

1 work identified in Contractor's Bid for 3861 Worsham Avenue, Tenant
2 Improvements, Phase 2 in the City of Long Beach, California, attached hereto as
3 Exhibit "A"; provided, however, that the total compensation to Contractor shall not
4 exceed the maximum cumulative amount of Two Million One Hundred Twenty-Five
5 Thousand Six Hundred Eighty-Six Dollars (\$2,125,686) for the estimated quantities
6 established in the Bid, subject to additions or deductions as provided in the Contract
7 Documents.

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

12 3. CONTRACT DOCUMENTS.

13 A. The Contract Documents include: The Notice Inviting Bids,
14 Project Plans and Specifications Project No. 3500016012 (which may include by
15 reference the Standard Specifications for Public Works Construction, latest edition,
16 and any supplements thereto, collectively the "Standard Specifications"); the City of
17 Long Beach Standard Plans; the California Code of Regulations; the various
18 Uniform Codes applicable to trades; the prevailing wage rates; Instructions to
19 Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority
20 and Women-Owned Business Enterprise Program; this Contract and all documents
21 attached hereto or referenced herein including but not limited to insurance; Bond for
22 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
23 addenda or change orders issued in accordance with the Standard Specifications;
24 any permits required and issued for the work; approved final design drawings and
25 documents; and the Information Sheet ("Contract Documents"). These Contract
26 Documents are incorporated herein by the above reference and form a part of this
27 Contract.

28 B. Notwithstanding Section 2-5.2 of the Standard Specifications,

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

10 4. TIME FOR CONTRACT. Contractor shall commence work on a date
11 to be specified in a written "Notice to Proceed" from City and shall complete all work within
12 two hundred forty (240) calendar days thereafter, subject to strikes, lockouts and events
13 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
14 damage if the work is not completed within the time stated, but those damages would be
15 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
16 damages, the amount stated in the Contract Documents.

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

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

26 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time
27 upon City by Contractor for and on account of any extra or additional work performed or
28 materials furnished, unless such extra or additional work or materials shall have been

1 expressly required by the City Manager and the quantities and price thereof shall have
2 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

22 11. PREVAILING WAGE RATES. Contractor is directed to pay the
23 general rate of per diem wages for each craft, classification, or type of worker needed to
24 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per
25 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean
26 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any
27 interested party upon request. Contractor is required to post a copy of the determination of
28 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section

1 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)
2 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
3 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
4 work done by Contractor, or any subcontractor, under this Contract. The difference
5 between the prevailing wage rates and the amount paid to each worker for each calendar
6 day or portion thereof for which each worker was paid less than the prevailing wage rate
7 shall be paid to each worker by the Contractor or subcontractor.

8 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

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

20 13. APPRENTICESHIP EMPLOYMENT. The Contractor shall comply

21 with Section 1777.5 of the Labor Code concerning the employment of apprentices by the
22 Contractor or any subcontractor under the Contractor and, by submitting a Bid and
23 executing the Contract, the Contractor stipulates that it shall so comply. Contractors
24 employing apprentices or trainees under approved programs shall maintain written
25 evidence of the registration of apprenticeship programs and certification of trainee
26 programs, the registration of the apprentices and trainees, and the ratios and wage rates
27 prescribed in the applicable programs. For federally assisted contracts, prospective
28 bidders should refer to the Federal Davis Bacon Contract Provisions and Related

1 Matters(29 CFR § 5.5) in Exhibit "E".

2 14. CERTIFIED PAYROLL RECORDS.

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

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

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

25 15. COORDINATION WITH GOVERNMENTAL REGULATIONS.

26 A. If the work is terminated pursuant to an order of any Federal or
27 State authority, Contractor shall accept as full and complete compensation under
28 this Contract such amount of money as will equal the product of multiplying the

1 Contract price stated herein by the percentage of work completed by Contractor as
2 of the date of such termination, and for which Contractor has not been paid. If the
3 work is so terminated, the City Engineer, after consultation with Contractor, shall
4 determine the percentage of work completed and the determination of the City
5 Engineer shall be final.

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

13 16. NOTICES.

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

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

24 17. BONDS. Contractor shall, simultaneously with the execution of this
25 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
26 form attached hereto and in the amount specified therein, conditioned upon the faithful
27 performance of this Contract by Contractor, and a good and sufficient corporate surety
28 bond, in the form attached hereto and in the amount specified therein, conditioned upon

1 the payment of all labor and material claims incurred in connection with this Contract.

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

8 19. RESPONSIBILITY OF CONTRACTOR. Contractor shall have the
9 responsibility to ensure compliance with all applicable federal, state, and local laws,
10 regulations, and policies for itself and all subcontractors. Notwithstanding anything to the
11 contrary in the Standard Specifications, Contractor shall have the responsibility, care and
12 custody of the work. If any loss or damage occurs to the work that is not covered by
13 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
14 or the negligence or willful misconduct of City, then Contractor shall immediately make the
15 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
16 the City whole or pay, then City may do so and the cost and expense of doing so shall be
17 deducted from the amount due Contractor from City hereunder.

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

21 21. TAXES AND TAX REPORTING.

22 A. As required by federal and state law, City is obligated to and
23 will report the payment of compensation to Contractor on Form 1099-Misc.
24 Contractor shall be solely responsible for payment of all federal and state taxes
25 resulting from payments under this Contract. Contractor shall submit Contractor's
26 Employer Identification Number (EIN), or Contractor's Social Security Number if
27 Contractor does not have an EIN, in writing to City's Accounts Payable, Department
28 of Financial Management. Contractor acknowledges and agrees that City has no

1 obligation to pay Contractor until Contractor provides one of these numbers.

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

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

18 D. In completing the form and obtaining the permit(s), Contractor
19 shall use the address of the Work site as its business address and may use any
20 address for its mailing address. Copies of the form and permit(s) shall also be
21 delivered to the City Engineer. The form must be submitted and the permit(s)
22 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
23 order any materials or equipment over One Hundred Thousand Dollars
24 (\$100,000.00) from vendors outside California until the form is submitted and the
25 permit(s) obtained and, if Contractor does so, it shall be a material breach of this
26 Contract. In addition, Contractor shall make all purchases from the Long Beach
27 sales office of its vendors if those vendors have a Long Beach office and all
28 purchases made by Contractor under this Contract which are subject to use tax of

1 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City
2 of Long Beach. Contractor shall require the same cooperation with City, with
3 regards to subsections B, C and D under this section (including forms and permits),
4 from its subcontractors and any other subcontractors who work directly or indirectly
5 under the overall authority of this Contract.

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

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

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

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

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

28 26. SUBCONTRACTORS. Contractor agrees to and shall bind every

1 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
2 create any obligation on the part of City to pay any subcontractor except in accordance
3 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
4 with this Section shall be deemed a material breach of this Contract. A list of
5 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
6 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
7 reference.

8 27. DAVIS BACON. This federal-aid Work is subject to the requirements
9 of the Davis Bacon Act. Contractor must comply with the Federal Wage Decision contained
10 in Division E of the Specifications and the addenda attached hereto as Addendum "A" and
11 incorporated herein, as well as all record keeping requirements of the Davis Bacon Act.
12 Contractor is advised that they are to apply the higher wage for each craft when comparing
13 state versus federal rates assigned to this contract.

14 28. FEDERAL-AID PROVISIONS. The work to be performed under this
15 Contract will be financed in whole or in part with Federal funds, and therefore all of the
16 statutes, rules and regulations promulgated by the Federal Government and applicable to
17 work financed in whole or in part with Federal funds will apply to such work. Such rules
18 are attached hereto as Exhibit "E" and incorporated herein.

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

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

28 31. INTEGRATION. This Contract, including the Contract Documents

1 identified in Section 3 hereof, constitutes the entire understanding between the parties and
2 supersedes all other agreements, oral or written, with respect to the subject matter herein.

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

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

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

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

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

26 C. If the Contractor fails to comply with the EBO, the City may
27 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to
28 become due under the Contract may be retained by the City. The City may also

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pursue any and all other remedies at law or in equity for any breach.

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

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

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


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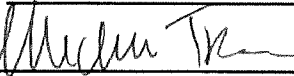
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

NEW DYNASTY CONSTRUCTION CO., a California corporation

June 16, 2022

By 
Name Sherwin Chegini
Title President

June 16, 2022

By 
Name Michelle Traver
Title COO

"Contractor"

CITY OF LONG BEACH, a municipal corporation

_____, 2022


By 
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER, 2022.

This Contract is approved as to form on June 21, 2022

CHARLES PARKIN, City Attorney

By 
Deputy

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

EXHIBIT "A"

Contractor's Bid

Bid Results

Bidder Details

Vendor Name New Dynasty Construction Co
Address 3002 Dow Ave , Ste. 218
Tustin, California 92780
United States
Respondee Sherwin Chegini
Respondee Title President
Phone 949-502-6400
Email schegini@new-dc.com
Vendor Type DBE, OSB, LBSBE
License # 971321

Bid Detail

Bid Format Electronic
Submitted 04/15/2022 10:52 AM (PDT)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 287963

Respondee Comment

The formula currently adds the subtotal and total bid imbedded are incorrect. Total bid should read \$2,125,686.00.

Buyer Comment

Attachments

File Title	File Name	File Type
NDCC - Worsham - Bid Package	NDCC - Worsham - Bid Package.pdf	General Attachment
NDCC Worsham Ave TI Phase 2 Bid Bond	NDCC Worsham Ave TI Phase 2 Bid Bond.pdf	Bid Bond

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
BASE BID							\$2,125,686.00		
1			Demolition	LS	1	\$27,295.00	\$27,295.00	Yes	
2			Protection of existing finishes	LS	1	\$4,638.00	\$4,638.00	Yes	
3			Office Framing and Finishes	LS	1	\$905,595.00	\$905,595.00	Yes	
4			Mechanical	LS	1	\$247,777.00	\$247,777.00	Yes	
5			Electrical	LS	1	\$569,756.00	\$569,756.00	Yes	
6			Plumbing	LS	1	\$34,112.00	\$34,112.00	Yes	
7			Fire Sprinklers	LS	1	\$33,125.00	\$33,125.00	Yes	
8			Fire Alarm	LS	1	\$33,841.00	\$33,841.00	Yes	
9			Cabinetry	LS	1	\$25,308.00	\$25,308.00	Yes	
10			Roofing	LS	1	\$19,239.00	\$19,239.00	Yes	
11			Allowance for Security Card Reader Access System	LS	1	\$120,000.00	\$120,000.00	Yes	
12			Subtotal	LS	1	\$0.00	\$0.00	Yes	Subtotal = \$2,020,686.00
13			Mobilization/Demobilization (5% max of overall bid amount)	LS	1	\$105,000.00	\$105,000.00	Yes	
14			Total Bid Amount	LS	1	\$0.00	\$0.00	Yes	TOTAL BID AMOUNT = \$2,125,686.00

Line Item Subtotals

	Section Title	Line Total
BASE BID		\$2,125,686.00
	Grand Total	\$2,125,686.00

EXHIBIT “B”

Workers’ Comp Certification

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:

New Dynasty Construction Co.

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



Title: President

Date: 04/15/2022

EXHIBIT “C”

Information Sheet

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: 9160876-2021
 - B. Name of Insurer (NOT Broker): State Compensation Insurance Fund of California
 - C. Address of Insurer: 1020 Vaquero Circle, Vacaville, CA 95688
 - D. Telephone Number of Insurer: 877-405-4545

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): TBD
 - B. Automobile Liability Insurance Policy Number: 648914736
 - C. Name of Insurer (NOT Broker): Allstate
 - D. Address of Insurer: 2775 Sanders Road, Suite 51W, Northbrook, IL 60062
 - E. Telephone Number of Insurer: 1-800-255-7827


- 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: 20-30

- 5) Estimated total wages to be paid those workers: Prevailing Wage

- 6) Dates (or schedule) when those wages will be paid: Subcontractors - Through progress payments, NDC employees weekly pay
(Describe schedule: For example, weekly or every other week or monthly)

- 7) Estimated total number of independent contractors to be used on this Contract: 15-18

- 8) Taxpayer's Identification Number: 

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

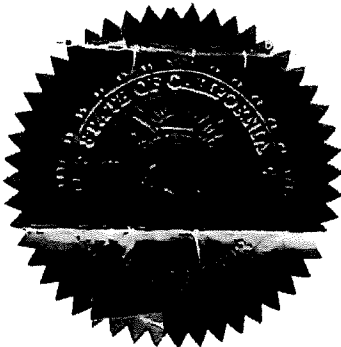
of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,
Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



By

Dave Jones
Insurance Commissioner

A handwritten signature in black ink, appearing to read "Valerie J. Sarfaty".

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD N. HACKETT

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 021AC6270117
Qualified in New York County
Commission Expires October 19, 2024

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of June, 2022

Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 JUN 14 2022 before me, C. Maestas, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

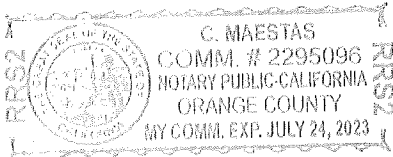
personally appeared Edward N. Hackett
Name(s) of Signer(s)

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 [Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7901089111

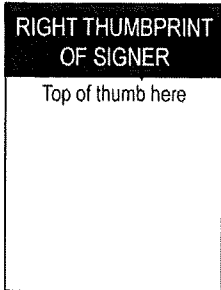
Document Date: JUN 14 2022 Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward N. Hackett

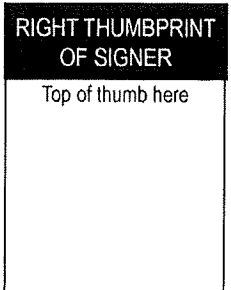
- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer is Representing: _____

Signer's Name: None

- Individual
- Corporate Officer — Title(s): _____
- Partner Limited General
- 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

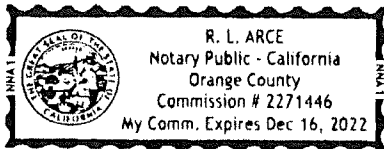
On June 16, 2022 before me, R. L. Arce, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sherwin Chegini and Michelle Traver
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~~ they executed the same in ~~his~~ their authorized capacity(ies), and that by ~~his~~ 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 *R. L. Arce*
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: Performance Bond - Proj #3500016012 for 3861 Worsham Ave, Tenant Improvements, Phase 2

Document Date: 06/14/2022 Number of Pages: 2 pgs.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____


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

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

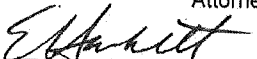
The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of June, 2022.


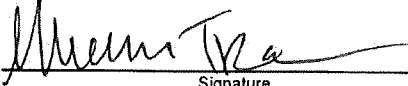
Nationwide Mutual Insurance Company

By:  ^{Surety Name} JUN 14 2022
Signature
 Name: Edward N. Hackett
Printed Name
 Title: Attorney-in-Fact
 Address: One West Nationwide Blvd.
Columbus, Ohio 43215-2220
 Telephone: 614-249-7111

Edward N. Hackett, Attorney-in-Fact

Attorney-in-Fact
 JUN 14 2022
Signature

New Dynasty Construction Co., a California corporation

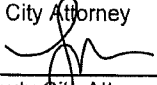
By: 
Signature
 Name: Sherwin Chegini
Printed Name
 Title: President
 By: 
Signature
 Name: Michelle Traver
Printed Name
 Title: COO

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

June 21, 2022

Approved as to form.

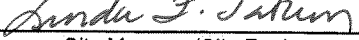
CHARLES PARKIN, City Attorney

By: 
 Deputy City Attorney

June 24, 2022

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.

EXECUTED PURSUANT
 TO SECTION 301 OF
 THE CITY CHARTER.

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 NEW DYNASTY CONSTRUCTION CO., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: 3861 Worsham Avenuen Tenant Improvements, Phase 2, as described in Plans and Specifications Project No.: 3500016012, 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 Nationwide Mutual 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 Two Million One Hundred Twenty-Five Thousand Six Hundred Eighty-Six Dollars (\$2,125,686) 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.

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.

BOE 400-DP (FRONT) REV 2 (8-05)
**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)

APPENDIX “A”

to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) **Contract Work Hours and Safety Standards Act.** (For any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act). As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary

accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) **Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the City of Long Beach if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the City. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the City if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the City, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) ***Withholding.*** The City of Long Beach shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the City may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) ***Payrolls and basic records.***

Appendix E:

Federal Davis Bacon Contract Provisions and Related Matters(29 CFR § 5.5)

(a) **Davis Bacon Provisions.** (For any federally assisted contract in an amount in excess of \$2,000)

(1) **Minimum wages.**

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

EXHIBIT "E"

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	Air Design Solutions	Type of Work	HVAC
Address	403 So Montebello Blvd.,		
City	Montebello, CA 90640	Dollar Value of Subcontract	\$ 187,000.00
Phone No.	323.727.7500		
License No.	953818	DIR Registration No.	1000004802
Name	Digital Technologies, Inc.	Type of Work	ELECTRICAL
Address	760 S. Rochester Ave., Ste. E		
City	Ontario, CA 91761	Dollar Value of Subcontract	\$ 421,000.00
Phone No.	909.563.8703		
License No.	894551	DIR Registration No.	1000011268
Name	American Dynamic Services, Inc.	Type of Work	FIRE ALARM
Address	2275 Huntington Dr., #115		
City	San Marino, CA 91108	Dollar Value of Subcontract	\$ 21,690.00
Phone No.	626.446.1199		
License No.	922849	DIR Registration No.	1000707167
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.		DIR Registration No.	
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	\$
Phone No.			
License No.		DIR Registration No.	

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.

<u>Name</u>	<u>California Efficiency Construction</u>	<u>Type of Work</u>	<u>ACOUSTICAL CEILING</u>
<u>Address</u>	<u>6328 Greenwood Ave.</u>		
<u>City</u>	<u>Commerce, CA 90040</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 41,000.00</u>
<u>Phone No.</u>	<u>562.413.7322</u>		
<u>License No.</u>	<u>1050660</u>	<u>DIR Registration No.</u>	<u>1000655358</u>
<u>Name</u>	<u>JJJ Floor Covering, Inc.</u>	<u>Type of Work</u>	<u>RESILIENT FLOORING</u>
<u>Address</u>	<u>4831-A Passons Blvd.</u>		
<u>City</u>	<u>Pico Rivera,, CA 90660</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 56,770.00</u>
<u>Phone No.</u>	<u>562.692.9008</u>		
<u>License No.</u>	<u>327775</u>	<u>DIR Registration No.</u>	<u>1000003812</u>
<u>Name</u>	<u>Affinity Painting Company</u>	<u>Type of Work</u>	<u>PAINTING</u>
<u>Address</u>	<u>536 N. First St. Ste. B</u>		
<u>City</u>	<u>Covina, CA 91723</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 33,073.00</u>
<u>Phone No.</u>	<u>626.966.6600</u>		
<u>License No.</u>	<u>933482</u>	<u>DIR Registration No.</u>	<u>1000029347</u>
<u>Name</u>	<u>A & D Fire</u>	<u>Type of Work</u>	<u>FIRE SPRINKLER</u>
<u>Address</u>	<u>7130 Convoy Court</u>		
<u>City</u>	<u>San Diego, CA 92111</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 25,000.00</u>
<u>Phone No.</u>	<u>714.634.3923</u>		
<u>License No.</u>	<u>1069002</u>	<u>DIR Registration No.</u>	<u>1000690829</u>
<u>Name</u>	<u>Continental Plumbing, Inc.</u>	<u>Type of Work</u>	<u>PLUMBING</u>
<u>Address</u>	<u>11165 Thurston Lane</u>		
<u>City</u>	<u>Mira Loma, CA 91752</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 25,745.00</u>
<u>Phone No.</u>	<u>951.360.8300</u>		
<u>License No.</u>	<u>399073</u>	<u>DIR Registration No.</u>	<u>1000000624</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>Saddleback Roofing Inc.</u>	Type of Work	<u>ROOFING</u>
Address	<u>1439 W. Chapman Ave., #347</u>		
City	<u>Orange, CA 92868</u>	Dollar Value of Subcontract	<u>\$ 14,520.00</u>
Phone No.	<u>714.974.1000</u>		
License No.	<u>999885</u>	DIR Registration No.	<u>1000440262</u>
Name	<u>Coast Building Products</u>	Type of Work	<u>INSULATION</u>
Address	<u>645 East Harrison St. Ste. 100</u>		
City	<u>Corona, CA 92879</u>	Dollar Value of Subcontract	<u>\$ 14,000.00</u>
Phone No.	<u>951.278.9200</u>		
License No.	<u>465440</u>	DIR Registration No.	<u>10000650447</u>
Name	<u>Star Hardware Inc.</u>	Type of Work	<u>DOORS, FRAMES & HARDWARE</u>
Address	<u>201 N Ponderosa Ave.,</u>		
City	<u>Ontario, CA 91761</u>	Dollar Value of Subcontract	<u>\$ 63,500.00</u>
Phone No.	<u>909.481.7331</u>		
License No.	<u>766703</u>	DIR Registration No.	<u>1000005159</u>
Name	<u>Slater Glass & Mirror</u>	Type of Work	<u>GLAZING</u>
Address	<u>145 E. Saint Joseph St.</u>		
City	<u>Arcadia, CA 91006</u>	Dollar Value of Subcontract	<u>\$ 41,350.00</u>
Phone No.	<u>626.254.0612</u>		
License No.	<u>893323</u>	DIR Registration No.	<u>1000004146</u>
Name	<u>California Efficiency Construction</u>	Type of Work	<u>GYPSUM BOARD</u>
Address	<u>6328 Greenwood Ave.</u>		
City	<u>Commerce, CA 90040</u>	Dollar Value of Subcontract	<u>\$ 221,386.00</u>
Phone No.	<u>562.413.7322</u>		
License No.	<u>1050660</u>	DIR Registration No.	<u>1000655358</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>Craftsman Concrete Cutting</u>	Type of Work	<u>SELECTIVE DEMOLITION</u>
Address	<u>5455 Diaz St.</u>		
City	<u>Irwindale, CA 91706</u>	Dollar Value of Subcontract	<u>\$ 19,100.00</u>
Phone No.	<u>626.303.3535</u>		
License No.	<u>634469</u>	DIR Registration No.	<u>1000005879</u>

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____	DIR Registration No.	_____

Name	<u>CK Steel, Inc.</u>	Type of Work	<u>STRUCTURAL STEEL</u>
Address	<u>19826 S. Alameda St.</u>		
City	<u>Rancho Dominguez, CA 90221</u>	Dollar Value of Subcontract	<u>\$ 75,250.00</u>
Phone No.	<u>310.638.0855</u>		
License No.	<u>998830</u>	DIR Registration No.	<u>1000017211</u>

Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____	DIR Registration No.	_____

Name	<u>CIMA West</u>	Type of Work	<u>INTERIOR ARCHITECTURAL WOODWORK</u>
Address	<u>4961 Santa Anita Ave., Unit K</u>		
City	<u>Temple City, CA 91780</u>	Dollar Value of Subcontract	<u>\$ 19,100.00</u>
Phone No.	<u>626.522.0800</u>		
License No.	<u>1046943</u>	DIR Registration No.	<u>1000062389</u>

EXHIBIT “D”

List of Subcontractors:



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to NEW DYNASTY CONSTRUCTION CO., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: 3861 Worsham Avenue, Tenant Improvements, Phase 2, as described in Plans and Specification Project No.: 3500016012, 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 Nationwide Mutual 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 Two Million One Hundred Twenty-Five Thousand Six Hundred Eighty-Six Dollars (\$2,125,686) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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

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

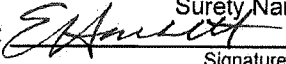
This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.


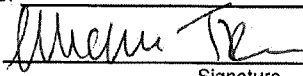
The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their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

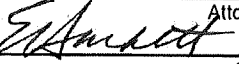
IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of June, 2022.

Nationwide Mutual Insurance Company

New Dynasty Construction Co., a California corporation

By:  JUN 14 2022
Surety Name
Signature
Name: Edward N. Hackett
Printed Name
Title: Attorney-in-Fact
Printed Name
Address: One West Nationwide Blvd.
Columbus, Ohio 43215-2220
Telephone: 614-249-7111

By: 
Signature
Name: Sherwin Chegini
Printed Name
Title: President
Printed Name
By: 
Signature
Name: Michelle Traver
Printed Name
Title: COO

Edward N. Hackett, Attorney-in-Fact
Attorney-in-Fact
 JUN 14 2022
Signature

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

June 21, 2022

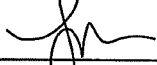
June 24, 2022

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: 
Deputy City Attorney

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.

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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 }

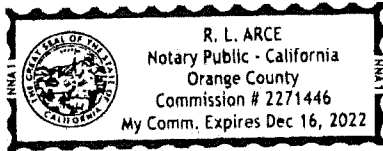
On June 16, 2022 before me, R. L. Arce, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Sherwin Chegini and Michelle Traver
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 *R. L. Arce*
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Payment Bond - Proi #3500016012 for 3861 Worsham Ave, Tenant Improvements, Phase 2

Document Date: 06/14/2022 Number of Pages: 2 pgs.

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

Signer's Name: _____

Corporate Officer – Title(s): _____

Partner – Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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 JUN 14 2022 before me, C. Maestas, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Edward N. Hackett

Name(s) of Signer(s)

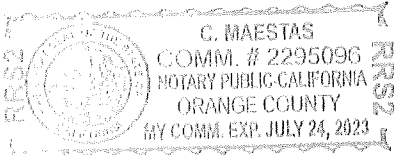
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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: Payment Bond No. 7901089111

Document Date: JUN 14 2022

Number of Pages: 2

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward N. Hackett

- 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: None

- 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:

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

EDWARD N. HACKETT

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require, and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten Signature]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC6279117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten Signature]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company, that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of June, 2022

[Handwritten Signature]

Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY *that, pursuant to the Insurance Code of the State of California,*

Nationwide Mutual Insurance Company

of Ohio, organized under the laws of Ohio, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,

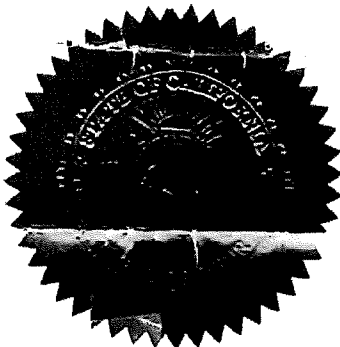
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

Team and Vehicle, Automobile, Aircraft, Legal, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, *effective as of the 22nd day of May, 2013,*
I have hereunto set my hand and caused my official seal to be affixed
this 22nd day of May, 2013.



Dave Jones
Insurance Commissioner

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

By

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



Nationwide Mutual Insurance Company

1100 Locust St, Dept. 2006
Des Moines, Iowa 50391-2006
Attn: Surety Claims Manager
Tel. 866-387-0457

Surety Claim Notification

Claim notices should be sent to the attention of the Surety Claims Manager via e-mail to bondclms@nationwide.com or via mail to the address above.

All other notices should be sent to the attention of the Surety Underwriting Department via e-mail to bondcomm@nationwide.com or via mail to the address above.

Thank you for your cooperation.

Nationwide Mutual Insurance Company, Surety Department

Return completed certificates to:
 City of Long Beach, 10th floor
 411 W. Ocean Boulevard, Risk Mgmt.
 Long Beach, California 90802

CERTIFICATE OF INSURANCE
CITY OF LONG BEACH, CA
 ("the City")
 A Municipal Corporation

Only this Certificate
 of Insurance Form
 will be Accepted

This certifies to the City that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: **New Dynasty
 Construction Co.**

Approved as to Sufficiency: _____
 City Engineer

Address: **3002 Dow Avenue
 Suite 204 Tustin, CA 92780**

Approved as to Form: _____, 20____

Description of project: **3861**

J. CHARLES PARKIN, City Attorney

**Worsham Ave. Tenant
 Improvement Phase 2**

by _____ Deputy City Attorney

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation and Employer's Liability State Compensation Ins. Fund CA (Name of Insurer)	Statutory workers comp <u>Yes</u> Employer's liability* \$ <u>1,000,000</u> * Minimum \$1,000,000 per accident	9160876-2022	06/11/2023
General Liability* <u>Policy form equivalent to:</u> CG 00 01 <u>04 13</u> CG 00 02 _____ GL 00 02 _____ Evanston Insurance Co. (Name of Insurer)	\$ <u>1,000,000</u> per occurrence or \$ _____ per claim \$ <u>2,000,000</u> general aggregate * Minimum \$1,000,000 combined single limit per occurrence and \$2,000,000 General Aggregate	MKLV5PBC003950	11/01/2022
Commercial Auto Liability* Symbol _____ _____ (Name of Insurer)	\$ _____ BI per accident \$ _____ PD per accident \$ _____ BI per person or \$ _____ combined single limit each accident * Minimum \$1,000,000 combined single limit per occurrence		
Excess/Umbrella Liability Claims-made _____ Occurrence <u>X</u> Umbrella _____ Excess <u>X</u> Ategrity Specialty Insurance Co. (Name of Insurer)	\$ <u>5,000,000</u> per occurrence or \$ _____ per claim \$ <u>5,000,000</u> general aggregate Self-insured retention \$ _____	01PXL70000715-1	11/01/2022

The following coverages or conditions are in effect:	YES	NO
The City, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the City by or on behalf of the Named Insured, (b) products and completed operation of the Named Insured, and (c) premises owned, leased, or used by the Named Insured.	X	
Products and Completed Operations	X	
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage or limits.	X	
Cross Liability Clause (or equivalent wording)		X
Personal Injury, Perils A, B, and C		X
Broad Form Property Damage	X	
X, C, and U Hazards included	X	
Contractual Liability Coverage applying to this contract	X	
Liquor Liability		X
Coverage afforded the City, its officials, employees, and agents as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the City.	X	
Waiver of subrogation from Workers' Compensation insurer.	X	

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Agent or Brokerage HUB INTERNATIONAL INC. Insurance Company See above carriers named under Policies and Insurers.

Address 16030 Ventura Blvd, Suite 500 Encino, CA 91436 Home Office Culver City, CA

Name of Person to be Contacted Jaime Baltazar Authorized Signature  Date 06/16/2022

(310) 568 - 5900
Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.



GENERAL LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802

A. POLICY INFORMATION

1. Insurance Company Evanston Insuranc Co. ; Policy Number MKLV5PBC003950
2. Policy Term (from) 11/01/21 (to) 11/01/22 ; Endorsement Effective Date 06/16/2022
3. Named Insured New Dynasty Construction Co.
4. Address _____ of _____ Named _____ Insured _____
3002 Dow Avenue Suite 204 Tustin, CA 92780
5. Limit of Liability* Any One Occurrence/Aggregate \$ 1,000,000/2,000,000
* Minimum \$1,000,000 combined single limit per occurrence with \$2,000,000 General Aggregate
6. Deductible or Self-Insured Retention (Nil unless otherwise specified): \$ 2,500
7. Coverage is equivalent to:
Comprehensive General Liability Form GL 00 02 (Ed. 1/73) _____
Commercial General Liability "occurrence" form CG 00 01 04 13
Commercial General Liability "claims-made" form CG 00 02 _____
8. If this policy is "claims-made," the retroactive date is _____.

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insure from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees, or agents; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or agents shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 00 02 (Ed.1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 04 04 Broad Form Comprehensive General Liability endorsement; or

- (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 00 01 11 85 or 11 88 or "claims-made" form CG 00 02; or
- (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured which is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees, or agents.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this statement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

Attn:

Name and title	Department
Evanston Insurance Co.	Claims

Company

Evanston Insurance Co., newclaims@markelcorp.com

Address	City	State	Zip Code
PO BOX 2009	Glen Allen	VA	23058
(800) 362 - 7535	(855) 662 - 7535		
Telephone number	Fax number		

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Jaime Baltazar (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Account Manager DATE: June 16, 22

ADDRESS: 600 Corporate Pointe, Suite 600, Culver City, CA 90230

PHONE NUMBER: (310) 568-5900 FAX NUMBER: (310) 775-4221



WORKER'S COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802

A. POLICY INFORMATION

1. Insurance Company State Compensation Ins. Fund of CA ("the Company");
Policy Number _____
2. Effective date of this Endorsement 06/16/2022 Expiration Date: 06/11/2023
3. Named Insured New Dynasty Construction, Co.
4. Employer's Liability Limit*(Coverage B) \$ 1,000,000
* Minimum \$1,000,000 per accident

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officials, agents, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Jaime Baltazar (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Account Manager DATE: June 16, 2022

ADDRESS: 600 Corporate Pointe, Suite 600, Culver City, CA 90230

TELEPHONE: (310) 568-5900 FAX NUMBER: (310) 775-4221



**EXCESS LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802**

A. POLICY INFORMATION

1. Insurance Company Ategrity Specialty Insurance Co.; Policy Number
2. Policy Term (from) 11/01/21 (to) 11/01/22; Endorsement Effective Date: 06/16/2022
3. Named Insured New Dynasty Construction Co.
4. Address of Named Insured 3002 Dow Avenue Suite 204 Tustin, CA 92780
5. Limit of Liability Any One Occurrence/Aggregate \$ 5,000,000/5,000,000
6. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$
7. Bodily Injury and Property Damage Coverage is:

	"claims-made"
X	"occurrence"

If claims-made, the retroactive date is _____.

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees, or agents; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or agents shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** Affords coverage which is at least as broad as the primary insurance forms referenced in the preceding endorsements.
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured which is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees, or agents.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenved, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this statement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

Attn:

Name and title	Department		
Ategrity Specialty Ins. Co.	Claims		
Company			
Ategrity Specialty Ins. Co.	Claims@ategrity.com		
Address	City	State	Zip Code
(<u>480</u>) <u>237 - 2417</u>	(<u>602</u>) <u>419</u> - <u>2977</u>		
Telephone number	Fax number		

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Jaime Baltazar (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Account Manager DATE: June 16, 2022

ADDRESS: 600 Corporate Pointe, Suite 600, Culver City, CA 90230

TELEPHONE: (310) 568-5900 FAX NUMBER: (310) 775-4221

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract executed by both parties prior to loss	All locations
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Return completed certificates to:
 City of Long Beach, 10th floor
 411 W. Ocean Boulevard, Risk Mgmt.
 Long Beach, California 90802

CERTIFICATE OF INSURANCE
CITY OF LONG BEACH, CA
 ("the City")
A Municipal Corporation

Only this Certificate
 of Insurance Form
 will be Accepted

This certifies to the City that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: New Dynasty Construction
Address: 3002 Dow Ave #204, Tustin, CA 92780
Description of project:

Approved as to Sufficiency: _____
 City Engineer

Approved as to Form: _____, 20____

3861 Worsham Ave tenant improvement
 phase 2

J. CHARLES PARKIN, City Attorney

by _____ Deputy City Attorney

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
<p>Workers' Compensation and Employer's Liability</p> <p>_____</p> <p>(Name of Insurer)</p>	<p>Statutory workers comp _____</p> <p>Employer's liability* \$ _____</p> <p>* Minimum \$1,000,000 per accident</p>		
<p>General Liability*</p> <p><u>Policy form equivalent to:</u></p> <p>CG 00 01 ____</p> <p>CG 00 02 ____</p> <p>GL 00 02 ____</p> <p>_____</p> <p>(Name of Insurer)</p>	<p>\$ _____ per occurrence</p> <p>or</p> <p>\$ _____ per claim</p> <p>\$ _____ general aggregate</p> <p>* Minimum \$1,000,000 combined single limit per occurrence and \$2,000,000 General Aggregate</p>		
<p>Commercial Auto Liability*</p> <p>Symbol <u>1</u></p> <p>Allstate Insurance</p> <p>(Name of Insurer)</p>	<p>\$ _____ BI per accident</p> <p>\$ _____ PD per accident</p> <p>\$ _____ BI per person</p> <p>or</p> <p>\$ <u>1,000,000</u> combined single limit each accident</p> <p>* Minimum \$1,000,000 combined single limit per occurrence</p>	648914756	11/24/2022
<p>Excess/Umbrella Liability</p> <p>Claims-made ____</p> <p>Occurrence ____</p> <p>Umbrella ____ Excess ____</p> <p>_____</p> <p>(Name of Insurer)</p>	<p>\$ _____ per occurrence</p> <p>or</p> <p>\$ _____ per claim</p> <p>\$ _____ general aggregate</p> <p>Self-insured retention \$ _____</p>		


The following coverages or conditions are in effect:	YES	NO
The City, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the City by or on behalf of the Named Insured, (b) products and completed operation of the Named Insured, and (c) premises owned, leased, or used by the Named Insured.	X	
Products and Completed Operations		
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage or limits.		
Cross Liability Clause (or equivalent wording)		
Personal Injury, Perils A, B, and C		
Broad Form Property Damage		
X, C, and U Hazards included		
Contractual Liability Coverage applying to this contract		
Liquor Liability		
Coverage afforded the City, its officials, employees, and agents as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the City.		
Waiver of subrogation from Workers' Compensation insurer.		

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Agent or Brokerage Kessler Alair Ins Serv. Insurance Company Allstate Insurance

Address 12487 N Mainstreet, Ste 240, Rancho Cucamonga, CA 91763 Home Office _____

Name of Person to be Contacted June King Authorized Signature king, June Date 6/16/2022

DocuSigned by:

 721308ACF82F42C...

(909) 931-1500
 Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.



**AUTO LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802**

A. POLICY INFORMATION

1. Insurance Company Allstate Insurance; Policy Number _____
2. Policy Term (from) 11/24/21 (to) 11/24/22; Endorsement Effective Date _____
3. Named Insured New Dynasty Constuction
4. Address of Named Insured 3002 Dow Ave #204, Tustin, CA 92780
5. Limit of Liability* Any One Occurrence/Aggregate \$ 1,000,000
* Minimum \$1,000,000 combined single limit per occurrence
6. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$ \$500 Comprehensive/\$500 Collision

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its elected or appointed officials, employees, and agents.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its elected or appointed officials, employees, or agents; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees, or agents shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number CA 00 01 06 92, Code 1 ("Any Auto") and endorsement CA 00 25.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured which is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

- 5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees, or agents.
- 6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this statement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Attn:

Name and title

Department 1(800)255-7828

Company Allstate Claims Reporting

Address

City

State

Zip Code

(800 255-7828)
Telephone number

() -
Fax number

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, June King (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Account Manager DATE: 6/16/22

ADDRESS: 12487 N Mainstreet, Ste 240, Rancho Cucamonga, CA 91763

PHONE NUMBER: 909-931-1500 FAX NUMBER: _____

Certificate Of Completion

Envelope Id: 24A2B0369E214CCFB08BDD9612691AEC
 Subject: New Dynasty Construction, AUTO 21/22
 Source Envelope:
 Document Pages: 4
 Certificate Pages: 4
 AutoNav: Enabled
 Envelope Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 June King
 2335 W. Foothill Blvd Ste 3
 Upland, CA 91786
 jking@kessleralair.com
 IP Address: 205.216.28.102

Record Tracking

Status: Original
 6/16/2022 2:31:13 PM

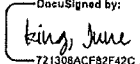
Holder: June King
 jking@kessleralair.com

Location: DocuSign

Signer Events

King, June
 jking@kessleralair.com
 Security Level:
 .Email
 6/16/2022 2:34:22 PM

Signature

DocuSigned by:

 721308ACF82F42C...

Timestamp

Sent: 6/16/2022 2:33:58 PM
 Viewed: 6/16/2022 2:34:26 PM
 Signed: 6/16/2022 2:34:32 PM

Signature Adoption: Pre-selected Style
 Signed by link sent to jking@kessleralair.com
 Using IP Address: 47.181.42.242

Electronic Record and Signature Disclosure:
 Accepted: 6/12/2020 12:27:48 PM
 ID: f8711a2d-fa98-4284-a795-45944f2fbd75

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/16/2022 2:33:58 PM
Certified Delivered	Security Checked	6/16/2022 2:34:26 PM
Signing Complete	Security Checked	6/16/2022 2:34:32 PM
Completed	Security Checked	6/16/2022 2:34:32 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kessler Alair Insurance Services, Inc License # OA 91387 12487 N. Mainstreet, Ste. 240 Rancho Cucamonga CA 91739	CONTACT NAME: June King
	PHONE (A/C, No, Ext): (909) 931-1500 FAX (A/C, No): (909) 932-2133 E-MAIL ADDRESS: jking@kessleralair.com
INSURED New Dynasty Construction 3002 Dow Ave., #204 Tustin CA 92780	INSURER(S) AFFORDING COVERAGE
	INSURER A: Allstate NAIC # 19232
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 21/22 Auto Master REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	648914756	11/24/2021	11/24/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its elected or appointed officials, employees, and agents.

*10 Days Notice of Cancellation applies for non-payment.

CERTIFICATE HOLDER City of Long Beach, 10th Floor 411 W. Ocean Blvd, Risk Mgmt Long Beach CA 90802	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO ENHANCEMENT ENDORSEMENT

Coverage provided under this policy is modified by the attachment of this endorsement. If there is any conflict in coverage provisions between this form and any state specific endorsement also attached to this policy, the provision(s) of the state specific form shall apply.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

In **SECTION I - COVERED AUTOS**, the following changes are made:

The following is added:

D. Physical Damage Coverage for Temporary Substitute and Leased Autos

If Physical Damage Coverage is provided by this policy, the following kinds of "autos" are covered "autos" for the same coverages provided by the policy:

1. Any private passenger "auto", or other than private passenger vehicle with gross vehicle weight of 20,000 lbs. or less, you do not own while used with the permission of the owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;
 - d. "Loss"; or
 - e. Destruction.
2. Private passenger "autos" and other than private passenger vehicles with gross vehicle weight of 10,000 lbs. or less, leased, hired, rented, or borrowed for a period of 30 days or less. This does not include any vehicle you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

In **SECTION II - LIABILITY COVERAGE**, the following changes are made:

Under **A. Coverage, Who Is An Insured**, the following is added:

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- d. Any organization, other than a partnership or joint venture, over which you maintain ownership or in which you hold a majority interest. This provision applies only if there is no similar insurance provided to that organization.
- e. Any organization you acquire or form after policy inception, other than a partnership or joint venture, over which you maintain ownership, or in which you hold a majority interest. Coverage under this provision does not apply;
 - (1) If there is similar insurance provided to that organization; or
 - (2) To "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
- f. Any person or organization that you are required to name as an additional insured under the terms of a written job contract, or by written insurance requirements executed prior to any covered "loss" or claim. This protection applies only if the person or organization is liable for the conduct of an "insured" and only to the extent of that liability.

Under **A. Coverage, Coverage Extensions, Supplementary Payments**, subparagraphs (2) and (4) are replaced with the following:

- (2) Up to \$5,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including loss of earnings up to \$500 a day because of time off from work.

Under **B. Exclusions, Fellow Employee**, the following paragraph is added:

But this exclusion does not apply to "bodily injury" to a fellow "employee" caused by any person whose position within the insured organization is at or above the level of manager or supervisor.

Coverage afforded by this provision is excess over any other collectible insurance.

In **SECTION III - PHYSICAL DAMAGE COVERAGE**, the following changes are made:

Under **A. Coverage, Glass Breakage - Hitting A Bird Or Animal - Falling Objects Or Missiles**, the following is added:

If damage to glass is repaired in lieu of being replaced, no deductible will apply for repair only.

Under **A. Coverage, Coverage Extensions**, the following is added:

c. Personal Effects Coverage

In the event of a total theft of your covered "auto", for which you carry either Comprehensive or Specified Causes of Loss coverage, we will pay up to \$500 for the personal effects which are:

1. owned by you; and
2. in your covered "auto" at the time of the total theft of such "auto".

No deductible applies to Personal Effects Coverage.

Under **A. Coverage**, the following is added:

5. Lease and Loan Gap Coverage

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations for which a specific premium charge indicates that physical damage coverage applies, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. The amount paid under the Physical Damage Coverage section of the policy; and
- b. Any:
 - (1) Overdue lease/loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(5) Carry-over balances from previous loans or leases.

Under **D. Deductible**, the following paragraph is added:

When Collision Coverage is provided by this policy, the deductible amount will not be subtracted from the loss payment in collisions involving your covered "auto" and another auto covered by Allstate Insurance Company or any of its affiliates.

In **SECTION IV - BUSINESS AUTO CONDITIONS**, the following changes are made:

Under **A. Loss Conditions, Duties In The Event Of Accident, Claim, Suit Or Loss Condition**, the following is added under subpart a:

Knowledge of an "accident" or "loss" by any of your agents, servants or "employees" shall not in itself constitute knowledge by you, unless you or one of your corporate officers or managers, or any assignee, shall have received such notice from the agent, servant or "employee".

When you report an occurrence of any "accident" or "loss" to a Worker's Compensation carrier or self insured plan providing the named insured's Worker's Compensation insurance which later develops into a claim submitted under this policy, failure to report such "accident" or "loss" to us at the same time shall not be deemed a violation of this condition. After you become aware of such liability claim arising from the "accident" or "loss", you must give us prompt notice.

Under **A. Loss Conditions, Transfer of Rights of Recovery Against Others To Us**, the following is added:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of work you perform under a contract with such person or organization, in which you have agreed to waive your right of such recovery.

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Under **B. General Conditions, Concealment, Misrepresentation Or Fraud**, the following is added:

This condition does not apply to any omission or failure to provide material facts if the omission or failure was unintentional.

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