

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

CONTRACT

**33359**

1  
2  
3 THIS CONTRACT is made and entered, in duplicate, as of December 16,  
4 2013 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on December 10, 2013, by and between  
6 AVI-CON, INC. DBA CA CONSTRUCTION, a California corporation ("Contractor"),  
7 whose address is 981 Iowa Avenue, Suite A, Riverside, California 92507 , and the CITY  
8 OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Tenant Improvements,  
10 Multi Service Center Project in the City of Long Beach, California," dated September 5,  
11 2013, and published by City, bids were received, publicly opened and declared on the  
12 date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a  
15 contract with Contractor for the work described in Project Plans and Specifications No. R-  
16 6949;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
21 work described in "Project Plans and Specifications No. R-6949 for Tenant  
22 Improvements, Multi Service Center Project in the City of Long Beach, California," said  
23 work to be performed according to the Contract Documents identified below. However,  
24 this Contract is intended to provide to City complete and finished work and, to that end,  
25 Contractor shall do everything necessary to complete the work, whether or not  
26 specifically described in the Contract Documents.

27 2. PRICE AND PAYMENT.

28 A. City shall pay to Contractor the amount(s) for materials and

1 work identified in Contractor's "Bid for Tenant Improvements, Multi Service Center  
2 Project in the City of Long Beach, California," attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,  
8 Project Specifications No. R-6949 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; the California Code of Regulations; the various Uniform Codes  
12 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the  
13 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned  
14 Business Enterprise Program; this Contract and all documents attached hereto or  
15 referenced herein including but not limited to insurance; Bond for Faithful  
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
17 addenda or change orders issued in accordance with the Standard Specifications;  
18 any permits required and issued for the work; approved final design drawings and  
19 documents; and the Information Sheet. These Contract Documents are  
20 incorporated herein by the above reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
22 if any conflict or inconsistency exists or develops among or between Contract  
23 Documents, the following priority shall govern: 1) Permit(s) from other public  
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
25 hereto); 4) Addenda (which shall include written clarifications, corrections and  
26 changes to the bid documents and other types of written notices issued prior to bid  
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the  
28 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in

1 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)  
2 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
4 to be specified in a written "Notice to Proceed" from City and shall complete all work  
5 within ninety (90) working days thereafter, subject to strikes, lockouts and events beyond  
6 the control of Contractor. Time is of the essence hereunder. City will suffer damage if  
7 the work is not completed within the time stated, but those damages would be difficult or  
8 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
9 amount stated in the Contract Documents.

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

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

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

24 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
25 possession thereof to City ready for use and free and discharged from all claims for labor  
26 and materials in doing the work and shall assume and be responsible for, and shall  
27 protect, defend, indemnify and hold harmless City from and against any and all claims,  
28 demands, causes of action, liability, loss, costs or expenses for injuries to or death of

1 persons, or damages to property, including property of City, which arises from or is  
2 connected with the performance of the work.

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

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

9 10. WORK DAY. Contractor shall comply with Sections 1810 through  
10 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
11 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by  
12 Contractor or any subcontractor for each calendar day such worker is required or  
13 permitted to work more than eight (8) hours unless that worker receives compensation in  
14 accordance with Section 1815.

15 11. PREVAILING WAGE RATES. Contractor is directed to the  
16 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred  
17 Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or  
18 portion thereof, that such laborer, worker or mechanic is paid less than the prevailing  
19 wage rates for any work done by Contractor, or any subcontractor, under this Contract.

20 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

21 A. If the work is terminated pursuant to an order of any Federal  
22 or State authority, Contractor shall accept as full and complete compensation  
23 under this Contract such amount of money as will equal the product of multiplying  
24 the Contract price stated herein by the percentage of work completed by  
25 Contractor as of the date of such termination, and for which Contractor has not  
26 been paid. If the work is so terminated, the City Engineer, after consultation with  
27 Contractor, shall determine the percentage of work completed and the  
28 determination of the City 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  
4 City may by resolution of the City Council suspend performance hereunder until  
5 the cause of disability is removed, extend the time for performance, make changes  
6 in the character of the work or materials, or terminate this Contract without liability  
7 to either party.

8 13. NOTICES.

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

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

19 14. 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 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
26 any of the moneys that may become due Contractor hereunder may be assigned by  
27 Contractor without the written consent of City first had and obtained, nor will City  
28 recognize any subcontractor as such, and all persons engaged in the work of

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

3 16. CERTIFIED PAYROLL RECORDS.

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

17 B. Upon completion of the work, Contractor shall submit to the  
18 City certified payroll records for Contractor and all subcontractors performing any  
19 portion of the work under this Contract. Certified payroll records for Contractor  
20 and all subcontractors shall be maintained during the course of the work and shall  
21 be kept 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  
24 City with regard to submission and retention of certified payroll records for  
25 Contractor and subcontractors.

26 17. 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  
2 flood or the negligence or willful misconduct of City, then Contractor shall immediately  
3 make the City whole for any such loss or pay for any damage. If Contractor fails or  
4 refuses to make the City whole or pay, then City may do so and the cost and expense of  
5 doing so shall be deducted from the amount due Contractor from City hereunder.

6 18. 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 19. 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,  
16 Department of Financial Management. Contractor acknowledges and agrees that  
17 City has no obligation to pay Contractor until Contractor provides one of these  
18 numbers.

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

1 in the previous calendar year.

2 C. Contractor shall create and operate a buying company, as  
3 defined in State of California Board of Equalization Regulation 1699, subpart (h),  
4 in City if Contractor will purchase over \$10,000 in tangible personal property  
5 subject to 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 \$100,000 from vendors outside California  
12 until the form is submitted and the permit(s) obtained and, if Contractor does so, it  
13 shall be a material breach of this Contract. In addition, Contractor shall make all  
14 purchases from the Long Beach sales office of its vendors if those vendors have a  
15 Long Beach office and all purchases made by Contractor under this Contract  
16 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
17 Long Beach. Contractor shall require the same cooperation with City, with regards  
18 to subsections B, C and D under this section (including forms and permits), from  
19 its subcontractors and any other subcontractors who work directly or indirectly  
20 under the overall authority of this Contract.

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

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

28 21. AUDIT. If payment of any part of the consideration for this Contract

1 is made with federal, state or county funds and a condition to the use of those funds by  
2 City is a requirement that City render an accounting or otherwise account for said funds,  
3 then City shall have the right at all reasonable times to examine, audit, inspect, review,  
4 extract information from, and copy all books, records, accounts and other information  
5 relating to this Contract.

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

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

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

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

27           26. GOVERNING LAW. This Contract shall be governed by and  
28 construed pursuant to the laws of the State of California (except those provisions of

1 California law pertaining to conflicts of laws).

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

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

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

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

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

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

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

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

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

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

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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.

AVI-CON, INC. DBA CA CONSTRUCTION, a California corporation

January 7, 2013

By [Signature]  
Name Charles Avila  
Title President/CEO

January 7, 2014

By [Signature]  
Name Naomi Avila  
Title Vice President/CEO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

1.30, 2013/14

By [Signature] Assistant City Manager  
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 1/16,

2013.14

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On January 7, 2014 before me, Liza Marie Quintana, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Charles Avila  
Name(s) of Signer(s)



Place Notary Seal Above

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

## OPTIONAL

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

### Description of Attached Document

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

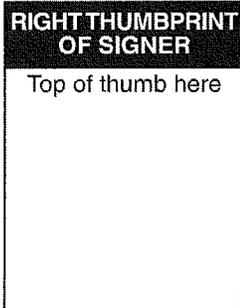
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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



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

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

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



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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside }

On January 7, 2014 before me, Liza Marie Quintana, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Naomi Avila  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public



Place Notary Seal Above

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

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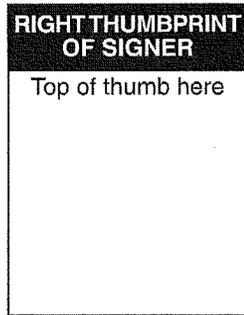
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

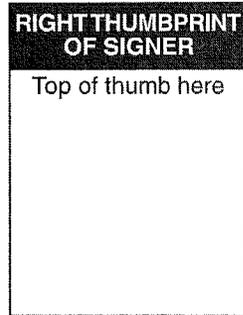
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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



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

# EXHIBIT “A”

Awarded: Total Bid

BIDDER'S NAME: Avi-Con, Inc. dba CA Construction

**BID TO THE CITY OF LONG BEACH  
TENANT IMPROVEMENTS,  
MULTI SERVICE CENTER PROJECT**

In accordance with the Notice Inviting Bids<sup>30m</sup> for this Work in the City of Long Beach, California, to be opened on October 9, 2013, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6949 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization (Not to exceed 5% of Line Item 2)	1	LS	50,000.00	50,000.00
2	Tenant Improvements	1	LS	1,140,000.00	1,140,000.00

**TOTAL AMOUNT BID** *One Million One Hundred Ninety Thousand*  
*\$ 1,190,000.00*

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? YES Which racial minority? HISPANIC  
Is the Bidder a Women-Owned Business? NO

Where did your company first hear about this City of Long Beach Public Works project?

McGRAW HILL

N/A

N/A

(Continued on Next Page)

# EXHIBIT B

**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:

Avi-Con, Inc. dba C A Construction

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



Charles Avila

Title: President / CEO

Date: OCT. 28 / 2013

# EXHIBIT C

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: DTJUB1726X06613
  - B. Name of Insurer (**NOT** Broker): Travelers Property Casualty Co.
  - C. Address of Insurer: One Town Square 8MS, Hartford, CT 06183
  - D. Telephone Number of Insurer: 800-842-5075
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): Multiple
  - B. Automobile Liability Insurance Policy Number: BA537M676612
  - C. Name of Insurer (**NOT** Broker): Travelers Property Casualty Co.
  - D. Address of Insurer: One Twon Square 8MS, Hartford, CT 06183
  - E. Telephone Number of Insurer: 800-842-5075
  
- 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 19
- 5) Estimated total wages to be paid those workers: \$190,000
- 6) Dates (or schedule) when those wages will be paid: TBD  
estimated December 2013 to April 2014  
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: 4
  
- 8) Taxpayer's Identification Number: [REDACTED]

# EXHIBIT D

## LIST OF SUBCONTRACTORS

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

Name Riverside Steel Type of Work Metal Fabrication  
Address 20735 Camino del Sol  
City Riverside CA 92508 Dollar Value of Subcontract \$ 11,000.00  
Phone No. 951-324-0105  
License No. 5A1353

Name Lamtech Type of Work Casework  
Address 45630 La Cruz Dr  
City Temecula 92590 Dollar Value of Subcontract \$ 70,000.00  
Phone No. 951-699-9874  
License No. 758849

Name Meyco Type of Work Insulation  
Address 1120 Citrus St  
City Riverside 92507 Dollar Value of Subcontract \$ 7,653.00  
Phone No. 909 946 4416  
License No. 221517

Name McKerren Construction Type of Work Doors Frames Hardware  
Address 570 Nevada St #B  
City Redlands 92373 Dollar Value of Subcontract \$13,000.00  
Phone No. 909-307-5650  
License No. 913333

Name ENR Glass Type of Work Glazing  
Address 5369 Brooks St  
City Montclair 91763 Dollar Value of Subcontract \$ 22,800.00  
Phone No. 909-1024-6000  
License No. 831469

**LIST OF SUBCONTRACTORS**

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

Name Joud Construction Type of Work Acoustical Ceilings  
Address 1485 Pomona Rd  
City Corona 92713 Dollar Value of Subcontract \$ 39,563.00  
Phone No. 951-734-2723  
License No. 829526

Name Rio Spectra Type of Work Flooring  
Address 17405 Valley View Ave  
City Cerritos 90703 Dollar Value of Subcontract \$ 70,082.00  
Phone No. 562-483-8500  
License No. 740392

Name Triumph Paint Type of Work Painting  
Address 3234 Orange  
City Riverside 92507 Dollar Value of Subcontract \$ 34,800.00  
Phone No. 951-680-9930  
License No. 440957

Name OFE AS Type of Work ~~Furniture~~  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

Name Grant Air System Type of Work HVAC  
Address 10604 Oaktree Way  
City Sunland CA 91041 Dollar Value of Subcontract \$ 103,000.00  
Phone No. 818-548-4444  
License No. 509850

## LIST OF SUBCONTRACTORS

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

Name K & E Rodgers Type of Work Plumbing  
Address 40414 Orchard Pl  
City Cherry Valley 92223 Dollar Value of Subcontract \$ 42,000.00  
Phone No. 951-232-7080  
License No. 734648

Name Current Electrical Type of Work Electrical  
Address 620 W. Amerigo Ave  
City Fullerton 92728 Dollar Value of Subcontract \$ 90,000.00  
Phone No. 714-493-7928  
License No. 933192

Name SANDY Signs Type of Work Signage  
Address 3929 E. Anaheim St  
City Long Beach 90804 Dollar Value of Subcontract \$ 11,442.00  
Phone No. 562-961-3414  
License No. 741245

Name Continental Tile Type of Work Tile Flooring  
Address 2460 Anselmo Dr  
City Corona 92579 Dollar Value of Subcontract \$ 17,917.00  
Phone No. 951 284 1776  
License No. 374

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

# APPENDIX “A”

**APPLICATION FOR  
USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
BOARD OF EQUALIZATION

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.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, AVI-CON, INC. DBA CA CONSTRUCTION, a California corporation, as PRINCIPAL, and The Ohio Casualty Insurance Company, located at 790 The City Drive South, Suite 200, Orange, CA 92868, a corporation, incorporated under the laws of the State of New Hampshire, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION ONE HUNDRED NINETY THOUSAND DOLLARS (\$1,190,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Tenant Improvements, Multi Service Center Project and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 7th day of January, 2014.

AVI-CON, Inc. dba CA Construction  
Contractor  
By: [Signature]  
Name: Charles Avita  
Title: President / CEO  
By: [Signature]  
Name: Naomi Avita  
Title: Vice President / CFO

The Ohio Casualty Insurance Company  
SURETY, admitted in California  
By: [Signature]  
Name: Jase Hamilton  
Title: Attorney-in-Fact  
Telephone: (619) 234-6848

Approved as to form this 16th day of January, 2014.

Approved as to sufficiency this 15 day of JAN, 2014.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

By: [Signature]  
City Manager / City Engineer

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

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

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

Certificate No. 6367080

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gerrit E. Brouwer; James P. Schabarum II; Jase Hamilton; Jeffrey W. Cavnignac

all of the city of San Diego, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of November, 2013.

American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 25th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JAN 07 2014 day of \_\_\_\_\_, 2014.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

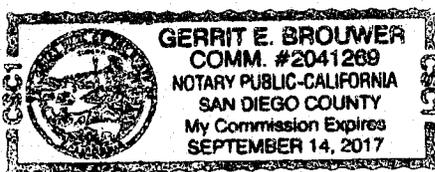
STATE OF CALIFORNIA

County of San Diego }

On JAN 07 2014 before me, Gerrit E. Brouwer, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jase Hamilton

Name(s) of Signer(s)



Place Notary Seal Above

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 Gerrit E. Brouwer

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

Signer's Name: Jase Hamilton

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

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

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On January 8, 2014 before me, Liza Marie Quintana, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Charles Avila  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

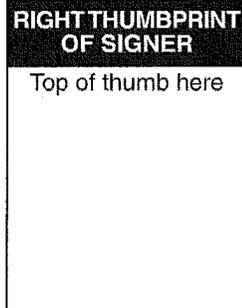
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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



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

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

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



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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside }

On January 8, 2014 before me, Liza Marie Quintana, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Naomi Avila  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

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

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

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

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

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



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

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

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



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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, AVI-CON, INC. DBA CA CONSTRUCTION, a California corporation, as PRINCIPAL, and The Ohio Casualty Insurance Company, located at 790 The City Drive South, Suite 200, Orange, CA 92868, a corporation, incorporated under the laws of the State of New Hampshire, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION ONE HUNDRED NINETY THOUSAND DOLLARS (\$1,190,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Tenant Improvements, Multi Service Center Project is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

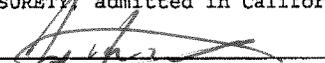
This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 7th day of January, 2014.

AVI-CON, Inc. dba CA Construction  
Contractor

The Ohio Casualty Insurance Company  
SURETY, admitted in California

By: 

By: 

Name: Charles Avila

Name: Jase Hamilton

Title: President / CEO

Title: Attorney-in-Fact

By: 

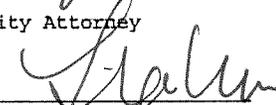
Telephone: (619) 234-6848

Name: Naomi Avila

Title: Vice President / CFO

Approved as to form this 16th day of January 2014.

Approved as to sufficiency this 15 day of JAN, 2014.

CHARLES PARKIN, City Attorney  
By:   
Deputy City Attorney

By:   
City Manager / City Engineer

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

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

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

Certificate No. 6367081

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

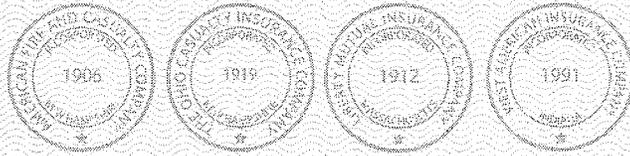
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gerrit E. Brouwer; James P. Schabarum II; Jase Hamilton; Jeffrey W. Cavignac

all of the city of San Diego, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 25th day of November, 2013.



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 25th day of November, 2013, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

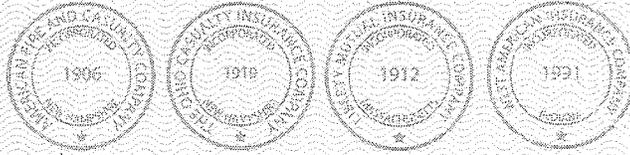
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this JAN 07 2014 day of \_\_\_\_\_, 20\_\_\_\_\_.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

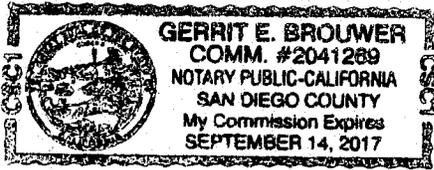
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of San Diego

On JAN 07 2014 before me, Gerrit E. Brouwer, Notary Public, Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Jase Hamilton 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 Gerrit E. Brouwer Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document:

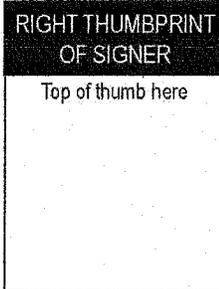
Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name: Jase Hamilton

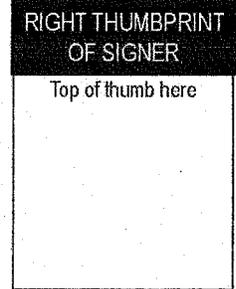
- Individual
Corporate Officer — Title(s):
Partner Limited General
[X] Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer is Representing:

Signer's Name:

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



Signer is Representing:

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On January 8, 2014 before me, Liza Marie Quintana, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Charles Avila  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

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

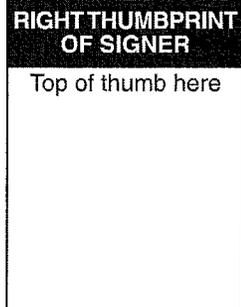
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

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

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



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

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

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



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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Riverside

On January 8, 2014 before me, Liza Marie Quintana, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Naomi Avila  
Name(s) of Signer(s)



Place Notary Seal Above

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

## OPTIONAL

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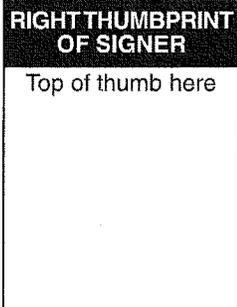
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- Guardian or Conservator
- Other: \_\_\_\_\_



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

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

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