

CONTRACT

34203

THIS CONTRACT is made and entered, in duplicate, as of February 19, 2016 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on February 16, 2016, by and between POWELL CONSTRUCTORS INC., a California corporation ("Contractor"), whose address is 8555 Banana Avenue, Fontana, California 92335, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Convention Center-Performing Arts Center Pedestrian Bridge on Seaside Way in the City of Long Beach, California," dated December 11, 2015, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-6942;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans and Specifications No. R-6942 for Convention Center-Performing Arts Center Pedestrian Bridge on Seaside Way in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Convention Center-Performing Arts Center

Pedestrian Bridge on Seaside Way in the City of Long Beach, California," attached hereto as Exhibit "A".

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-6942 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. C-100 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; the Citywide Project Labor Agreement; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; the Information Sheet; and the Letter of Assent. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Permit(s) from other public agencies; 2) Change Orders; 3) this Contract (including any and all amendments hereto); 4) Addenda (which shall include written clarifications, corrections and changes to the bid documents and other types of written notices issued prior to bid

opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written "Notice to Proceed" from City and shall complete all work within two hundred ten (210) working days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

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

8. CLAIMS. Contractor shall, upon completion of the work, deliver possession thereof to City ready for use and free and discharged from all claims for labor and materials in doing the work and shall assume and be responsible for, and shall protect,

1 defend, indemnify and hold harmless City from and against any and all claims, demands,
2 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
3 damages to property, including property of City, which arises from or is connected with the
4 performance of the work.

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determine the percentage of work completed and the determination of the City
2 Engineer shall be final.

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

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
28 of the moneys that may become due Contractor hereunder may be assigned by Contractor

1 without the written consent of City first had and obtained, nor will City recognize any
2 subcontractor as such, and all persons engaged in the work of construction will be
3 considered as independent contractors or agents of Contractor and will be held directly
4 responsible to Contractor.

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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1 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
2 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
3 and custody of the work. If any loss or damage occurs to the work that is not covered by
4 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
5 or the negligence or willful misconduct of City, then Contractor shall immediately make the
6 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
7 the City whole or pay, then City may do so and the cost and expense of doing so shall be
8 deducted from the amount due Contractor from City hereunder.

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

12 19. TAXES AND TAX REPORTING.

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

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

1 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
2 in tangible personal property that was subject to sales or use tax in the previous
3 calendar year.

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

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

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

27 20. ADVERTISING. Contractor shall not use the name of City, its officials
28 or employees in any advertising or solicitation for business, nor as a reference, without the

1 prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 31. DEFAULT. Default shall include but not be limited to Contractor's
28 failure to perform in accordance with the Plans and Specifications, failure to comply with

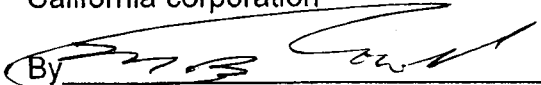
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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.

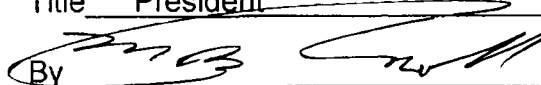
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

POWELL CONSTRUCTORS INC., a
California corporation

February 29, 2016

By 
Name Michael B. Powell
Title President

February 29, 2016

By 
Name Michael B. Powell
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal
corporation

Assistant City Manager

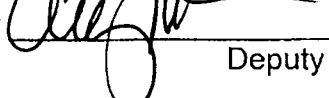
March 11, 2016

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

"City"

This Contract is approved as to form on 3-7, 2016.

CHARLES PARKIN, City Attorney

By 
Deputy

California All-Purpose Certificate of 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 San Bernardino

s.s.

On February 29, 2016 before me, Sherri Evans

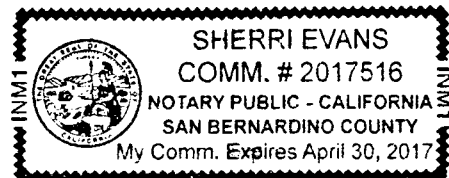
personally appeared Michael B. Powell

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.

Sherri Evans
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it can prevent fraudulent removal and replacement of this acknowledgment to an unauthorized document and may provide useful information to the attorney or other interested parties.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

California All-Purpose Certificate of 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 San Bernardino

S.S.

On February 29, 2016 before me, Sherri Evans

(Name of Notary, Public)

personally appeared Michael B. Powell

(Name of Signer)

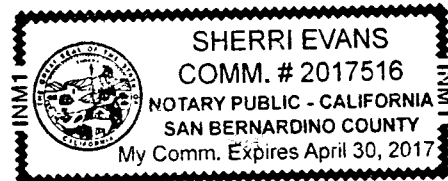
(Name of Signer)

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 of Notary Public)



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and repositioning of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

(Name of Authorized Entity or Signer)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

Exhibit A

Awarded: Base Bid

BIDDER'S NAME: Powell Constructors Inc

**BID TO THE CITY OF LONG BEACH
CONVENTION CENTER-PERFORMING ARTS CENTER PEDESTRIAN
BRIDGE ON SEASIDE WAY**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on January 21, 2016, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6942 at the prices listed below.

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

We understand that Bids will be evaluated to determine the lowest total amount bid received from qualified, responsive and responsible bidders.

Notes:

1. Items denoted with "**F**" are final pay items in accordance with Caltrans Standard Specifications Section 9-1.02C.
2. Items denoted "**S**" are specialty items in accordance with Standard Specifications Section 2-3.2

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
General and Site Work						
1.	H.9-3.4	Mobilization (Limited to 5% of the subtotal of all other bid items)	1	LS	LS	300,000.-
2.	H.-8-2	Field Office, Class A	15	Months	2000.-	30,000.-
3.	H. 2-9.1	Permanent Survey Markers	1	LS	LS	1000.-
4.	H. 2-9.2	Survey Service	1	LS	LS	20,000.-
5.	H. 2-11.1	Structural Condition Surveys	1	LS	LS	10,000.-
6.	H. 2-11.2	Vibration Monitoring	1	LS	LS	10,000.-
7.	N/A	NOT USED	-	-	-	-

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
8.	H. 6- 1.1.4	CPM Baseline Schedule	1	EA	3000.-	3000.-
9.	H. 6- 1.1.4.e	Monthly Schedule Updates	12	EA	500.-	6000.-
10.	H. 6- 1.1.4.f	Weekly 4-week Look- Ahead Schedules	52	EA	50.-	2600.-
11.	H.7-8.1	Street Sweeping	210	Days	200.-	42,000.-
12.	H-7-8.6	SWPPP / NOI	1	LS	LS	1500.-
13.	H-7-8.6	NPDES/MS4 Compliance Inspections, Reports, NOI/WDID Administration	1	LS	LS	5000.-
14.	H-7-8.6	Implementation & Maintenance of BMPs	1	LS	LS	25,000.-
15.	H-7- 10.1	Traffic Control	1	LS	LS	150,000.-
16.	H-7- 10.6	Construction Area Information Signs	10	EA	700.-	7000.-
17.	Sht 3/13, GN 4, 9.	Potholing / Ground Penetrating Radar, Report	1	LS	LS	1000.-
18.	T.16, C-101	Clear and Grub, Demolition	1	LS	LS	100,000.-
19.	T. 19	Unclassified Excavation	244	CY	100.-	24,400.-
20.	T. 19	Shoring	1	LS	LS	100.-
21.	MISC	Miscellaneous Work not covered by other Bid Items	1	LS	LS	100.-
Bridge Structure						
22. (F)	T. 49, 52, 90, S- 105/6/7	84" Diameter CIDH Piles, including Reinforcing Steel	320	LF	2400.-	768,000.-
23. (F)	T. 50, 51, 52, 90, S- 102	Structural Concrete Bridge, Including Reinforcing Steel	1,027	CY	2400.-	2,464,800.-
24.	T.51, S-144	Prestressing Concrete	1	LS	LS	150,000.-

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
25.	A-501	Light Weight Concrete Overlay	8364	SF	20.-	167,280.-
26.	A-202/502, T. 54	12" Expansion Joint	280	LF	300.-	84,000.-
27.	A-202/ 502, T. 54	6" Expansion Joint	29	LF	180.-	5,220.-
28.	A-202, L2.6, S-148, T. 057005	Stainless Steel Grating	730	SF	215.-	156,950.-
29.	S-110, A-401	Structural Foam Fill	59	CY	200.-	11,800.-
30.	A-501, T. 54	Slab Water Proofing	8,364	SF	3.-	25,092.-
31a	A-502, T. 54	Water Proofing	4,000	SF	7.-	28,000.-
31b	RFI#10	Anti- Graffiti Coating	2,200	SF	3.-	6,600.-
Bridge Canopy						
32. (F, S)	S-160, T. 55	Structural Steel Bridge Canopy	94,834	LB	8.50	806,089.-
33. (F, S)	A-503, A-606/7	Stainless Steel 3/8" Cable with Fittings	43,050	LF	9.-	387,450.-
34. (F, S)	A-510	Stainless Steel 1/4" Diameter Cable with Fittings	900	LF	10.50	9,450.-
35. (F, S)	A-302/3, T. 55	2" Diameter Solid Bar Hand Railing	605	LF	95.-	57,475.-
36. (F, S)	A-510, T. 55	1.5" Diameter Steel Pipe Hand Railing	88	LF	110.-	9,680.-
37. (F, S)	N/A	Galvanizing	0	SF	—	—
38. (F, S)	S-160, T. 59,91	Painting	9,500	SF	11.-	104,500.-

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Bridge Structure: North Guardrail Between Grid Lines 22-49						
39. (F, S)	S-160, T. 55	Structural Steel: North Guardrail btwn Grid Lines 22-49	3,085	LB	17.-	52,445.-
40. (F, S)	A-503, A-606/7	Stainless Steel 3/8" Cable with Fittings: North Guardrail btwn Grid Lines 22-49	5,016	LF	10.-	50,160.-
41. (F, S)	A-302/3, T. 55	2" Diameter Solid Bar Hand Railing: North Guardrail btwn Grid Lines 22-49	240	LF	95.-	22,800.-
Roadway / Utilities						
42.	C-201/2, T. 40	Asphalt Concrete Pavement	19	TN	350.-	6,650.-
43.	T. 84	Pavement Markers, Markings and Traffic Striping (including removals)	ALLOWANCE	LS	-	\$10,000
44.	C-200, I-313	Permanent Roadway Signing	ALLOWANCE	LS	-	\$2,500
45.	C-200, I-303	Curb Ramps	8	EA	2500.-	20,000.-
46.	C-200, T. 73	CIP Concrete Sidewalks, 3" Thick	4,620	SF	5.-	23,100.-
47.	C-201/ C-504, T. 73	Concrete Loading Bay Pavement, 6" Thick	1,010	SF	13.-	13,130.-
48.	C-201/2, I-303	Concrete Curb and Gutter	620	LF	35.-	21,700.-
49.	C-100	Remove / Relocate Gas Lines	1	LS	LS	8000.-
50.	C-100	Remove Street Lights	1	LS	LS	5000.-
51.	C-410	Potable Water Piping, 1" Dia	280	LF	45.-	12,600.-
Drainage						
52.	C-303/4, T. 64, 70	Storm Drain – 6" PVC	420	LF	50.-	21,000.-

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
53.	C-303/4, T. 64, 70	Trench Drain (MIFAB T1560 W=4")	35	LF	150.-	5250.-
54.	C-303/4, T. 64,70	4" Dia PVC SDR-35 Bridge Drain Pipe	440	LF	50.-	22,000.-
55.	C-305/6, T. 64,70	6" Dia PVC SDR-35 Bridge Down Spout	110	LF	50.-	5500.-
56.	C-303/4, T. 64,70	PVC SDR-35 Pipes – 4" (PERF)	250	LF	20.-	5000.-
57.	C-301, T. 64,70	PVC SDR-35 Pipes – 6" (PERF)	250	LF	28.-	7000.-
58a	C-501/2, T. 64,70	Storm Drain to Catch Basin Connection	3	EA	6000.-	18,000.-
58b	C-302/14 C-501/3	NDS 12"x12" Catch Basin w/ Grate	3	EA	500.-	1500.-
59.	C-503, T. 64,70	Filter Inserts at Catch Basin	4	EA	1500.-	6000.-
60.	C-502, T. 64,70	Catch Basin "No Dumping" Stencil	4	EA	100.-	400.-
61a	C-503/4 T. 64,70	Modified Drain Cleanout Assembly	10	EA	550.-	5500.-
61b	C-305/17	Downspout Nozzle	3	EA	150.-	450.-
62.	C-503, T. 64,70	Backflow Preventer Assembly	1	EA	2000.-	2000.-
63.	T. 64,70	Crushed Miscellaneous Base	150	CY	175.-	26,250.-
64.	C-504, T. 64,70	12" Cast In Place Concrete Runnel	185	LF	75.-	13,875.-
65a	C- 2.2/3/4, T. 64,70	12"x12"x 3" River Rock Splash Pad	8	EA	150.-	1200.-
65b	C-305/15	Link Seal LS-300-10-S	10	EA	100.-	1000.-
65c	C-305/16	Link Seal LS-300-10-S w/ Anchor Collar	37	EA	300.-	11,100.-
65d	L-2.5/02	4" PVC Monitoring Pipe	50	LF	50.-	2500.-
65e	S-149	Drain Pipe Hangar Assembly in Spine Beam	120	EA	95.-	11,400.-
65f	C-410/A	Miscellaneous Utility Hangar Assembly	1	LS	LS	3000.-

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Landscape Planting, Furnishings & Irrigation						
66.	L-2.7, T. 323120	Precast Concrete Benches w/ Outlet	72	LF	400.-	28,800.-
67a	L-1.1, T. 057005	4" Aluminum Edge Between Planting Types	155	LF	20.-	3100.-
67b	Add#3 Sk05	Painted Steel Plate at existing planter	310	SF	70.-	21,700.-
68.	L-1.3, T. 3209000	Landscape Planting Dymondia Groundcover	1,960	EA	5.-	9800.-
69.	L-2.8/9, T. 3209000	Landscape Planting, 5 Gallon Shrubs	1,095	EA	30.-	32,850.-
70.	L-2.8/9, T. 3209000	Landscape Planting, 24" Box	3	EA	500.-	1500.-
71a	L-2.8/9, T. 3209000	Landscape Planting, 36" Box	6	EA	1300.-	7800.-
71b	L-2.8/9, T. 3209000	Landscape Planting, 48" Box	3	EA	2500.-	7500.-
72.	L-2.8/9, T., T. 3209901	Bridge Planting Medium	173	CY	100.-	17,300.-
73.	L-1.2, T. 3209000	Sidewalk Planting Medium	56	CY	50.-	2800.-
74.	L-1.3, L- 2.5, T. 3209901	MIRAFI 149N Landscape Filter Fabric	4,200	SF	0.50	2100.-
75.	L-2.5, T. 3209901	EPS Rigid Foam to Level Tree Rootball	10	CY	200.-	2000.-
76. (S)	LI-1.2/3, T. 3284000	Irrigation System	1	LS	LS	60,000.-
77. (S)	L-2.1, T. 323120	Bollards (Removable)	6	EA	1300.-	7800.-
78. (S)	S- 105/6/7	Access Panels / Manholes	5	EA	450.-	2250.-
79. (S)	L-2.1, T. 323120	Bigbelly Trash Receptacle	2	EA	3000.-	6000.-
80. (S)	L-2.1, T. 323120	Hydration Station	1	EA	10,000.-	10,000.-

Bid ITEM NO.	Spec Sect. / Plan Ref.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Finishes / Displays						
81.		Bridge Level Wayfinding/ Informational Signage	ALLOWANCE	LS	-	\$20,000
Electrical / Lighting						
82. (S)	E-203/ A606/7, T. 265000	Light Fixture – AD-01, Canopy RGB Lights	3,509	EA	400.- 250.- MP	1,403,600.-
83. (S)	E-202, T. 265000	Light Fixture – AD-02, Bridge Deck Adjustable Down Lights	76	EA	500.-	38,000.-
84. (S)	E-201, T. 265000	Light Fixture – AD-03, Spine Linear RGBW Downlights	66	EA	2000.-	132,000.-
85. (S)	E-201, T. 265000	Light Fixture – AD-03A	4	EA	2500.-	10,000.-
86. (S)	E-202, T. 265000	Light Fixture – AG-01, Landscape Uplights	27	EA	1500.-	40,500.-
87. (S)	E-202, T. 265000	Light Fixture – AS-01, Bridge Deck Grate Uplight	100	EA	800.-	80,000.-
88. (S)	E-101/2, T. 262726	Panel Boards, Wiring, Conduits and Control Equipment	1	LS	LS	180,000.-
89. (S)	E-102, T.26055 3	Electric Utility Service	1	LS	LS	5000.-
Landscape Maintenance Period						
90.	I. 308-6, T. 3209000	120 Calendar Days Landscape Establishment & Maintenance Period	1	LS	LS	5000.-
Deck Level Landscape Revision						
91.		Deck Level Landscape Revision	1	LS	-	\$100,000

TOTAL AMOUNT BID

8,636,496.-

8,636,496.- MP

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? _____ Which racial minority? _____
Is the Bidder a Women-Owned Business? _____

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

Powell Constructors Inc first learned about this project via email through Planet Bids

(Continued on Next Page)

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

(Initial above all appropriate numbers)

Signature**

_____ If Bidder is an individual, set forth his/her signature.

_____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..

_____ If Bidder is a general partnership, set forth the signature of the general partner.

_____ If Bidder is a limited partnership, provide names of other partners.

_____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company

 X If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

Exhibit B

Workers Compensation Certificate

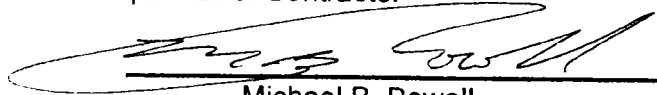
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Powell Constructors Inc

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

A handwritten signature in black ink, appearing to read "Michael B. Powell", is written over a horizontal line.

Michael B. Powell

Title: President

Date: 1-21-16

Exhibit C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: A1CW44161508
 - B. Name of Insurer (**NOT** Broker): Old Republic General Insurance
 - C. Address of Insurer: 225 S. Lake Avenue, Pasadena, CA 91107
 - D. Telephone Number of Insurer: (800) 830-6057
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Will be given at Contract Award
 - B. Automobile Liability Insurance Policy Number: A1CA44161512
 - C. Name of Insurer (**NOT** Broker): Old Republic General Insurance
 - D. Address of Insurer: 225 S. Lake Avenue, Pasadena, CA 91107
 - E. Telephone Number of Insurer: (800) 830-6057
- 3) Address of Property used to house workers on this Contract, if any: Not Applicable
- 4) Estimated total number of workers to be employed on this Contract: See below **
- 5) Estimated total wages to be paid those workers: See below **
- 6) Dates (or schedule) when those wages will be paid: Employees will be paid weekly
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: Unknown at this time
- 8) Taxpayer's Identification Number: [REDACTED]

** Will be given at Contract Award

Exhibit D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

Insert Additional copies of this page to list additional subcontractors if required

Name	<u>Sierra Landscap Development, Inc.</u>	Type of Work	<u>Landscape</u>
Address	<u>P.O. Box 661265</u>		
City	<u>Arcadia, CA 91066</u>	Dollar Value of Subcontract	<u>\$ 159,985.00</u>
Phone No.	<u>(626) 447-5260</u>		
License No.	<u>514938</u>	CA DIR Registration No	<u>1000004455</u>

Name	<u>Dywidag Systems International</u>	Type of Work	<u>Prestressing</u>
Address	<u>2154 South Street</u>		
City	<u>Long Beach, CA 90805</u>	Dollar Value of Subcontract	<u>\$ 148,450.00</u>
Phone No.	<u>(652) 531-6161</u>		
License No.	<u>273710</u>	CA DIR Registration No	<u>1000006705</u>

Name	<u>Cor-Ray Painting Company, Inc.</u>	Type of Work	<u>Painting</u>
Address	<u>10114 Shoemaker Avenue</u>		
City	<u>Santa Fe Springs, CA 90670</u>	Dollar Value of Subcontract	<u>\$ 96,300.00</u>
Phone No.	<u>(562) 447-2573</u>		
License No.	<u>233474</u>	CA DIR Registration No	<u>1000004748</u>

Name	<u>Belco (Elecnor Belco Electric, Inc.)</u>	Type of Work	<u>Electrical</u>
Address	<u>4331 Schaffer Ave</u>		
City	<u>Chino, CA 91710</u>	Dollar Value of Subcontract	<u>\$ 1,892,100.00</u>
Phone No.	<u>(909) 993-5470</u>		
License No.	<u>738518</u>	CA DIR Registration No	<u>1000004804</u>

Name	<u>Gerdau Reinforcing Steel</u>	Type of Work	<u>Reinforcing Steel</u>
Address	<u>5425 Industrial Parkway</u>		
City	<u>San Bernardino, CA 92407</u>	Dollar Value of Subcontract	<u>\$ 419,000.00</u>
Phone No.	<u>(909) 713-1130</u>		
License No.	<u>974202</u>	CA DIR Registration No	<u>1000000435</u>

LIST OF SUBCONTRACTORS

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Insert Additional copies of this page to list additional subcontractors if required

Name	<u>Hayward Baker</u>	Type of Work	<u>CIDH</u>
Address	<u>14718 Pipeline Ave., Suite B</u>		
City	<u>Chino Hills, CA 91709</u>	Dollar Value of Subcontract	<u>\$ 428,800.00</u>
Phone No.	<u>(909) 393-9300</u>		
License No.	<u>482246</u>	CA DIR Registration No	<u>1000006388</u>

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

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

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

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

LIST OF SUBCONTRACTORS

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Insert Additional copies of this page to list additional subcontractors if required

Name Sierra Landscape Development Type of Work Landscape
Address _____
City Arcadia, CA Dollar Value of Subcontract \$ 159,985.-
Phone No. _____
License No. 514938 CA DIR Registration No. _____

Name Sacramento Drilling Type of Work CIDH
Address _____
City Sacramento Dollar Value of Subcontract \$ 403,204.-
Phone No. _____
License No. 759193 CA DIR Registration No. _____

Name Integrity Rebar Placers Type of Work Reinforcing Steel
Address _____
City Perris Dollar Value of Subcontract \$ 443,824.-
Phone No. _____
License No. 533729 CA DIR Registration No. _____

Name Dywidag Type of Work Prestressing
Address _____
City Long Beach Dollar Value of Subcontract \$ 148,450.-
Phone No. _____
License No. _____ CA DIR Registration No. _____

Name Cor-Ray Painting Type of Work Painting
Address _____
City Santa Fe Springs Dollar Value of Subcontract \$ 96,300.-
Phone No. _____
License No. 233474 CA 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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Insert Additional copies of this page to list additional subcontractors if required

Name Gerdau Type of Work Reinforcing Steel
Address _____
City San Bernardino Dollar Value of Subcontract \$ 419,000 -
Phone No. _____
License No. _____ CA DIR Registration No _____

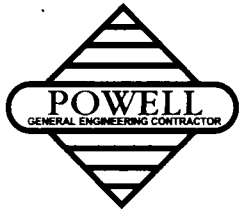
Name Hayward Baker Type of Work CIDH
Address _____
City Chino Hills Dollar Value of Subcontract \$ 428,800 -
Phone No. _____
License No. _____ CA DIR Registration No _____

Name Belco Type of Work Electrical
Address _____
City Chino Dollar Value of Subcontract \$ 1,892,100.-
Phone No. _____
License No. _____ CA DIR Registration No _____

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

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

EXHIBIT “E”



CONSTRUCTORS INC.

POWELL CONSTRUCTORS, INC.
GENERAL ENGINEERING CONTRACTOR

8555 BANANA AVENUE - FONTANA, CA 92335
PHONE (909) 356-8880 - FAX (909) 356-1299
LICENSE #845305A

LETTER OF ASSENT

February 25, 2016

PLA Administrator
City of Long Beach
333 West Ocean Blvd.
Long Beach, CA 90802

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

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

Sincerely,

Powell Constructors, Inc.

Michael B. Powell
President

APPENDIX “A”

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

 STATE OF CALIFORNIA
BOARD OF EQUALIZATION

Please type or print clearly. Read instructions on reverse before completing this form.
SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

☐ I am a county, city, city and county, or redevelopment agency.

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

KNOW ALL MEN BY THESE PRESENTS: That we, POWELL CONSTRUCTORS INC., a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of EIGHT MILLION SIX HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS (\$8,636,496), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Convention Center-Performing Arts Center Pedestrian Bridge on Seaside Way is required by law and by said City to give this bond in connection with the execution of said contract;

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

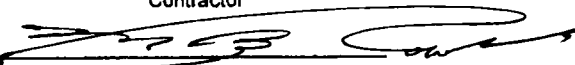
PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 25th day of February, 2016.

Powell Constructors, Inc.

Contractor

By: 

Name: Michael B. Powell

Title: President

By: 

Name: Michael B. Powell

Title: Secretary

Fidelity and Deposit Company of Maryland

SURETY, admitted in California

By: 

Name: Adriana Valenzuela

Title: Attorney-In-Fact

Telephone: 714-941-2804

Approved as to form this 7th day of March, 2016.

CHARLES PARKIN, City Attorney

By: 

Deputy City Attorney

Approved as to sufficiency this 11th day of March, 2016.

Assistant City Manager

By: 

City Manager/City Engineer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Lourdes LANDA, Mark ROSSKOPF, Adriana VALENZUELA and Michael CASTANEDA, all of Anaheim, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

State of Maryland
County of Baltimore

Gerald F. Haley

*Vice President
Gerald F. Haley*

On this 15th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 5th day of February, 2016.



A handwritten signature in cursive script, reading "Th O. McClellan".

Thomas O. McClellan, Vice President

California All-Purpose Certificate of 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

S.S.

On 02/25/2016 before me, Marilyn Bagby, Notary Public

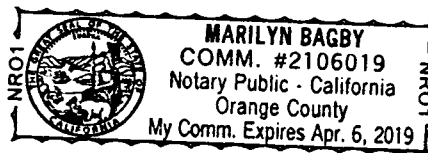
personally appeared Adriana Valenzuela

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.

Marilyn Bagby



OPTIONAL INFORMATION

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

California All-Purpose Certificate of 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 San Bernardino

S.S.

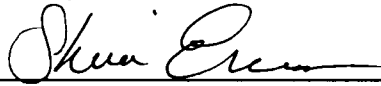
On February 29, 2016 before me, Sherri Evans

personally appeared Michael B. Powell

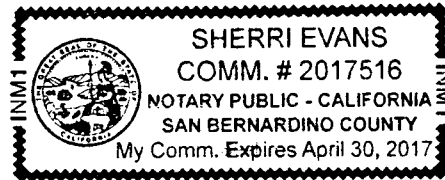
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



OPTIONAL INFORMATION

Although the information in this section is not required, it is intended to provide a means for the notary to provide additional information to the document and to the public.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

California All-Purpose Certificate of 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 San Bernardino

S.S.

On February 29, 2016 before me, Sherri Evans

personally appeared Michael B. Powell

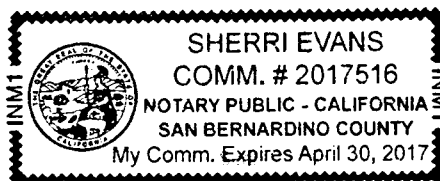
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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



OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on this attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, POWELL CONSTRUCTORS INC., a California corporation, as PRINCIPAL, and Fidelity and Deposit Company, located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of EIGHT MILLION SIX HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED NINETY-SIX DOLLARS (\$8,636,496), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

*Company of Maryland

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Convention Center-Performing Arts Center Pedestrian Bridge on Seaside Way and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 25th day of February, 2016.

Powell Constructors, Inc.

Contractor

By: 

Name: Michael B. Powell

Title: President

By: 

Name: Michael B. Powell

Title: Secretary

Approved as to form this 7th day of March, 2016.

CHARLES PARKIN, City Attorney

By: 

Deputy City Attorney

NOTE: 1.

Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.

2.

A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

Fidelity and Deposit Company of Maryland

SURETY, admitted in California

By: 

Name: Adriana Valenzuela

Title: Attorney-In-Fact

Telephone: 714-941-2804

Approved as to sufficiency this 11th day of March, 2016.

Assistant City Manager

By: 

City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Lourdes LANDA, Mark ROSSKOPF, Adriana VALENZUELA and Michael CASTANEDA, all of Anaheim, California**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 15th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

State of Maryland
County of Baltimore

Gerald F. Haley

*Vice President
Gerald F. Haley*

On this 15th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 25th day of February, 2016.



Thomas O. McClellan, Vice President

California All-Purpose Certificate of 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

S.S.

On 02/25/2016 before me, Marilyn Bagby, Notary Public

Name of Notary Public This

personally appeared Adriana Valenzuela

Name of Signer 1

Name of Signer 2

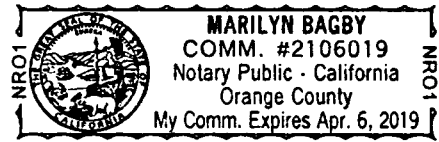
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Marilyn Bagby

Signature of Notary Public



Seal

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Name of person, entity, or Signer(s) Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

California All-Purpose Certificate of 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 San Bernardino

S.S.

On February 29, 2016 before me, Sherri Evans

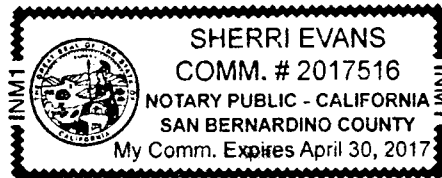
personally appeared Michael B. Powell

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.

Sherri Evans
Signature of Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it would be prudent to include it to prevent this acknowledgment from being used as evidence in a lawsuit.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____

California All-Purpose Certificate of 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 San Bernardino

S.S.

On February 29, 2016 before me, Sherri Evans

personally appeared Michael B. Powell

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.

Sherri Evans
Notary Public



OPTIONAL INFORMATION

Although the information in this section is not required by law, it would be a good idea to provide a true and accurate description of the document to which this acknowledgment is attached, and to provide a true and accurate description of the person(s) to whom this acknowledgment is attached.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-fact
☐ Corporate Officer(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

- ☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer ☐ Signer(s) Thumbprints(s)
☐ _____