

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for the Project in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total compensation to Contractor shall not exceed the maximum cumulative amount of Three Million Six Hundred Ninety-Four Thousand Eight Hundred Fifty-Six Dollars (\$3,694,856) for the estimated quantities established in the Bid, subject to additions or deductions as provided in the Contract Documents.

B. Contractor shall submit requests for progress payments and City will make payments in due course of payments in accordance with Section 9 of the Standard Specifications for Public Works Construction (latest edition) (the "Greenbook").

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-7215 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawings for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; the Citywide Project Labor Agreement; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; the Information Sheet; and the Letter of Assent ("Contract Documents"). These Contract Documents are incorporated herein by the above reference and form a part of this

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Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Permit(s) from other public agencies; 2) Change Orders; 3) this Contract (including any and all amendments hereto); 4) Addenda (which shall include written clarifications, corrections and changes to the bid documents and other types of written notices issued prior to bid opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section 3.A. of the Greenbook); 9) other reference specifications; 10) other reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written Notice to Proceed from City and shall complete all work within Three Hundred Sixty-Five (365) calendar days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time

1 upon City by Contractor for and on account of any extra or additional work performed or
2 materials furnished, unless such extra or additional work or materials shall have been
3 expressly required by the City Manager and the quantities and price thereof shall have
4 been first agreed upon, in writing, by the parties hereto.

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

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

15 In addition, Contractor shall complete and deliver to City the form
16 (“Information Sheet”) attached as Exhibit “C” and incorporated by reference, to comply with
17 Labor Code Section 2810.

18 10. WORK DAY. Contractor shall comply with Sections 1810 through
19 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
20 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by
21 Contractor or any subcontractor for each calendar day such worker is required or permitted
22 to work more than eight (8) hours unless that worker receives compensation in accordance
23 with Section 1815.

24 11. PREVAILING WAGE RATES. This Project is a public work under
25 Labor Code § 1720 et seq. Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of
26 the State of California, the Director of Public Works of the City by and on behalf of the City
27 Council has obtained from the Director of the Department of Industrial Relations of the
28 State of California the general prevailing rate of per diem wages, and the general prevailing

1 rate of holiday and overtime work in the locality in which the public work is to be performed
2 for each craft, classification or type of workers needed to perform the Work. This project
3 will be subject the **2023-1 prevailing wage rate**, as determined by the Director of the
4 Department of Industrial Relations for the State of California. The Contractor to whom the
5 Contract is awarded, and its subcontractors is directed to pay not less than the general
6 rate of per diem wages for each craft, classification, or type of worker needed to execute
7 the contract.

8 Contractor is directed to pay the general rate of per diem wages for each craft,
9 classification, or type of worker needed to execute the contract (prevailing wage rates).
10 Copies of the current prevailing rate of per diem wages are on file at its principal office
11 (Labor Compliance Division, 411 W. Ocean Boulevard, 6th Floor, Long Beach, California,
12 90802), and shall be made available to any interested party upon request. Copies may also
13 be obtained on the California Department of Industrial Relations website
14 <http://www.dir.ca.gov/dlsr>. Contractor is required to post a copy of the determination of the
15 director of the prevailing rate of per diem wages at each job site. Pursuant to Section 1775,
16 Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each
17 laborer, worker or mechanic employed for each calendar day, or portion thereof, that such
18 laborer, worker or mechanic is paid less than the prevailing wage rates for any work done
19 by Contractor, or any subcontractor, under this Contract. The difference between the
20 prevailing wage rates and the amount paid to each worker for each calendar day or portion
21 thereof for which each worker was paid less than the prevailing wage rate shall be paid to
22 each worker by the Contractor or subcontractor.

23 **12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.**

24 Contractor is advised that this work constitutes a public work of improvement subject to
25 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant
26 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid
27 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public
28 contract Code, or engage in the performance of any contract for public work, as defined in

1 the California Labor Code, unless currently registered and qualified to perform public work
2 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into
3 without proof of the Contractor's (or subcontractor's) current registration to perform public
4 work pursuant to Section 1725.5. All work conducted in support of this public work of
5 improvement is subject to compliance monitoring and enforcement by the Department of
6 Industrial Relations. Contractor and subcontractor will abide by all applicable
7 apprenticeship requirements in the California Labor Code Section 1777.5 and will be
8 responsible for subcontractor apprenticeship compliance to the same. Contractors
9 employing apprentices or trainees under approved programs shall maintain written
10 evidence of the registration of apprenticeship programs and certification of trainee
11 programs, the registration of the apprentices and trainees, and the ratios and wage rates
12 prescribed in the applicable programs.

13 13. CERTIFIED PAYROLL RECORDS.

14 A. Pursuant to the provisions of Labor Code Section 1776,
15 Contractor shall keep and shall cause each subcontractor performing any portion of
16 the work under this Contract to keep an accurate payroll record, showing the name,
17 address, social security number, work classification, straight time and overtime
18 hours worked each day and week, and the actual per diem wages paid to each
19 journeyman, apprentice, worker, or other employee employed by Contractor or
20 subcontractor in connection with the work. Such payroll records for Contractor and
21 all subcontractors shall be certified and shall be available for inspection at all
22 reasonable hours at the principal office of Contractor pursuant to the provisions of
23 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
24 or City's authorized Labor Compliance representative in the manner provided herein
25 for notices shall entitle City to withhold the penalty prescribed by law from progress
26 payments due to Contractor.

27 B. Contractor and every subcontractor shall submit to the City
28 certified payroll records for Contractor and all subcontractors performing any portion

1 of the work under this Contract on a monthly basis. Certified payroll records for
2 Contractor and all subcontractors shall be maintained during the course of the work
3 and shall be kept by Contractor for at least three (3) years after completion of the
4 work.

5 C. Certified payroll records shall be submitted electronically at the
6 discretion of and the manner specified by the City of Long Beach. Electronic
7 submittal will be a web-based system, accessed on the World Wide Web by a web
8 browser. Each contractor and subcontractor will be given a Log On identification
9 and password to access the City of Long Beach reporting system.

10 D. The foregoing is in addition to, and not in lieu of, any other
11 requirements or obligations established and imposed by any department of the City
12 with regard to submission and retention of certified payroll records for Contractor
13 and subcontractors.

14 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

15 A. If the work is terminated pursuant to an order of any Federal or
16 State authority, Contractor shall accept as full and complete compensation under
17 this Contract such amount of money as will equal the product of multiplying the
18 Contract price stated herein by the percentage of work completed by Contractor as
19 of the date of such termination, and for which Contractor has not been paid. If the
20 work is so terminated, the City Engineer, after consultation with Contractor, shall
21 determine the percentage of work completed and the determination of the City
22 Engineer shall be final.

23 B. If Contractor is prevented, in any manner, from strict
24 compliance with the Plans and Specifications due to any Federal or State law, rule
25 or regulation, in addition to all other rights and remedies reserved to the parties City
26 may by resolution of the City Council suspend performance hereunder until the
27 cause of disability is removed, extend the time for performance, make changes in
28 the character of the work or materials, or terminate this Contract without liability to

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either party.

15. NOTICES.

A. Any notice required hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Contractor at the address first stated herein, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

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

16. BONDS. Contractor shall, simultaneously with the execution of this Contract, execute and deliver to City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Contract by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the payment of all labor and material claims incurred in connection with this Contract.

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

18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by earthquake or flood

1 or the negligence or willful misconduct of City, then Contractor shall immediately make the
2 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
3 the City whole or pay, then City may do so and the cost and expense of doing so shall be
4 deducted from the amount due Contractor from City hereunder.

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

8 20. TAXES AND TAX REPORTING.

9 A. As required by federal and state law, City is obligated to and
10 will report the payment of compensation to Contractor on Form 1099-Misc.
11 Contractor shall be solely responsible for payment of all federal and state taxes
12 resulting from payments under this Contract. Contractor shall submit Contractor's
13 Employer Identification Number (EIN), or Contractor's Social Security Number if
14 Contractor does not have an EIN, in writing to City's Accounts Payable, Department
15 of Financial Management. Contractor acknowledges and agrees that City has no
16 obligation to pay Contractor until Contractor provides one of these numbers.

17 B. Contractor shall cooperate with City in all matters relating to
18 taxation and the collection of taxes, particularly with respect to the self-accrual of
19 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
20 materials, equipment, supplies, or other tangible personal property totaling over One
21 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a
22 qualified Contractor shall complete and submit to the appropriate governmental
23 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts
24 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor
25 shall obtain a sub-permit from the California Department of Tax and Fee
26 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor
27 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible
28 personal property that was subject to sales or use tax in the previous calendar year.

1 C. Contractor shall create and operate a buying company, as
2 defined in CFTA Regulation 1699, subpart (l), in City if Contractor will purchase over
3 Five Million Dollars (\$5,000,000.00) in tangible personal property subject to
4 California sales and use tax.

5 D. In completing the form and obtaining the permit(s), Contractor
6 shall use the address of the Work site as its business address and may use any
7 address for its mailing address. Copies of the form and permit(s) shall also be
8 delivered to the City Engineer. The form must be submitted and the permit(s)
9 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
10 order any materials or equipment over One Hundred Thousand Dollars
11 (\$100,000.00) from vendors outside California until the form is submitted and the
12 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
13 Contract. In addition, Contractor shall make all purchases from the Long Beach
14 sales office of its vendors if those vendors have a Long Beach office and all
15 purchases made by Contractor under this Contract which are subject to use tax of
16 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
17 of Long Beach. Contractor shall require the same cooperation with City, with
18 regards to subsections B, C and D under this section (including forms and permits),
19 from its subcontractors and any other subcontractors who work directly or indirectly
20 under the overall authority of this Contract.

21 E. Contractor shall not be entitled to and by signing this Contract
22 waives any claim or damages for delay against City if Contractor does not timely
23 submit these forms to the appropriate governmental entity. Contractor may request
24 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
25 and will be subject to City review and approval. Contractor may contact the Financial
26 Management Department, Budget Management Bureau at (562) 570-6425 for
27 assistance with the form.

28 21. ADVERTISING. Contractor shall not use the name of City, its officials

1 or employees in any advertising or solicitation for business, nor as a reference, without the
2 prior approval of the City Manager, City Engineer or designee.

3 22. AUDIT. City shall have the right at all reasonable times during
4 performance of the work under this Contract for a period of five (5) years after final
5 completion of the work to examine, audit, inspect, review, extract information from and
6 copy all books, records, accounts and other documents of Contractor relating to this
7 Contract.

8 23. NO PECULIAR RISK. Contractor acknowledges and agrees that the
9 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
10 no special precautions are required to perform said work.

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

15 25. SUBCONTRACTORS. Contractor agrees to and shall bind every
16 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
17 create any obligation on the part of City to pay any subcontractor except in accordance
18 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
19 with this Section shall be deemed a material breach of this Contract. A list of
20 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
21 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
22 reference.

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

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

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

7 29. NONDISCRIMINATION. In connection with performance of this
8 Contract and subject to federal laws, rules and regulations, Contractor shall not
9 discriminate in employment or in the performance of this Contract on the basis of race,
10 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
11 status, handicap or disability. It is the policy of the City to encourage the participation of
12 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
13 encourages Contractor to use its best efforts to carry out this policy in the award of all
14 subcontracts.

15 30. 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 Beach
18 Municipal Code, as amended from time to time.

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

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

28 B. The failure of the Contractor to comply with the EBO will be

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deemed to be a material breach of the Contract by the City.

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

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

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

31. PROJECT LABOR AGREEMENT. This Project is covered by a Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions, attached hereto as Exhibit "E" and incorporated by this reference. The PLA establishes the labor relations Policies and Procedures for the City, the Contractor and subcontractors awarded contracts for the Work and for the craft persons employed by the Contractor or subcontractor while engaged in the Work. The PLA contains a local hiring goal of forty percent (40%), calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of Long Beach), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. However, if Project work is funded in full or in part by State of California Tideland funds, then the local hire provision requires best efforts to utilize qualified workers residing within the Counties of Los Angeles or Orange. In addition, there is a provision with a goal of ten percent (10%) to hire Transitional Workers and Veterans. Contractor shall complete and deliver to City

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

1 the form ("Letter of Assent") attached as an exhibit to the PLA ("Letter of Assent") requiring
2 compliance with the PLA. Contractor agrees to work with the City and its selected
3 Independent Jobs Coordinator, if applicable, to promote the local hiring goals and
4 objectives of the PLA.

5 32. DEFAULT. Default shall include but not be limited to Contractor's
6 failure to perform in accordance with the Plans and Specifications, failure to comply with
7 any Contract Document, failure to pay any penalties, fines or charges assessed against
8 Contractor by any public agency, failure to pay any charges or fees for services performed
9 by the City, and if Contractor has substituted any security in lieu of retention, then default
10 shall also include City's receipt of a stop notice. If default occurs and Contractor has
11 substituted any security in lieu of retention, then in addition to City's other legal remedies,
12 City shall have the right to draw on the security in accordance with Public Contract Code
13 Section 22300 and without further notice to Contractor. If default occurs and Contractor
14 has not substituted any security in lieu of retention, then City shall have all legal remedies
15 available to it.

16 33. PENALTIES. Contractor and subcontractors are subject to penalties,
17 including, but not limited to, under Labor Code §§ 1775, 1776, 1777.7 and 1813, for
18 failure to comply with Sections 13.28 through 13.31 and/or Labor Code § 1720 et seq.

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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.

PCN3, Inc., a California corporation

September 19th, 2023

By ~~_____~~
Name Brian Absheri
Title president

September 19th, 2023

By ~~_____~~
Name Brian Absheri
Title secretary

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Contractor"

CITY OF LONG BEACH, a municipal corporation

9/29, 2023

By Linda J. Jabum
City Manager

"City"

This Contract is approved as to form on September 21, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4684

CALIFORNIA 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.

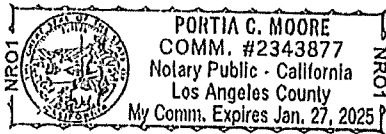
State of California }
County of Orange

On September 20, 2023 before me, Portia C. Moore, notary public,
Date Here Insert Name and Title of the Officer
personally appeared Brian Abghari
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.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

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: September 19, 2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari Signer's Name: _____

Corporate Officer – Title(s): President/secretary Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

MINUTES OF ANNUAL BOARD OF DIRECTORS MEETING
of
PCN3, INC.
A California Corporation

A meeting of the Board of Directors of PCN3, INC., A California Corporation was held at 1:00 p.m. at 5450 Katella Ave., #101, Los Alamitos, California 90720 on April 16, 2020 following the annual shareholders' meeting; all directors were present in person.

The minutes from the previous meeting were approved.

On motion duly made, seconded, and unanimously carried, the following officers were elected:

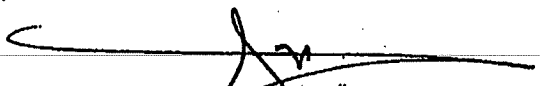
Brian Abghari	President
	Vice President
Brian Abghari	Secretary
Brian Abghari	Chief Financial Officer

Each officer so elected accepted his office.

On motion duly made, seconded and unanimously carried, the following resolution was adopted:

RESOLVED: That the acts of the officers rendered during the corporate year are hereby approved, ratified and confirmed.

There being no further business to transact, the meeting was adjourned.



Brian Abghari
President and Chairman

Attested:



Brian Abghari, Secretary

EXHIBIT "A"

Whole Bid: Lines 1-20, Plus Bid Additive 1

City of Long Beach

Bid for PW-23-256

R-7215 Rebid: Fire Station 14 Workforce Privacy Project

PCN3, INC

Item #	Description	UOM	Quantity	Item Total
1	Asbestos/Lead Abatement	LS	1.0	\$29,803
2	Division 2 - Existing Conditions	LS	1.0	\$187,985
3	Division 3 - Concrete	LS	1.0	\$45,916
4	Division 4 - Masonry	LS	1.0	\$36,680
5	Division 5 - Metals	LS	1.0	\$36,680
6	Division 6 - Wood and Plastics	LS	1.0	\$461,448
7	Division 7 - Thermal and Moisture Protection	LS	1.0	\$402,642
8	Division 8 - Openings	LS	1.0	\$165,060
9	Division 9 - Finishes	LS	1.0	\$527,996
10	Division 10 - Specialties	LS	1.0	\$56,101
11	Division 11 - Equipment	LS	1.0	\$28,165
12	Division 12 - Furnishing	LS	1.0	\$14,410
13	Division 22 - Plumbing	LS	1.0	\$210,386
14	Division 23 - Heating, Ventilation, and Air Conditioning	LS	1.0	\$275,231
15	Division 26 - Electrical	LS	1.0	\$332,675
16	Division 28 - Electrical Safety and Security	LS	1.0	\$94,975
17	Division 31 -Earthwork	LS	1.0	\$9,694
18	Division 32 - Exterior Improvements	LS	1.0	\$67,190
19	Division 33 - Utilites	LS	1.0	\$33,667
20	Mobilization/Demobilization (No more than 5% of subtotal of line 1-19 above)	LS	1.0	\$80,000
			Base Bid Total	\$3,096,701
21	Bid Additive 1 - Gym	LS	1.0	\$598,155
			Total Base Bid + Bid Additive 1	\$3,694,855.92

EXHIBIT "B"

Workers' Compensation Certificate

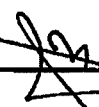
WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

PCN3, INC

Signature of Contractor, or a corporate officer of Contractor, or a general partner of Contractor


~~_____~~

Title: President

Date: 1/1/23

EXHIBIT "C"
Labor Compliance

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: T10230890
 - B. Name of Insurer (NOT Broker): Starstone National Insurance Company
 - C. Address of Insurer: 2913 S. Pullman St. Santa Ana, CA 92705
 - D. Telephone Number of Insurer: (949) 261-5335

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): See attached list
 - B. Automobile Liability Insurance Policy Number: A0144715003
 - C. Name of Insurer (NOT Broker): Middlesex Insurance Company
 - D. Address of Insurer: 2913 S, Pullman St., Santa Ana, CA 92705
 - E. Telephone Number of Insurer: (949) 261-5335

- 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: 10

- 5) Estimated total wages to be paid those workers: \$320,000.00

- 6) Dates (or schedule) when those wages will be paid: Weekly / Every Friday

- 7) Estimated total number of independent contractors to be used on this Contract:

(Describe schedule: For example, weekly or every other week or monthly)

0

- 8) Taxpayer's Identification Number: [REDACTED]

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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, location of business, contractor license number 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 Slate Glass & Mirror Type of Work Glazing
 Address 145 E Saint Joseph St
 City Arcadia, CA 91006 Dollar Value of Subcontract \$ 39,990.00
 Phone No. 626-254-0614
 License No. 893323 DIR Registration No. 1000004146

Name Rebekah V Company Type of Work Epoxy Terrazzo Flooring
 Address 291 Bonnie Ln Suite 101
 City Corona, CA 92882 Dollar Value of Subcontract \$ 93,184.00
 Phone No. 951-479-5671
 License No. 1000819 DIR Registration No. 1000008659

Name Premier Drywall Type of Work Gypsum Board
 Address P.O. Box 5728
 City Santa Monica, CA 90456 Dollar Value of Subcontract \$ 90,925.00
 Phone No. 805-928-3397
 License No. 809679 DIR Registration No. 1000011236

Name Reliable Floor Covering, Inc Type of Work Flooring
 Address 2304 Townsgate Rd
 City Westlake Village, CA 91361 Dollar Value of Subcontract \$ 38,614
 Phone No. 805-495-4811
 License No. 839258 DIR Registration No. 1000001948

Name J. Calavini & Son Inc Type of Work Ceramic Tile
 Address 5323 Alhambra Ave
 City Los Angeles, CA 90032 Dollar Value of Subcontract \$ 42,480.00
 Phone No. 323-225-8212
 License No. 260803 DIR Registration No. 1000001458

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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, location of business, contractor license number 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 Affinity Painting Company, Inc Type of Work Paint + water Repellent
 Address 536 N 1st Ave, Ste B
 City Collina, CA 91723 Dollar Value of Subcontract \$ 41,142.21
 Phone No. 626-966-6600
 License No. 933482 DIR Registration No. 1000029347

Name Excel A Coustics, Inc Type of Work T bar
 Address 1827 Capital St, Suite 102
 City Corona, CA 92878 Dollar Value of Subcontract \$ 20,730.00
 Phone No. 951-371-5500
 License No. 724511 DIR Registration No. 1000056118

Name MJ Wire Tech Type of Work Low Voltage
 Address 15901 Hawthorne Blvd suite #30A
 City Lakewood, CA 90260 Dollar Value of Subcontract \$ 47,500.00
 Phone No. 888-663-7778
 License No. 1001060 DIR Registration No. 1000029661

Name New STAY CONSTRUCTION SERVICES INC Type of Work Architectural Interior
 Address 2221 Cafe Ced way woodwork
 City Santa Ana, CA 92703 Dollar Value of Subcontract \$ 182,353.00
 Phone No. 714-441-0070
 License No. 1037776 DIR Registration No. 1000056859

Name Quality Rebar, Inc Type of Work Rebar
 Address P.O. Box 501877
 City San Diego, CA 92150-1877 Dollar Value of Subcontract \$ 7,377.00
 Phone No. 858-679-3934
 License No. 818593 DIR Registration No. 1000000745

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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number 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 subcontractor's name, location of business, contractor license number 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 J.A Lynch Masonry, Inc Type of Work CMU - Alternate #1
 Address 7102 Thomas Street
 City Buena Park, CA 90621 Dollar Value of Subcontract \$ 75,700.00
 Phone No. 714-522-5662
 License No. 284159 DIR Registration No. 100000637

Name R J Sheet Metal, Inc Type of Work Sheet Metal Flashing and Trim
 Address 11614 Martins River Circle
 City Fountain Valley, CA 92708 Dollar Value of Subcontract \$ 78,320.00
 Phone No. 714-597-6452
 License No. 549635 DIR Registration No. 1000009699

Name Rite-Way Roof Corporation Type of Work Roofing
 Address 15425 Arrow St
 City Fontana, CA 92335 Dollar Value of Subcontract \$ 175,671.00
 Phone No. 909-350-8490
 License No. 661941 DIR Registration No. 1000001946

Name Karcher Environmental, Inc Type of Work Demo + Abatement
 Address 2300 E Orangewood Ave
 City Anaheim, CA 92806 Dollar Value of Subcontract \$ 166,250.00
 Phone No. 714-385-1490
 License No. 481416 DIR Registration No. 1000007940

Name Daniel Heating & Air Conditioning, Inc Type of Work HVAC
 Address 25041 Redlands Blvd
 City Loma Linda, CA 92354 Dollar Value of Subcontract \$ 209,900.00
 Phone No. 909-466-5155
 License No. 610726 DIR Registration No. 1000019282

EXHIBIT "E"
Project Labor Agreement

35891

PROJECT LABOR AGREEMENT

BY AND BETWEEN

THE CITY OF LONG BEACH

AND

LOS ANGELES/ORANGE COUNTIES

BUILDING AND CONSTRUCTION TRADES COUNCIL

AND THE SIGNATORY CRAFT COUNCILS AND UNIONS

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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)

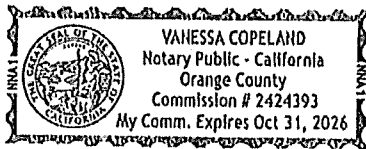
County of Orange)

On 9/14/2023 before me, Vanessa Copeland, Notary Public, personally appeared Terah Lane 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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Capacity(ies) Claimed by Signer(s)

Signer's Name: Terah Lane

Signer's Name: _____

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

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

Signer Is Representing: _____

Signer Is Representing: _____

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

87921

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark Richardson, Vanessa Copeland, Kevin Cathcart, Lisa Pellerito, Terah Lane, Michael Parizino, James A. Schaller, Raciello Rhoault, Jeri Apodaca, Heather Saltarelli, Kim Luu, Maria Guise, Leigh McDonough

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio
Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of September, 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay

Michael C. Fay, Senior Vice President

BOND PREMIUM: \$32,845.00
BOND EXECUTED IN DUPLICATE
PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Performance Bond
No. 602-114962-5

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to PCN3, INC., a California corporation, designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: construction of the Fire Station 14 Workforce Privacy Project, as described in Specification No.: R-7215, Addenda/Addendum, and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and United States Fire Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Three Million Six Hundred Ninety-Four Thousand Eight Hundred Fifty-Six Dollars (\$3,694,856) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board 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 more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of September, 2023.

United States Fire Insurance Company

By: [Signature] Surety Name
Signature

Name: Terah Lane Printed Name

Title: Attorney-In-Fact

Address: 305 Madison Avenue, Morristown, NJ 07960

Telephone: (973) 490-6600

Terah Lane, Attorney-In-Fact
Attorney-In-Fact

[Signature]
Signature

(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

9-21-23, 2023

Approved as to form.

DAWN MCINTOSH, City Attorney

By: [Signature]
Deputy City Attorney

PCN3, INC., a California corporation

By: [Signature] Signature

Name: Brian Abghari Printed Name

Title: President

By: [Signature] Signature

Name: Brian Abghari Printed Name

Title: Secretary

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

9-27-2023, 2023

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

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 Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA 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 Orange

On September 20, 2023 before me, Portia C. Moore, notary public
Date Here Insert Name and Title of the Officer

personally appeared Brian Abghari
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 and/or Stamp Above

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: Fidelity Performance Bond

Document Date: September 14, 2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari Signer's Name: _____

Corporate Officer – Title(s): President / Sec 109 Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

BOND PREMIUM: INCLUDED IN
PERFORMANCE BOND
BOND EXECUTED IN DUPLICATE
PREMIUM IS FOR THE CONTRACT TERM
AND IS SUBJECT TO ADJUSTMENT
BASED ON FINAL CONTRACT PRICE

Payment Bond
No. 802-114962-5

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to PCN3, INC., a California corporation, designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: construction of the Fire Station 14 Workforce Privacy Project, as described in Specification No.: R-7215 Addenda/Addendum, and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and United States Fire Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of Three Million Six Hundred Ninety-Four Thousand Eight Hundred Fifty-Six Dollars (\$3,694,856) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board 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 more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of September, 2023.

United States Fire Insurance Company

PCN3, INC., a California corporation

By: [Signature]
Surety Name
Signature

By: [Signature]
Signature

Name: Terah Lane
Printed Name

Name: Bilal Alshari
Printed Name

Title: Attorney-In-Fact

Title: President

Address: 305 Madison Avenue, Morristown, NJ 07960

By: [Signature]
Signature

Telephone: (973) 490-6600

Name: Bilal Alshari
Printed Name

Terah Lane, Attorney-In-Fact
Attorney-in-Fact
[Signature]
Signature

Title: Secretary

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

9-21-23, 2023

September 27, 2023, 2023

Approved as to form.

Approved as to sufficiency.

DAWN MCINTOSH, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

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 Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA 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 Orange }

On September 20, 2023 before me, Portia C. Moore, notary public,
Date Here Insert Name and Title of the Officer

personally appeared Brian Abghari
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.



Place Notary Seal and/or Stamp Above

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

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: Payment Bond

Document Date: September 14, 2023 Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Brian Abghari Signer's Name: _____

Corporate Officer – Title(s): President/secretary Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

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 Orange)

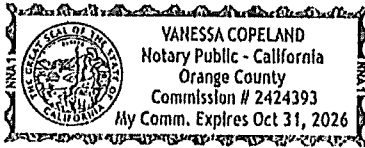
On 9/14/2003 before me, Vanessa Copeland, Notary Public, personally appeared Terah Lane Name(s) of Signer(s)

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 present fraudulent and reattachment of this form to another document.

Description of Attached Document

Type or Title of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

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

Signer's Name: Terah Lane

Signer's Name:

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

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

Signer Is Representing:

Signer Is Representing:

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

87921

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Mark Richardson, Vanessa Copeland, Kevin Cathcart, Lisa Pellerito, Terah Lane, Michael Parizino, James A. Schaller, Rachelle Rheault, Jeri Apodaca, Heather Saltarelli, Kim Luu, Maria Guise, Leigh McDonough

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: Unlimited

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

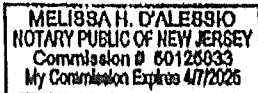


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio

Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 14th day of September, 20 23

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay

Michael C. Fay, Senior Vice President