



1                   3.     CONTRACT DOCUMENTS. The Contract Documents include: The  
2 Notice Inviting Bids; City of Long Beach Standard Plans; the California Code of  
3 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
4 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
5 Minority and Women-Owned Business Enterprise Program; this Contract and all  
6 documents attached hereto or referenced herein; JOC General Provisions; the  
7 Construction Task Catalog; JOC Contract Documents (which contain Technical  
8 Specifications); Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice  
9 of Completion; any addenda; any permits required and issued for the work; and approved  
10 drawings for a Work Order, if any. These Contract Documents are incorporated herein  
11 by the above reference.

12                                 Notwithstanding Section 2-5.2 of the Standard Specifications, if any  
13 conflict or inconsistency exists or develops among or between Contract Documents, the  
14 following priority shall govern: 1) this Contract; 2) permit(s) from other public agencies; 3)  
15 the Bid; 4) Addenda; 5) JOC General Provisions; 6) the Construction Task Catalog; 7)  
16 Technical Specifications; 8) other reference specifications; 9) other reference plans; 10)  
17 approved drawings, if any; and 11) the Notice Inviting Bids.

18                   4.     TIME FOR CONTRACT.

19                   A.     The term of this Contract shall begin on January 31, 2015 and  
20 shall end on January 31, 2018 or on City's payment of the not-to exceed dollar  
21 amount hereunder to Contractor as specified in Section 2, whichever occurs first.

22                   B.     Contractor shall commence work on a date to be specified in  
23 a written "Notice to Proceed" from City for each Work Order and shall complete all  
24 work within the number of working days identified in each Work Order, subject to  
25 events beyond the control of Contractor. Time is of the essence for performance  
26 of this Contract and each Work Order. City will suffer damage if the work in each  
27 Work Order is not completed within the time stated, but those damages would be  
28 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated

1 damages, the amount stated in the Contract Documents.

2 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
3 acceptance of any work or the payment of any money by City shall not operate as a  
4 waiver of any provision of any Contract Document, of any power reserved to City, or of  
5 any right to damages or indemnity hereunder. The waiver of any breach or any default  
6 hereunder shall not be deemed a waiver of any other or subsequent breach or default.

7 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently  
8 herewith, Contractor shall submit certification of Workers' Compensation coverage in  
9 accordance with California Labor Code Sections 1860 and 3700, a copy of which is  
10 attached hereto as Exhibit "B".

11 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
12 upon City by Contractor for and on account of any extra or additional work performed or  
13 materials furnished, unless such extra or additional work or materials shall have been  
14 expressly required by the City Manager and the quantities and price thereof shall have  
15 been first agreed upon, in writing, by the parties hereto.

16 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
17 possession thereof to City ready for use and free and discharged from all claims for labor  
18 and materials in doing the work and shall assume and be responsible for, and shall  
19 protect, defend, indemnify and hold harmless City from and against any and all claims,  
20 demands, causes of action, liability, loss, costs or expenses for injuries to or death of  
21 persons, or damages to property, including property of City, which arises from or is  
22 connected with the performance of the work.

23 9. INSURANCE. Prior to commencement of work, and as a condition  
24 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence  
25 of all insurance required in the Contract Documents.

26 In addition, Contractor shall complete and deliver to City the form  
27 ("Information Sheet") attached as Exhibit "C" and incorporated by reference, to comply  
28 with Labor Code Section 2810.

1           10.    TERMINATION.  Either party shall have the right to terminate this  
2 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
3 prior notice to the other party.  In the event of termination under this Section, City shall  
4 pay Consultant for services satisfactorily performed and costs incurred up to the effective  
5 date of termination for which Consultant has not been previously paid.  The procedures  
6 for payment in Section 1.B. with regard to invoices shall apply.  On the effective date of  
7 termination, Consultant shall deliver to City all Data developed or accumulated in the  
8 performance of this Agreement, whether in draft or final form, or in process.  And,  
9 Consultant acknowledges and agrees that City's obligation to make final payment is  
10 conditioned on Consultant's delivery of the Data to City.

11           11.    WORK DAY.  Contractor shall comply with Sections 1810 through  
12 1815 of the California Labor Code regarding hours of work.  Contractor shall forfeit, as a  
13 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
14 Contractor or any subcontractor for each calendar day such worker is required or  
15 permitted to work more than eight (8) hours unless that worker receives compensation in  
16 accordance with Section 1815.

17           12.    PREVAILING WAGE RATES.  Contractor is directed to the  
18 prevailing wage rates.  Contractor shall forfeit, as a penalty to City, Fifty Dollars (\$50) for  
19 each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
20 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
21 work done by Contractor, or any subcontractor, under this Contract.

22           13.    COORDINATION WITH GOVERNMENTAL REGULATIONS.  If the  
23 work is terminated pursuant to an order of any Federal or State authority, Contractor shall  
24 accept as full and complete compensation under this Contract such amount of money as  
25 will equal the product of multiplying the Contract Price stated in the Work Order(s) so  
26 terminated by the percentage of work completed by Contractor as of the date of such  
27 termination, and for which Contractor has not been paid.  If the work is so terminated, the  
28 City Engineer, after consultation with Contractor, shall determine the percentage of said

1 work so completed and the determination of the City Engineer shall be final.

2 If Contractor is prevented, in any manner, from strict compliance with  
3 the Contract Documents due to any Federal or State law, rule, or regulation, in addition to  
4 all other rights and remedies reserved to the parties City may suspend performance  
5 hereunder until the cause of disability is removed, extend the time for performance, make  
6 changes in the character of the work or materials, or terminate this Contract without  
7 liability to either party.

8 14. NOTICES.

9 A. Any notice required hereunder shall be in writing and  
10 personally delivered or deposited in the U.S. Postal Service, first class, postage  
11 prepaid, to Contractor at the address first stated herein, and to City at 333 West  
12 Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of  
13 change of address shall be given in the same manner as stated herein for other  
14 notices. Notice shall be deemed given on the date deposited in the mail or on the  
15 date personal delivery is made, whichever first occurs.

16 B. Except for stop notices and claims made under the Labor  
17 Code, City will notify Contractor when City receives any third party claims relating  
18 to this Contract in accordance with Section 9201 of the Public Contract Code.

19 15. BONDS REQUIRED. Contractor shall, coincidentally with the  
20 execution of this Contract, execute and deliver to City the bonds required in the Contract  
21 Documents, on the forms provided by City.

22 16. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
23 any of the moneys that may become due Contractor hereunder may be assigned by  
24 Contractor without the written consent of City first had and obtained, nor will City  
25 recognize any subcontractor as such, and all persons engaged in the work of  
26 construction will be considered as independent contractors or agents of the Contractor  
27 and will be held directly responsible to Contractor.

28 17. CERTIFIED PAYROLL RECORDS.

1           A. Contractor shall keep and shall cause each subcontractor  
2 performing any portion of the work under this Contract to keep an accurate payroll  
3 record, showing the name, address, social security number, work classification,  
4 straight time and overtime hours worked each day and week, and the actual per  
5 diem wages paid to each journeyman, apprentice, worker, or other employee  
6 employed by Contractor or subcontractor in connection with the work, all in  
7 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
8 payroll records for Contractor and all subcontractors shall be certified and shall be  
9 available for inspection at all reasonable hours at the principal office of Contractor  
10 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure  
11 to furnish such records to City in the manner provided herein for notices shall  
12 entitle City to withhold the penalty prescribed by law from progress payments due  
13 to Contractor.

14           B. Upon completion of the work, Contractor shall submit to the  
15 City certified payroll records for Contractor and all subcontractors performing any  
16 portion of the work under this Contract. Certified payroll records for Contractor  
17 and all subcontractors shall be maintained during the course of the work and shall  
18 be kept by Contractor for up to three (3) years after completion of the work.

19           C. The foregoing is in addition to, and not in lieu of, any other  
20 requirements or obligations established and imposed by any department of the  
21 City with regard to submission and retention of certified payroll records for  
22 Contractor and subcontractors.

23           18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
24 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
25 and custody of the work. If any loss or damage occurs to the work that is not covered by  
26 collectible commercial insurance, excluding loss or damage caused by earthquake or  
27 flood, or the negligence or willful misconduct of City, then Contractor shall immediately  
28 make City whole for any such loss or pay for any damage. If Contractor fails or refuses

1 to make City whole or pay, then City may do so and the cost and expense of doing so  
2 shall be deducted from the amount due Contractor from City hereunder.

3 19. CONTINUATION. Termination or expiration of this Contract shall not  
4 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
5 prior to termination or expiration of this Contract.

6 20. TAXES AND TAX REPORTING.

7 A. As required by federal and state law, City is obligated to report  
8 the payment of compensation to Contractor on Form 1099-Misc. and Contractor  
9 acknowledges that Contractor is not entitled to payment under this Contract until it  
10 has provided its Employer Identification Number to City. Contractor shall be solely  
11 responsible for payment of all federal and state taxes resulting from payments  
12 under this Contract.

13 B. Contractor shall cooperate with City in all matters relating to  
14 taxation and the collection of taxes, particularly with respect to the self-accrual of  
15 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
16 materials, equipment, supplies, or other tangible personal property totaling over  
17 \$100,000 shipped from outside California, a qualified Contractor shall complete  
18 and submit to the appropriate governmental entity the form in Appendix "A"  
19 attached hereto; and (ii) for construction contracts and subcontracts totaling  
20 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
21 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
22 at least \$500,000 in tangible personal property that was subject to sales or use tax  
23 in the previous calendar year.

24 C. Contractor shall create and operate a buying company, as  
25 defined in State of California Board of Equalization Regulation 1699, subpart (h),  
26 in City if Contractor will purchase over \$10,000 in tangible personal property  
27 subject to California sales and use tax.

28 D. In completing the form and obtaining the permit(s), Contractor

1 shall use the address of the Work site as its business address and may use any  
2 address for its mailing address. Copies of the form and permit(s) shall also be  
3 delivered to the City Engineer. The form must be submitted and the permit(s)  
4 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
5 order any materials or equipment over \$100,000 from vendors outside California  
6 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
7 shall be a material breach of this Contract. In addition, Contractor shall make all  
8 purchases from the Long Beach sales office of its vendors if those vendors have a  
9 Long Beach office and all purchases made by Contractor under this Contract  
10 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
11 Long Beach. Contractor shall require the same cooperation with City, with regards  
12 to subsections B, C and D under this section (including forms and permits), from  
13 its subcontractors and any other subcontractors who work directly or indirectly  
14 under the overall authority of this Contract.

15 E. Contractor shall not be entitled to and by signing this Contract  
16 waives any claim or damages for delay against City if Contractor does not timely  
17 submit these forms to the appropriate governmental entity. Contractor may  
18 contact the City Controller at (562) 570-6450 for assistance with the form.

19 21. ADVERTISING. Contractor shall not use the name of City, its  
20 officials or employees in any advertising or solicitation for business, nor as a reference,  
21 without the prior approval of the City Manager, City Engineer or designee.

22 22. AUDIT. If payment of any part of the consideration for this Contract  
23 is made with federal, state or county funds and a condition to the use of those funds by  
24 City is a requirement that City render an accounting or otherwise account for said funds,  
25 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
26 extract information from, and copy all books, records, accounts and other information  
27 relating to this Contract.

28 23. NO PECULIAR RISK. Contractor acknowledges and agrees that the



1 work to be performed hereunder does not constitute a peculiar risk of bodily harm and  
2 that no special precautions are required to perform said work.

3           24.    THIRD PARTY BENEFICIARY. This Contract is intended by the  
4 parties to benefit themselves only and is not in any way intended or designed to or  
5 entered for the purpose of creating any benefit or right of any kind for any person or entity  
6 that is not a party to this Contract.

7           25.    SUBCONTRACTORS. Contractor agrees to and shall bind every  
8 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
9 create any obligation on the part of City to pay any subcontractor except in accordance  
10 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
11 with this Section shall be deemed a material breach of this Contract. Contractor shall  
12 submit a list of subcontractor(s) in compliance with Public Contract Code Sections 4100  
13 et seq. on the form attached hereto as Exhibit "D" and incorporated herein by this  
14 reference, for each Work Order.

15           26.    NO DUTY TO INSPECT. No language in this Contract shall create  
16 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
17 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
18 regulations relating to said work. If City does inspect or investigate, the results thereof  
19 shall not be deemed compliance with or a waiver of any requirements of the Contract  
20 Documents.

21           27.    GOVERNING LAW. This Contract shall be governed by and  
22 construed pursuant to the laws of the State of California (except those provisions of  
23 California law pertaining to conflicts of laws).

24           28.    INTEGRATION. This Contract, including the Contract Documents  
25 identified in Section 3 hereof, constitutes the entire understanding between the parties  
26 and supersedes all other agreements, oral or written, with respect to the subject matter  
27 herein.

28           29.    COSTS. If there is any legal proceeding between the parties to

1 enforce or interpret this Contract or to protect or establish any rights or remedies  
2 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
3 reasonable attorney's fees.

4           30.    NONDISCRIMINATION. In connection with performance of this  
5 Contract and subject to applicable rules and regulations, Contractor shall not discriminate  
6 against any employee or applicant for employment on the basis of race, religion, national  
7 origin, color, age, sex, sexual orientation, gender identity, AIDS, AIDS related condition,  
8 handicap or disability. Contractor shall ensure that applicants are employed and that  
9 employees are treated during their employment, without regard to these bases. Such  
10 actions shall include but not be limited to employment, upgrading, demotion, transfer,  
11 recruitment, layoff, termination, rates of pay and selection for training. It is the policy of  
12 City to encourage the participation of Disadvantaged, Minority and Women-Owned  
13 Business Enterprises, and City encourages Contractor to use its best efforts to carry out  
14 this policy in the award of all subcontracts.

15           31.    EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
16 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
17 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long  
18 Beach Municipal Code, as amended from time to time.

19           A.    During the performance of this Contract, the  
20 Contractor/Consultant certifies and represents that the Contractor/Consultant will  
21 comply with the EBO. The Contractor/Consultant agrees to post the following  
22 statement in conspicuous places at its place of business available to employees  
23 and applicants for employment:

24           "During the performance of a Contract with the City of Long Beach,  
25 the Contractor/Consultant will provide equal benefits to employees with  
26 spouses and its employees with domestic partners. Additional information  
27 about the City of Long Beach's Equal Benefits Ordinance may be obtained  
28 from the City of Long Beach Business Services Division at 562-570-6200."

1 B. The failure of the Contractor/Consultant to comply with the  
2 EBO will be deemed to be a material breach of the Contract by the City.

3 C. If the Contractor/Consultant fails to comply with the EBO the  
4 City may cancel, terminate or suspend the Contract, in whole or in part, and  
5 monies due or to become due under the Contract may be retained by the City.  
6 The City may also pursue any and all other remedies at law or in equity for any  
7 breach.

8 D. Failure to comply with the EBO may be used as evidence  
9 against the Contractor/Consultant in actions taken pursuant to the provisions of  
10 Long Beach Municipal Code 2.93 et seq., Contractor Responsibility.

11 E. If the City determines that the Contractor/Consultant has set  
12 up or used its Contracting entity for the purpose of evading the intent of the EBO,  
13 the City may terminate the Contract on behalf of the City. Violation of this  
14 provision may be used as evidence against the Contractor/Consultant in actions  
15 taken pursuant to the provisions of Long Beach Municipal Code section 2.93 et  
16 seq., Contractor Responsibility.

17 32. DEFAULT. Default shall include but not be limited to Contractor's  
18 failure to perform in accordance with any Contract Document, failure to pay any  
19 penalties, fines or charges assessed against Contractor by any public agency, failure to  
20 pay any charges or fees for services performed by City, and if Contractor has substituted  
21 any security in lieu of retention, then default shall also include City's receipt of a stop  
22 notice. If default occurs and Contractor has substituted any security in lieu of retention,  
23 then in addition to City's other legal remedies, City shall have the right to draw on the  
24 security in accordance with Public Contract Code Section 22300 and without further  
25 notice to Contractor. If default occurs and Contractor has not substituted any security in  
26 lieu of retention, then City shall have all legal remedies available to it.

27 ///  
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

EXBON DEVELOPMENT, INC., a California corporation

Jan. 23, 2015

By [Signature]  
Name Janet Lee  
Title President

Jan. 23, 2015

By [Signature]  
Name Janet Lee  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

March 13, 2015

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City" [Signature] Assistant City Manager

This Contract is approved as to form on 1/29, 2015.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: EXBON DEVELOPMENT, INC.

**JOC 20 through JOC 23 BID  
(GENERAL FACILITY CONSTRUCTION)**

**INSTRUCTIONS TO BIDDERS**

**READ CAREFULLY BEFORE MAKING OUT YOUR BID**

Submit only one bid. Contracts will be awarded to the four lowest responsive, responsible bids. Failure to submit all documents contained in this Division C may invalidate your Bid. Do not make alterations of any kind in the bid form. Completely fill out ALL blank spaces on each bid form you submit. If not applicable, write N/A.

The undersigned offers to furnish all materials, labor and equipment required for the Job Order Contract for the City of Long Beach in accordance with the City's Invitation for Bids, including addenda thereto, if any, as follows:

- I. Adjustment Factor. The Contractor bids one Adjustment Factor (AF) , which will be applied against the prices set forth in the Construction Task Catalog (CTC). The Adjustment Factor will be used to price Work Orders by multiplying the Adjustment Factor by the unit prices and quantities for the specific Work Order. **Pay attention to your decimal points. Write clearly and legibly.**
  - A. The Bid shall be expressed as an adjustment "decrease from" (e.g. .9500) or "increase to" (e.g. 1.0500) the unit prices listed in the CTC or exactly equal to the CTC unit prices (1.000). Items 1 – 3 in the Award Formula shall be calculated out to five decimal places and then rounded to four (4) decimal places. Rounding of numbers shall be accomplished by increasing the fourth decimal place if the fifth decimal is equal to five or greater. If the fifth decimal place is equal to four or less, the fourth decimal shall remain the same. Bids missing factors for any of the components in the Award Formula or bids containing components of the Award Formula that are not calculated and expressed out to four decimal places will be rejected as non-responsive.
  - B. Note that the CTC unit prices do not include provisions for items such as overhead, profit, bond premiums, insurance, mobilization, proposal development, shop drawings and submittals and all contingencies in connection therewith. Bidders shall therefore take this into account when bidding the Adjustment Factor. Once bid and, if awarded, the Contractor will be strictly held to the bid factor throughout the duration of the Contract.
  - C. In the event of tying bids, another round of bids will be invited from the tying bidders to be submitted within one (1) working day following bid opening. If tying bids are received again, the same procedure will be repeated until an apparent low bidder is available for selection.
  - D. Any change in the applicable minimum hourly rates of wages during the Contract period shall not affect the unit price to be paid by the City for work performed under the Contract.

**AWARD FORMULA**

1. Pricing Factor to be applied to the CTC	<u>0.5155</u>
2. Factor for Overhead & Related Items Not Included in CTC Unit Prices	<u>0.0505</u>
3. Profit Factor	<u>0.0320</u>
4. Award Adjustment Factor (Total of lines 1, 2, 3)	<u>0.5980</u>

(Continued on Reverse)

**ADDENDA**

Bid submitted acknowledging changes to Bid Documents in the following addenda numbers:

1   2   3   4   5   6   7  
(Initial above all appropriate numbers)

Respectfully submitted,

  
\_\_\_\_\_  
Signature\*\*

EXBON DEVELOPMENT, INC.  
Legal Name of Company


JANET LEE / PRESIDENT  
Print Name / Title

N/A  
Names of Other General Partners


N/A  
Names of Other Partners

CALIFORNIA  
State of Incorporation

N/A  
State Where Registered as LLC  
13831 NEWHOPE ST. GARDEN GROVE CA 92843  
Business Address (Actual Address -Not A  
Post Office Box)  
714-539-2222 / 714-539-2223  
Telephone Number / Fax Number

  
City of Long Beach Business License Number  
MARCH 25, 2015  
City of Long Beach Business License  
Expiration Date  
13831 NEWHOPE ST. GARDEN GROVE CA 92843  
Address on City Business License

const@exbon.com  
Email Address

  
Contractor's License Number

- \*\*
- \_\_\_\_\_ If Bidder is an individual, set forth his/her signature.
- \_\_\_\_\_ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- \_\_\_\_\_ If Bidder is a general partnership, set forth the signature of the general partner.
- \_\_\_\_\_ If Bidder is a limited partnership, provide names of other partners.
- \_\_\_\_\_ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- X  If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

The following information will be used for statistical analysis only: (check all that apply)

Minority Business Enterprise  X  Which racial minority  ASIAN   
Certified Disadvantaged or Small Business Enterprise DBE   SBE  X   
Woman owned Business Enterprise WBE  X   
Is the Bidder a Long Beach-based business?  NO





## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

- 1) Workers' Compensation Insurance:
  - A. Policy Number: 005564246
  - B. Name of Insurer (**NOT** Broker): GRANITE STATE INSURANCE CO.
  - C. Address of Insurer: 70 PINE ST. NEW YORK, NY 10270
  - D. Telephone Number of Insurer: 212-770-7000
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): [REDACTED]
  - B. Automobile Liability Insurance Policy Number: 8477921
  - C. Name of Insurer (**NOT** Broker): GOLDEN EAGLE INSURANCE, CO.
  - D. Address of Insurer: 120 VANTIS DR. ALISO VIEJO, CA 92656
  - E. Telephone Number of Insurer: 949-860-6000
  
- 3) Address of Property used to house workers on this Contract, if any: N/A
  
- 4) Estimated total number of workers to be employed on this Contract: UNKNOWN
- 5) Estimated total wages to be paid those workers: UNKNOWN
- 6) Dates (or schedule) when those wages will be paid: WEEKLY IF APPLICABLE
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: TBD
  
- 8) Taxpayer's Identification Number: [REDACTED]

# EXHIBIT C

# EXHIBIT “D”

List of Subcontractors:

**LIST OF SUBCONTRACTORS**

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	_____	Type of Work	_____
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

Name	_____	Type of Work	_____
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENT: That we, EXBON DEVELOPMENT, INC., as PRINCIPAL, and INTERNATIONAL FIDELITY INSURANCE COMPANY, located at 233 WILSHIRE BLVD. #820 SANTA MONICA, CA 90401, a corporation, incorporated under the laws of the State of NEW JERSEY 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 THREE MILLION FIVE HUNDRED THOUSAND & 00/100 DOLLARS (\$ 3,500,000.00 ), 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 present.

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 JOB ORDER CONTRACT # 23 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 19TH day of JANUARY, 20 15.

EXBON DEVELOPMENT, INC.  
CONTRACTOR/PRINCIPAL

INTERNATIONAL FIDELITY INSURANCE COMPANY  
SURETY, admitted in California

By: [Signature]  
Name: Janet Lee  
Title: President

By: [Signature]  
Name: KEVIN E. VEGA  
Title: ATTORNEY-in-FACT

By: [Signature]  
Name: Janet Lee  
Title: Secretary

Telephone: 626-859-1000

Approved as to form this 29th day of January, 20 15.

Approved as to sufficiency this 28 day of JAN, 20 15.

ROBERT E. SHANNON, City Attorney  
CHARLES PARKER  
By: [Signature]  
Deputy

By: [Signature]  
City Manager/City Engineer

NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgement 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, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN E. VEGA, BRITTON CHRISTIANSEN, PHILIP E. VEGA, MYRNA SMITH

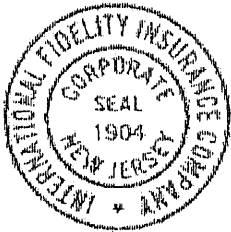
Covina, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

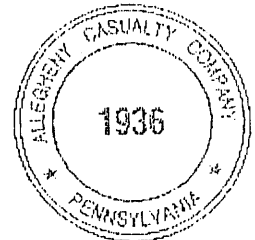
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



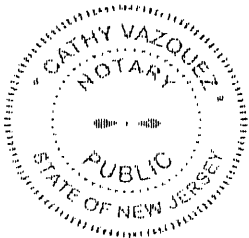
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19TH

day of JANUARY, 2015

MARIA BRANCO, Assistant Secretary

**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 Los Angeles )

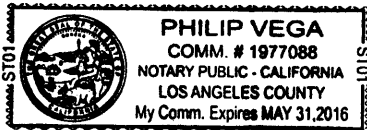
On 01/19/2015 before me, Philip E. Vega, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Kevin E. Vega  
*Name(s) of Signer(s)*

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~a~~~~x~~ 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 \_\_\_\_\_  
*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's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California }  
County of Orange }

On 1/20/2015 before me, Rena Chung, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Janet H. Lee  
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: *Rena Chung*  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

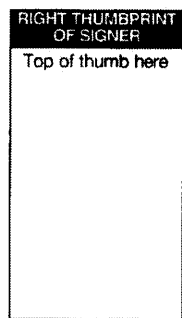
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

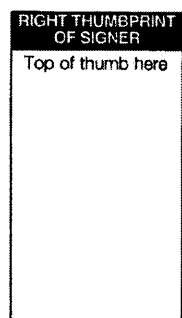
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_





# POWER OF ATTORNEY

## INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

KEVIN E. VEGA, BRITTON CHRISTIANSEN, PHILIP E. VEGA, MYRNA SMITH

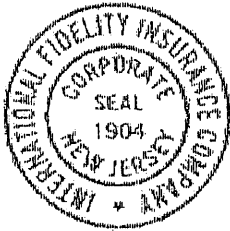
Covina, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surely, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

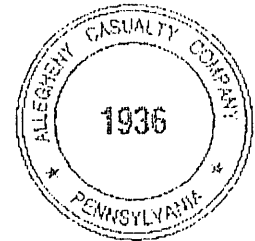
"RESOLVED, that (1) the President, Vice President, Executive Vice President or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



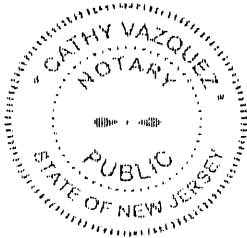
STATE OF NEW JERSEY  
County of Essex

ROBERT W. MINSTER  
Executive Vice President/Chief Operating Officer  
(International Fidelity Insurance Company)  
and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires April 16, 2019

### CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 19TH

day of JANUARY, 2015

MARIA BRANCO, Assistant Secretary

**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 Los Angeles )

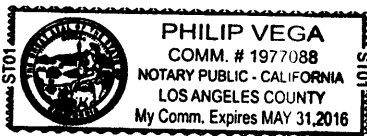
On 01/19/2015 before me, Philip E. Vega, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Kevin E. Vega  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~a~~~~x~~ 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 \_\_\_\_\_  
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: \_\_\_\_\_

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California }  
County of Orange }

On 1/20/2015 before me, Rena Chung, Notary public  
Date Here Insert Name and Title of the Officer

personally appeared Janet H. Lee  
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: [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

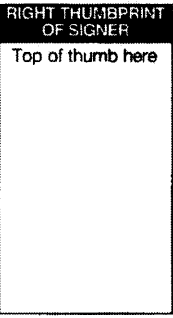
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

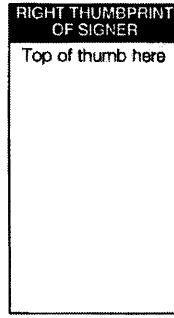
- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer — Title(s): \_\_\_\_\_
- Individual
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_