

CONTRACT

**35974**

THIS CONTRACT is made and entered, in duplicate, as of July 7, 2021 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 6, 2021, by and between SHIMMICK CONSTRUCTION COMPANY, INC., a California corporation ("Contractor"), whose address is 530 Technology Drive, Suite 300, Irvine, California 92618, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility Phase I in the City of Long Beach, California, dated February 24, 2021, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7179;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7179 for LB-MUST Facility Phase I in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for LB-MUST Facility Phase I in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total

1 compensation to Contractor shall not exceed the maximum cumulative amount of  
2 Fifteen Million Seven Hundred Sixteen Thousand Four Dollars (\$15,716,400) for the  
3 estimated quantities established in the Bid, subject to additions or deductions as  
4 provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,  
11 Project Specifications No. R-7179 (which may include by reference the Standard  
12 Specifications for Public Works Construction, latest edition, and any supplements  
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
14 Plans; Project Drawing No. C-6473 for this work; the California Code of Regulations;  
15 the various Uniform Codes applicable to trades; the prevailing wage rates;  
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the  
18 Citywide Project Labor Agreement; this Contract and all documents attached hereto  
19 or referenced herein including but not limited to insurance; Bond for Faithful  
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
21 addenda or change orders issued in accordance with the Standard Specifications;  
22 any permits required and issued for the work; approved final design drawings and  
23 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").  
24 These Contract Documents are incorporated herein by the above reference and  
25 form a part of this Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
27 if any conflict or inconsistency exists or develops among or between Contract  
28 Documents, the following priority shall govern: 1) Permit(s) from other public

1 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
2 hereto); 4) Addenda (which shall include written clarifications, corrections and  
3 changes to the bid documents and other types of written notices issued prior to bid  
4 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
5 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section  
6 3.A. of the Greenbook); 9) other reference specifications; 10) other reference  
7 plans; 11) the Bid; and 12) the Notice Inviting Bids.

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
9 to be specified in a written Notice to Proceed from City and shall complete all work within  
10 four hundred eighty (480) working days thereafter, subject to strikes, lockouts and events  
11 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
12 damage if the work is not completed within the time stated, but those damages would be  
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
14 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

14           10.    WORK DAY. Contractor shall comply with Sections 1810 through  
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
16 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by  
17 Contractor or any subcontractor for each calendar day such worker is required or permitted  
18 to work more than eight (8) hours unless that worker receives compensation in accordance  
19 with Section 1815.

20           11.    PREVAILING WAGE RATES. Contractor is directed to pay the  
21 general rate of per diem wages for each craft, classification, or type of worker needed to  
22 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per  
23 diem wages are on file at its principle office (Labor Compliance Division, 411 W. Ocean  
24 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any  
25 interested party upon request. Contractor is required to post a copy of the determination of  
26 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section  
27 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)  
28 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,

1 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
2 work done by Contractor, or any subcontractor, under this Contract. The difference  
3 between the prevailing wage rates and the amount paid to each worker for each calendar  
4 day or portion thereof for which each worker was paid less than the prevailing wage rate  
5 shall be paid to each worker by the Contractor or subcontractor.

6 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

7 Contractor is advised that this work constitutes a public work of improvement subject to  
8 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant  
9 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid  
10 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public  
11 contract Code, or engage in the performance of any contract for public work, as defined in  
12 the California Labor Code, unless currently registered and qualified to perform public work  
13 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into  
14 without proof of the Contractor's (or subcontractor's) current registration to perform public  
15 work pursuant to Section 1725.5. All work conducted in support of this public work of  
16 improvement is subject to compliance monitoring and enforcement by the Department of  
17 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in  
18 the California Labor Code Section 1777.5 and will be responsible for subcontractor  
19 apprenticeship compliance to the same.

20 13. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8           14. NOTICES.

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

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

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

25           16. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
26 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
27 without the written consent of City first had and obtained, nor will City recognize any  
28 subcontractor as such, and all persons engaged in the work of construction will be

1 considered as independent contractors or agents of Contractor and will be held directly  
2 responsible to Contractor.

3 17. CERTIFIED PAYROLL RECORDS.

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

17 B. Contractor shall submit to the City certified payroll records for  
18 Contractor and all subcontractors performing any portion of the work under this  
19 Contract on a monthly basis. Certified payroll records for Contractor and all  
20 subcontractors shall be maintained during the course of the work and shall be kept  
21 by Contractor for up to three (3) years after completion of the work.

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

26 18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

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

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

9 20. TAXES AND TAX REPORTING.

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

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



1 personal property that was subject to sales or use tax in the previous calendar year.

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

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

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

- 1                   21.    ADVERTISING. Contractor shall not use the name of City, its officials  
2 or employees in any advertising or solicitation for business, nor as a reference, without the  
3 prior approval of the City Manager, City Engineer or designee.
- 4                   22.    AUDIT. City shall have the right at all reasonable times during  
5 performance of the work under this Contract for a period of five (5) years after final  
6 completion of the work to examine, audit, inspect, review, extract information from and  
7 copy all books, records, accounts and other documents of Contractor relating to this  
8 Contract.
- 9                   23.    NO PECULIAR RISK. Contractor acknowledges and agrees that the  
10 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
11 no special precautions are required to perform said work.
- 12                  24.    THIRD PARTY BENEFICIARY. This Contract is intended by the  
13 parties to benefit themselves only and is not in any way intended or designed to or entered  
14 for the purpose of creating any benefit or right of any kind for any person or entity that is  
15 not a party to this Contract.
- 16                  25.    SUBCONTRACTORS. Contractor agrees to and shall bind every  
17 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
18 create any obligation on the part of City to pay any subcontractor except in accordance  
19 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
20 with this Section shall be deemed a material breach of this Contract. A list of  
21 subcontractor(s) submitted by Contractor in compliance with Public Contract Code  
22 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this  
23 reference.
- 24                  26.    NO DUTY TO INSPECT. No language in this Contract shall create  
25 and City shall not have any duty to inspect, correct, warn of or investigate any condition  
26 arising from Contractor's work hereunder, or to insure compliance with laws, rules or  
27 regulations relating to said work. If City does inspect or investigate, the results thereof  
28 shall not be deemed compliance with or a waiver of any requirements of the Contract

1 Documents.

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

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

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

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

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

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

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

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

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

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

15 31. PROJECT LABOR AGREEMENT. This Project is covered by a  
16 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
17 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
18 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours  
19 worked. The local hire provision requires best efforts to utilize qualified workers residing  
20 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip  
21 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
22 However, if Project work is funded in full or in part by State of California Tideland funds,  
23 then the local hire provision requires best efforts to utilize qualified workers residing within  
24 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the  
25 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to  
26 comply with the PLA. Contractor agrees to work with the City and its selected Independent  
27 Jobs Coordinator, if applicable, to promote the local hiring goals and objectives of the PLA.

28 32. DEFAULT. Default shall include but not be limited to Contractor's

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

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

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

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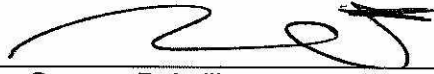
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SHIMMICK CONSTRUCTION COMPANY, INC., a California corporation

July 13, 2021

By   
Name W. Andrew Sloane, III  
Title Executive Vice President


July 14, 2021

By   
Name Gregory Dukellis  
Title Executive Vice President/Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

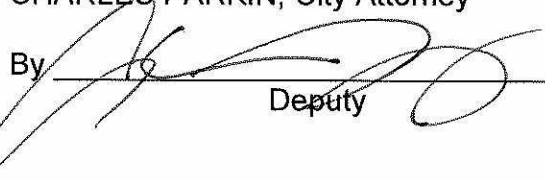
August 3, 2021

By   
City Manager  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

"City"

This Contract is approved as to form on August 3, 2021.

CHARLES PARKIN, City Attorney

By   
Deputy

# EXHIBIT A

Awarded: Whole Bid

## Bid Results

### Bidder Details

**Vendor Name** Shimmick Construction Company, Inc.  
**Address** 530 Technology Dr. Suite 300  
Irvine, California 92618  
United States  
**Respondee** W. Andrew Sloane III  
**Respondee Title** Executive Vice President  
**Phone** 949-333-1500  
**Email** smills@shimmick.com  
**Vendor Type** NONE  
**License #** 594575

### Bid Detail

**Bid Format** Electronic  
**Submitted** 05/07/2021 9:43 AM (PST)  
**Delivery Method**  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 253185

### Respondee Comment

### Buyer Comment

### Attachments

File Title	File Name	File Type
Shimmick Bid Docs.pdf	Shimmick Bid Docs.pdf	General Attachment



## Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Section 1</b>							\$1,540,000.00		
1			Mobilization/De-Mobilization	LS	1	\$1,540,000.00	\$1,540,000.00	Yes	
<b>Section 2</b>							\$100,000.00		
2			Sheeting, Shoring, and Bracing	LS	1	\$100,000.00	\$100,000.00	Yes	
<b>Section 3</b>							\$64,000.00		
3			Insurance Premium for Acts of God	LS	1	\$64,000.00	\$64,000.00	Yes	
<b>Section 4</b>							\$40,000.00		
4			Site Preparation and Demolition	LS	1	\$40,000.00	\$40,000.00	Yes	
<b>Section 5</b>							\$350,000.00		
5			Site Grading	LS	1	\$350,000.00	\$350,000.00	Yes	
<b>Section 6</b>							\$25,000.00		
6			Relocation of Irrigation Equipment	LS	1	\$25,000.00	\$25,000.00	Yes	
<b>Section 7</b>							\$23,000.00		
7			Maintenance of CPM Schedule	LS	1	\$23,000.00	\$23,000.00	Yes	
<b>Section 8</b>							\$65,000.00		
8			Compliance and Maintenance of CGP, SWPPP, and BMP	LS	1	\$65,000.00	\$65,000.00	Yes	
<b>Section 9</b>							\$475,000.00		
9			Yard Piping and Utilities	LS	1	\$475,000.00	\$475,000.00	Yes	
<b>Section 10</b>							\$20,000.00		
10			Sewer Connection to LACSD Trunk Sewer	LS	1	\$20,000.00	\$20,000.00	Yes	
<b>Section 11</b>							\$230,000.00		
11			Finished Site Surfacing	LS	1	\$230,000.00	\$230,000.00	Yes	
<b>Section 12</b>							\$60,000.00		
12			Precast Outlet Structure with Slide Gates	LS	1	\$60,000.00	\$60,000.00	Yes	
<b>Section 13</b>							\$85,000.00		
13			LID Drain Pump Station including Valve Vault	LS	1	\$85,000.00	\$85,000.00	Yes	
<b>Section 14</b>							\$24,000.00		
14			Precast Catch Basins	EACH	4	\$6,000.00	\$24,000.00	Yes	
<b>Section 15</b>							\$4,500.00		
15			Curb Ramps	EACH	1	\$4,500.00	\$4,500.00	Yes	
<b>Section 16</b>							\$57,500.00		
16			Curb and Gutter	LS	1	\$57,500.00	\$57,500.00	Yes	
<b>Section 17</b>							\$30,000.00		
17			Striping and Signage	LS	1	\$30,000.00	\$30,000.00	Yes	
<b>Section 18</b>							\$5,600.00		
18			Removable Bollards	EACH	4	\$1,400.00	\$5,600.00	Yes	
<b>Section 19</b>							\$13,000.00		
19			Fixed Bollards	EACH	10	\$1,300.00	\$13,000.00	Yes	
<b>Section 20</b>							\$2,320,000.00		
20			Concrete Masonry Unit Building Structure	LS	1	\$2,320,000.00	\$2,320,000.00	Yes	
<b>Section 21</b>							\$225,000.00		
21			Doors, Hardware, and Windows	LS	1	\$225,000.00	\$225,000.00	Yes	
<b>Section 22</b>							\$215,000.00		
22			Rough Carpentry	LS	1	\$215,000.00	\$215,000.00	Yes	
<b>Section 23</b>							\$25,000.00		
23			FRP Fabrications	LS	1	\$25,000.00	\$25,000.00	Yes	
<b>Section 24</b>							\$650,000.00		
24			Interior Finishes	LS	1	\$650,000.00	\$650,000.00	Yes	
<b>Section 25</b>							\$12,500.00		
25			Exterior Finishes	LS	1	\$12,500.00	\$12,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Section 26</b>							<b>\$285,000.00</b>		
26			Roofing System	LS	1	\$285,000.00	\$285,000.00	Yes	
<b>Section 27</b>							<b>\$17,000.00</b>		
27			Building Ceiling	LS	1	\$17,000.00	\$17,000.00	Yes	
<b>Section 28</b>							<b>\$47,500.00</b>		
28			Interior Lighting	LS	1	\$47,500.00	\$47,500.00	Yes	
<b>Section 29</b>							<b>\$450,000.00</b>		
29			HVAC Systems	LS	1	\$450,000.00	\$450,000.00	Yes	
<b>Section 30</b>							<b>\$115,000.00</b>		
30			Metal Ductwork Systems	LS	1	\$115,000.00	\$115,000.00	Yes	
<b>Section 31</b>							<b>\$2,600.00</b>		
31			Interior Signage	LS	1	\$2,600.00	\$2,600.00	Yes	
<b>Section 32</b>							<b>\$2,700.00</b>		
32			Lockers	LS	1	\$2,700.00	\$2,700.00	Yes	
<b>Section 33</b>							<b>\$300,000.00</b>		
33			Fire Protection Specialties	LS	1	\$300,000.00	\$300,000.00	Yes	
<b>Section 34</b>							<b>\$37,000.00</b>		
34			Building Plumbing Systems	LS	1	\$37,000.00	\$37,000.00	Yes	
<b>Section 35</b>							<b>\$123,000.00</b>		
35			Plumbing Fixtures and Equipment	LS	1	\$123,000.00	\$123,000.00	Yes	
<b>Section 36</b>							<b>\$150,000.00</b>		
36			New Electrical Service	LS	1	\$150,000.00	\$150,000.00	Yes	
<b>Section 37</b>							<b>\$120,000.00</b>		
37			Low-Voltage Switchboards	LS	1	\$120,000.00	\$120,000.00	Yes	
<b>Section 38</b>							<b>\$125,000.00</b>		
38			Panelboards and Transformers	LS	1	\$125,000.00	\$125,000.00	Yes	
<b>Section 39</b>							<b>\$380,000.00</b>		
39			Wire and Cabling	LS	1	\$380,000.00	\$380,000.00	Yes	
<b>Section 40</b>							<b>\$1,000,000.00</b>		
40			Underground Raceway Systems	LS	1	\$1,000,000.00	\$1,000,000.00	Yes	
<b>Section 41</b>							<b>\$195,000.00</b>		
41			Above Ground Raceway Systems	LS	1	\$195,000.00	\$195,000.00	Yes	
<b>Section 42</b>							<b>\$36,500.00</b>		
42			Wiring Devices	LS	1	\$36,500.00	\$36,500.00	Yes	
<b>Section 43</b>							<b>\$26,000.00</b>		
43			Grounding System	LS	1	\$26,000.00	\$26,000.00	Yes	
<b>Section 44</b>							<b>\$15,000.00</b>		
44			Active Harmonic Filters	LS	1	\$15,000.00	\$15,000.00	Yes	
<b>Section 45</b>							<b>\$25,000.00</b>		
45			Surge Protection Devices	LS	1	\$25,000.00	\$25,000.00	Yes	
<b>Section 46</b>							<b>\$20,000.00</b>		
46			Exterior Lighting	LS	1	\$20,000.00	\$20,000.00	Yes	
<b>Section 47</b>							<b>\$35,000.00</b>		
47			Electrical Studies	LS	1	\$35,000.00	\$35,000.00	Yes	
<b>Section 48</b>							<b>\$57,500.00</b>		
48			Irrigation Systems	LS	1	\$57,500.00	\$57,500.00	Yes	
<b>Section 49</b>							<b>\$90,000.00</b>		
49			Landscaping	LS	1	\$90,000.00	\$90,000.00	Yes	
<b>Section 50</b>							<b>\$48,500.00</b>		
50			(Field) Control Panels	LS	1	\$48,500.00	\$48,500.00	Yes	

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
<b>Section 51</b>							\$100,000.00		
51			CUF & Photo-CAT Systems Installation	LS	1	\$100,000.00	\$100,000.00	Yes	
<b>Section 52</b>							\$115,000.00		
52			Pipe Supports	LS	1	\$115,000.00	\$115,000.00	Yes	
<b>Section 53</b>							\$925,000.00		
53			Super-Austenitic Stainless Steel Pipes	LS	1	\$925,000.00	\$925,000.00	Yes	
<b>Section 54</b>							\$150,000.00		
54			316L Stainless Steel Pipes	LS	1	\$150,000.00	\$150,000.00	Yes	
<b>Section 55</b>							\$1,000.00		
55			Steel Pipes	LS	1	\$1,000.00	\$1,000.00	Yes	
<b>Section 56</b>							\$32,500.00		
56			Ductile Iron Pipes (Aboveground)	LS	1	\$32,500.00	\$32,500.00	Yes	
<b>Section 57</b>							\$325,000.00		
57			PVC and PVDF Pipes	LS	1	\$325,000.00	\$325,000.00	Yes	
<b>Section 58</b>							\$20,000.00		
58			Plastic Tubing	LS	1	\$20,000.00	\$20,000.00	Yes	
<b>Section 59</b>							\$375,000.00		
59			Pipe Accessories (fittings, couplings, and valves)	LS	1	\$375,000.00	\$375,000.00	Yes	
<b>Section 60</b>							\$50,000.00		
60			Vertical In-Line Pumps	LS	1	\$50,000.00	\$50,000.00	Yes	
<b>Section 61</b>							\$55,000.00		
61			Submersible Sump Pumps	LS	1	\$55,000.00	\$55,000.00	Yes	
<b>Section 62</b>							\$75,000.00		
62			Hydropneumatic Tank System	LS	1	\$75,000.00	\$75,000.00	Yes	
<b>Section 63</b>							\$65,000.00		
63			Polyethylene Tanks	LS	1	\$65,000.00	\$65,000.00	Yes	
<b>Section 64</b>							\$235,000.00		
64			FRP Tanks	LS	1	\$235,000.00	\$235,000.00	Yes	
<b>Section 65</b>							\$45,500.00		
65			Forklift	EACH	1	\$45,500.00	\$45,500.00	Yes	
<b>Section 66</b>							\$165,000.00		
66			Chemical Metering Skids	LS	1	\$165,000.00	\$165,000.00	Yes	
<b>Section 67</b>							\$28,500.00		
67			Metering Pumps	EACH	3	\$9,500.00	\$28,500.00	Yes	
<b>Section 68</b>							\$675,000.00		
68			Iron/Manganese Pressure Filtration Systems	LS	1	\$675,000.00	\$675,000.00	Yes	
<b>Section 69</b>							\$120,000.00		
69			Cartridge Filters	LS	1	\$120,000.00	\$120,000.00	Yes	
<b>Section 70</b>							\$280,000.00		
70			Field Instrumentations	LS	1	\$280,000.00	\$280,000.00	Yes	
<b>Section 71</b>							\$115,000.00		
71			PLC-Based Control Hardware	LS	1	\$115,000.00	\$115,000.00	Yes	
<b>Section 72</b>							\$72,500.00		
72			(PLC) Control Panels	LS	1	\$72,500.00	\$72,500.00	Yes	
<b>Section 73</b>							\$1,200,000.00		
73			PLC-Based Control Software and System Integration	LS	1	\$1,200,000.00	\$1,200,000.00	Yes	
<b>Section 74</b>							\$50,000.00		
74			SUPPLIER Field Services for CUF and Photo-CAT Systems	LS	1	\$50,000.00	\$50,000.00	Yes	
<b>Section 75</b>							\$79,000.00		
75			Disposal of Contaminated Soil	LS	1	\$79,000.00	\$79,000.00	Yes	

## Line Item Subtotals

Section Title	Line Total
Section 1	\$1,540,000.00
Section 2	\$100,000.00
Section 3	\$64,000.00
Section 4	\$40,000.00
Section 5	\$350,000.00
Section 6	\$25,000.00
Section 7	\$23,000.00
Section 8	\$65,000.00
Section 9	\$475,000.00
Section 10	\$20,000.00
Section 11	\$230,000.00
Section 12	\$60,000.00
Section 13	\$85,000.00
Section 14	\$24,000.00
Section 15	\$4,500.00
Section 16	\$57,500.00
Section 17	\$30,000.00
Section 18	\$5,600.00
Section 19	\$13,000.00
Section 20	\$2,320,000.00
Section 21	\$225,000.00
Section 22	\$215,000.00
Section 23	\$25,000.00
Section 24	\$650,000.00
Section 25	\$12,500.00
Section 26	\$285,000.00
Section 27	\$17,000.00
Section 28	\$47,500.00
Section 29	\$450,000.00
Section 30	\$115,000.00
Section 31	\$2,600.00
Section 32	\$2,700.00
Section 33	\$300,000.00
Section 34	\$37,000.00
Section 35	\$123,000.00
Section 36	\$150,000.00
Section 37	\$120,000.00
Section 38	\$125,000.00
Section 39	\$380,000.00
Section 40	\$1,000,000.00
Section 41	\$195,000.00
Section 42	\$36,500.00
Section 43	\$26,000.00
Section 44	\$15,000.00
Section 45	\$25,000.00

<b>Section 46</b>		<b>\$20,000.00</b>
<b>Section 47</b>		<b>\$35,000.00</b>
<b>Section 48</b>		<b>\$57,500.00</b>
<b>Section 49</b>		<b>\$90,000.00</b>
<b>Section 50</b>		<b>\$48,500.00</b>
<b>Section 51</b>		<b>\$100,000.00</b>
<b>Section 52</b>		<b>\$115,000.00</b>
<b>Section 53</b>		<b>\$925,000.00</b>
<b>Section 54</b>		<b>\$150,000.00</b>
<b>Section 55</b>		<b>\$1,000.00</b>
<b>Section 56</b>		<b>\$32,500.00</b>
<b>Section 57</b>		<b>\$325,000.00</b>
<b>Section 58</b>		<b>\$20,000.00</b>
<b>Section 59</b>		<b>\$375,000.00</b>
<b>Section 60</b>		<b>\$50,000.00</b>
<b>Section 61</b>		<b>\$55,000.00</b>
<b>Section 62</b>		<b>\$75,000.00</b>
<b>Section 63</b>		<b>\$65,000.00</b>
<b>Section 64</b>		<b>\$235,000.00</b>
<b>Section 65</b>		<b>\$45,500.00</b>
<b>Section 66</b>		<b>\$165,000.00</b>
<b>Section 67</b>		<b>\$28,500.00</b>
<b>Section 68</b>		<b>\$675,000.00</b>
<b>Section 69</b>		<b>\$120,000.00</b>
<b>Section 70</b>		<b>\$280,000.00</b>
<b>Section 71</b>		<b>\$115,000.00</b>
<b>Section 72</b>		<b>\$72,500.00</b>
<b>Section 73</b>		<b>\$1,200,000.00</b>
<b>Section 74</b>		<b>\$50,000.00</b>
<b>Section 75</b>		<b>\$79,000.00</b>
	<b>Grand Total</b>	<b>\$15,716,400.00</b>

# 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:

Shimmick Construction Company, Inc.

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



W. Andrew Sloane III

Title: Executive Vice President

Date: 5/6/2021



# EXHIBIT C

Information to Comply with Labor Code Section 2810

## 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: C67800047
  - B. Name of Insurer (NOT Broker): ACE American Insurance Co.
  - C. Address of Insurer: PO Box 100, Philadelphia, PA 19106
  - D. Telephone Number of Insurer: 215-640-1000
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): 1FMCU0GD8KUB62167 ; additional to be provided later
  - B. Automobile Liability Insurance Policy Number: H09095184
  - C. Name of Insurer (NOT Broker): ACE American Insurance Co.
  - D. Address of Insurer: PO Box 100, Philadelphia, PA 19106
  - E. Telephone Number of Insurer: 215-640-1000
  
- 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: 12
  
- 5) Estimated total wages to be paid those workers: ~\$1,250,000
  
- 6) Dates (or schedule) when those wages will be paid: weekly
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: 0
  
- 8) Taxpayer's Identification Number: ██████████

# 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	<u>Pacific Single Ply Roofing Inc.</u>	Type of Work	<u>Roofing</u>
Address	<u>PO Box 217</u>		
City	<u>La Habra, CA 90633</u>	Dollar Value of Subcontract	<u>\$ 123,364</u>
Phone No.	<u>562-691-3999</u>		
License No.	<u>777968</u>	DIR Registration No.	<u>1000007564</u>
Name	<u>Infinity Drywall Contracting Inc.</u>	Type of Work	<u>Metal Stud Framing &amp; Drywall</u>
Address	<u>225 S Loara St</u>		
City	<u>Anaheim, CA 92802</u>	Dollar Value of Subcontract	<u>\$ 181,500</u>
Phone No.	<u>714-634-2255</u>		
License No.	<u>886097</u>	DIR Registration No.	<u>1000005114</u>
Name	<u>Stoney Masonry Inc.</u>	Type of Work	<u>Masonry</u>
Address	<u>12454 Rodbern Ct.</u>		
City	<u>Madera, CA 93637</u>	Dollar Value of Subcontract	<u>\$ 652,138</u>
Phone No.	<u>559-637-8000</u>		
License No.	<u>777782</u>	DIR Registration No.	<u>1000000855</u>
Name	<u>Eckles Construction</u>	Type of Work	<u>Metal Deck</u>
Address	<u>8907 Warner Ave. Suite 239</u>		
City	<u>Huntington Beach, CA 92647</u>	Dollar Value of Subcontract	<u>\$ 106,365</u>
Phone No.	<u>714-843-5831</u>		
License No.	<u>312536</u>	DIR Registration No.	<u>1000003773</u>
Name	<u>Marina Landscape Inc.</u>	Type of Work	<u>Irrigation &amp; Landscape</u>
Address	<u>3707 W. Garden Grove Blvd.</u>		
City	<u>Orange, CA 92868</u>	Dollar Value of Subcontract	<u>\$ 133,000</u>
Phone No.	<u>714-939-6600</u>		
License No.	<u>492862</u>	DIR Registration No.	<u>1000000079</u>

## 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	<u>IMRAE</u>	Type of Work	<u>Architectural Coating</u>
Address	<u>41725 Elm St. Suite 202</u>		
City	<u>Murrieta, CA 92562</u>	Dollar Value of Subcontract	<u>\$ 335,000</u>
Phone No.	<u>951-413-0240</u>		
License No.	<u>1009316</u>	DIR Registration No.	<u>1000035256</u>
Name	<u>H. Wayne Lewis Inc. dba Amber Steel Co.</u>	Type of Work	<u>Rebar</u>
Address	<u>312 S. Willow Ave.</u>		
City	<u>Rialto, CA 92376</u>	Dollar Value of Subcontract	<u>\$ 148,700</u>
Phone No.	<u>909-874-2213</u>		
License No.	<u>268566</u>	DIR Registration No.	<u>1000000630</u>
Name	<u>Johnson Controls Fire Protection LP</u>	Type of Work	<u>Fire Suppression</u>
Address	<u>3568 Ruffin Rd South</u>		
City	<u>San Diego, CA 92123</u>	Dollar Value of Subcontract	<u>\$ 161,487</u>
Phone No.	<u>858-285-3939</u>		
License No.	<u>986047</u>	DIR Registration No.	<u>1000000576</u>
Name	<u>Sherrin Glass &amp; Metal Inc.</u>	Type of Work	<u>Glazing</u>
Address	<u>10832 Kyle St. Unit E</u>		
City	<u>Los Alamitos, CA 90720</u>	Dollar Value of Subcontract	<u>\$ 124,442</u>
Phone No.	<u>562-594-9960</u>		
License No.	<u>680201</u>	DIR Registration No.	<u>1000004408</u>
Name	<u>EBS General Engineering Inc.</u>	Type of Work	<u>Walkway, Curb &amp; Gutter</u>
Address	<u>1345 Quarry St. #101</u>		
City	<u>Corona, CA 92879</u>	Dollar Value of Subcontract	<u>\$83,834</u>
Phone No.	<u>951-279-6869</u>		
License No.	<u>720016</u>	DIR Registration No.	<u>1000005295</u>

# EXHIBIT “E”

Letter of Assent



Shimmick Construction Co., Inc.  
530 Technology Dr.  
Suite 300  
Irvine, CA 92618  
Main: 949.333.1500  
SHIMMICK.COM

July 13, 2021

PLA Administrator  
City of Long Beach  
411 W. Ocean Blvd. 5th Floor  
Long Beach, CA 90802

Re: Project Labor Agreement - Letter of Assent

Dear Sir/Madam:

This is to confirm that Shimmick agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Shimmick Construction Company, Inc.

By:   
W. Andrew Sloane, III - Executive Vice President

# APPENDIX “A”



*Please type or print clearly. Read instructions on reverse before completing this form.*

**SECTION I - BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

*LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET*

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

**SECTION III - CERTIFICATION STATEMENT**

I hereby certify that I qualify for a *Use Tax Direct Payment Permit* for the following reason: *(Please check one of the following)*

- I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.
- I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a *Use Tax Direct Payment Permit*.

*The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.*

SIGNATURE	TITLE
NAME (typed or printed)	DATE

*(See reverse side for general information and filing instructions)*

**USE TAX DIRECT PAYMENT PERMIT  
(General Information and Filing Instructions)**

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
  - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
  - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

**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 SHIMMICK CONSTRUCTION COMPANY, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility Phase I in the City of Long Beach, as described in Specification No.: R-7179, 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 Berkshire Hathaway Specialty 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 Fifteen Million Seven Hundred Sixteen Thousand Four Hundred Dollars (\$15,716,400) 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 12th day of July, 2021.

Berkshire Hathaway Specialty Insurance Company

By:   
Signature

Name: Nicholas Fredrickson  
Printed Name

Title: Attorney-in-Fact CA Lic #0155652

Address: 2233 112th Ave NE, Bellevue, WA 98004

Telephone: (425) 709-3600

Nicholas Fredrickson


Attorney-in-Fact  
  
Signature

SHIMMICK CONSTRUCTION COMPANY, INC., a California corporation

By:   
Signature

Name: W. Andrew Sloane, III  
Printed Name

Title: Executive Vice President

By:   
Signature

Name: Gregory Dukellis  
Printed Name

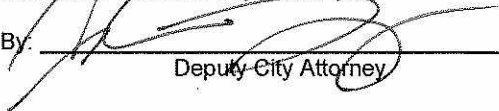
Title: Executive Vice President / Secretary

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

August 3, 2021

Approved as to form.

CHARLES PARKIN, City Attorney

By:   
Deputy City Attorney

\_\_\_\_\_, 2021

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By:   
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

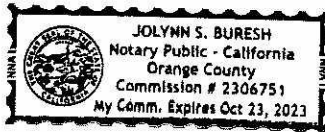
On July 13, 2021 before me, Jolynn S. Buresh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared W. Andrew Sloane, III  
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: \_\_\_\_\_ 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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

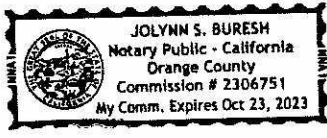
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On July 14, 2021 before me, Jolynn S. Buresh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gregory Dukellis  
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: \_\_\_\_\_

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: \_\_\_\_\_



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Susan Larson, Charla Boadle, Scott Garcia, Elizabeth Hahn, Roger Kaltenbach, Andrew Larsen, Mindee L. Rankin, Scott Fisher, Jana Roy, Derek Sabo, Scott McGilvray, John Claeys, Nicholas Fredrickson, 2233 112th Avenue N.E. of the city of Bellevue, State of Washington, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

[Signature of David Fields]

By: David Fields, Executive Vice President

By: David Fields, Vice President

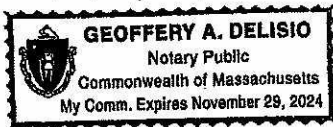


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 12, 2021.



[Signature of Officer]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

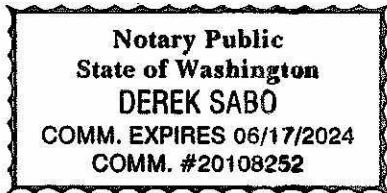


ACKNOWLEDGMENT

State of Washington)  
County of King)

On this 12th day of July, 2021, before me, Derek Sabo notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Nicholas Fredrickson, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Berkshire Hathaway Specialty Insurance Company as surety in said instrument, and acknowledged to me that she subscribed the name of said corporation thereto as surety, and her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC

A handwritten signature in cursive script, appearing to read "Derek Sabo", written over a horizontal line.

Commission Expires: 06/17/2024

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **SHIMMICK CONSTRUCTION COMPANY, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Long Beach Municipal Urban Stormwater Treatment (LB-MUST) Facility Phase I** in the City of Long Beach, as described in Specification No.: R-7179, 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 Berkshire Hathaway Specialty 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 **Fifteen Million Seven Hundred Sixteen Thousand Four Hundred Dollars (\$15,716,400)** 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 12th day of July, 2021.

Berkshire Hathaway Specialty Insurance Company

SHIMMICK CONSTRUCTION COMPANY, INC., a California corporation

By: Nicholas Fredrickson  
Signature

By: W. Andrew Sloane, III  
Signature

Name: Nicholas Fredrickson

Name: W. Andrew Sloane, III  
Printed Name

Title: Attorney-in-Fact CA Lic #0155652

Title: Executive Vice President

Address: 2233 112th Ave NE, Bellevue, WA 98004

By: Gregory Dukellis  
Signature

Telephone: (425) 709-3600

Name: Gregory Dukellis  
Printed Name

Nicholas Fredrickson

Title: Executive Vice President / Secretary

Nicholas Fredrickson  
Attorney-in-Fact  
Signature

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

August 3, 2021

\_\_\_\_\_, 2021

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney  
By: Charles Parkin  
Deputy City Attorney

CITY OF LONG BEACH, a municipal corporation  
By: Carl R. Hickman  
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**

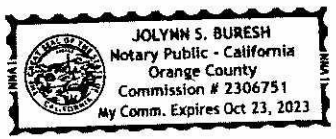
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange

On July 13, 2021 before me, Jolynn S. Buresh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared W. Andrew Sloane, III  
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: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer – Title(s): \_\_\_\_\_  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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

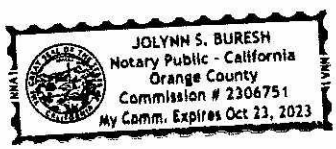
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of Orange }

On July 14, 2021 before me, Jolynn S. Buresh, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Gregory DukeUis  
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: \_\_\_\_\_

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: \_\_\_\_\_



Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Susan Larson, Charla Boadle, Scott Garcia, Elizabeth Hahn, Roger Kaltenbach, Andrew Larsen, Mindee L. Rankin, Scott Fisher, Jana Roy, Derek Sabo, Scott McGilvray, John Claeys, Nicholas Fredrickson, 2233 112th Avenue N.E. of the city of Bellevue, State of Washington, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President

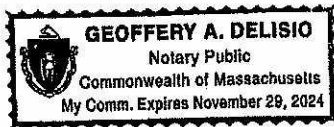


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY and Vice President of NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this July 12, 2021.



[Signature of Officer]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSISurety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

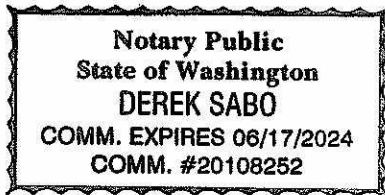
RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

ACKNOWLEDGMENT

State of Washington)  
County of King)

On this 12th day of July, 2021, before me, Derek Sabo notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Nicholas Fredrickson, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Berkshire Hathaway Specialty Insurance Company as surety in said instrument, and acknowledged to me that she subscribed the name of said corporation thereto as surety, and her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC

A handwritten signature in cursive script, appearing to read "Derek Sabo", written over a horizontal line.

Commission Expires: 06/17/2024