Riverside)

To Whom It May Concern,

Lloyd R. Earleywine has full capacity to singularly sign any document or contract on behalf of Vizion's West, Inc. and its officers.

Sincerely,
VIZION'S WEST, INC.


Margaret Ramirez Earleywine
CEO/President

Cc: file

Contractor's License #812067 * DOSH #837
26025 Newport Road Ste A 220, Menifee CA 92584 * (951) 926-4166 * (951) 926-5766

BID NO: _____
BOND NO: SU 113 1301 B

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, VIZION'S WEST INC
as PRINCIPAL, and ARCH INSURANCE COMPANY, located at
3100 BROADWAY - KANSAS CITY, MO 64111, a corporation, incorporated under the laws of the
State of MISSOURI, admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation; in the sum of
FIFTY THOUSAND AND 00/100 DOLLARS
(\$ 50,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (Incorporated herein by this reference) with
said City of Long Beach for the LEAD ABATEMNT SERVICES- ANNUAL CONTRACT (3/15/15 THRU 3/15/16) and
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in the work to be done, or in the
services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of
time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other,
shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or
assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or
forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of
said City ordering the payment shall have actual notice at the time the order is made that such payment is in fact premature, and then only to
the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature
payment;

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 11TH day of MARCH 2015.

VIZION'S WEST INC
CONTRACTOR / PRINCIPAL
By: Lloyd R. Earleywine
Name: Lloyd R. Earleywine
Title: CFO
By: Lloyd R. Earleywine
Name: Lloyd R. Earleywine
Title: EMD

ARCH INSURANCE COMPANY
SURETY
By: Maria A. Gonzalez
Name: MARIA A. GONZALEZ
Title: ATTORNEY-IN-FACT
Telephone: 800-346-1031

Approved as to form this 23rd day of March, 20 15
Charles Pankin, City Attorney
By: [Signature] Deputy

Approved as to sufficiency this 20 day of March, 20 15
By: T. Bull Assistant City Manager
City Manager / City Engineer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

- NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's
certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif.
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

VIZION'S WEST, INC.

General Contracting * Asbestos Abatement * Lead Reduction/Removal * Complete Demolition Services

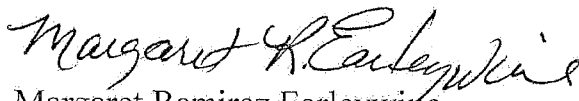
CORPORATE RESOLUTION

State of California)
)
County of Riverside)

To Whom It May Concern,

Lloyd R. Earleywine has full capacity to singularly sign any document or contract on behalf of Vizion's West, Inc. and its officers.

Sincerely,
VIZION'S WEST, INC.


Margaret Ramirez Earleywine
CEO/President

Cc: file

Contractor's License #812067 * DOSH #837
26025 Newport Road Ste A 220, Menifee CA 92584 * (951) 926-4166 * (951) 926-5766

KNOW ALL MEN BY THESE PRESENTS: That we, VIZION'S WEST INC

ARCH INSURANCE COMPANY, as PRINCIPAL, and ARCH INSURANCE COMPANY, located at 3100 BROADWAY - KANSAS CITY, MO 64111, a Corporation, incorporated under the laws of the State of MISSOURI, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of FIFTY THOUSAND & 00/100

DOLLARS lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the LEAD ABATEMENT SERVICES- ANNUAL CONTRACT (3/15/15-3/15/16) and is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations, or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract; or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event in an amount more than the amount of such premature payment.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 11TH day of MARCH 2015

VIZION'S WEST INC
CONTRACTOR/PRINCIPAL
By: Lloyd P. Earlywine
Name: Lloyd P. Earlywine
Title: LFD
By: Lloyd P. Earlywine
Name: Lloyd P. Earlywine
Title: RMD

ARCH INSURANCE COMPANY
SURETY, admitted in California
By: Maria A. Gonzalez
Name: MARIA A GONZALEZ
Title: ATTORNEY-IN-FACT
Telephone: 800-346-1031

Approved as to form this 20 day of March, 2015

Approved as to sufficiency this 20 day of March, 2015
Assistant City Manager

By: Charles Parkin
Senior Deputy
City Attorney

By: T. Bull
City Manager/City Engineer
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

NOTE: 1. Execution the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No. 5907

State of Illinois

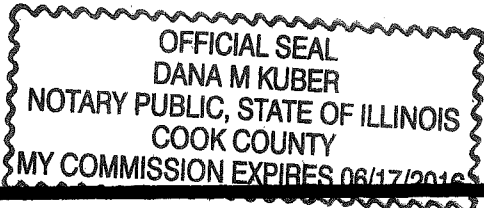
County of Cook

On MARCH 11, 2015 before me, Dana M. Kuber, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared MARIA A GONZALEZ
NAME(S) OF SIGNER(S)

personally known to me - **OR** - 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.

WITNESS my hand and official seal.



[Signature]
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- TRUSTEE(S) GENERAL
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
ARCH INSURANCE COMPANY
3100 BROADWAY- KANSAS CITY, MO 64111

SIGNER(S) OTHER THAN NAMED ABOVE

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Mortgage, Note, Loan, Letter of Credit, Bank Deposit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Anne M. Barber, Dana M. Kuber, Maria A. Gonzalez, Michael J. Friedrich and William A. Ballay of Bridgeview, IL (EACH)

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."


This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

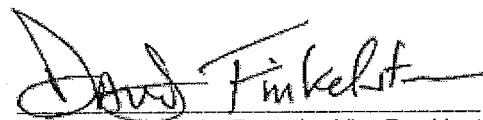
In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 5th day of January, 2015.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

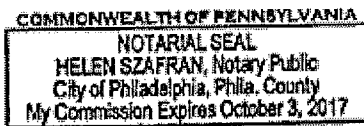


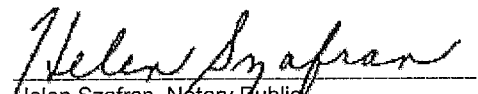

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Helen Szafran, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.

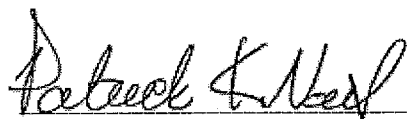



Helen Szafran, Notary Public
My commission expires 10/03/2017

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated January 5, 2015 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 11 day of MARCH, 2015.


Patrick K. Nails, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Labor & Material

ACKNOWLEDGMENT

State of California
County of Riverside

On 3/14/15 before me, Teresa J. Zintzun, Notary Public,
(here insert name and title of the officer)

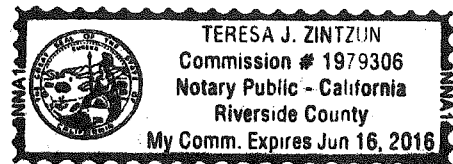
personally appeared Lloyd R. Earleywine

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 Teresa J. Zintzun



(Seal)

ACKNOWLEDGMENT

Faithful Performance

State of California
County of Riverside

On 3/14/15 before me, Teresa J. Zintzun, Notary Public
(insert name and title of the officer)

personally appeared Lloyd R. Earleywine
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 Teresa J. Zintzun (Seal)

