

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

1 of Long Beach, California," attached hereto as Exhibit "A".

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,
7 Project Specifications No. R-7036 (which may include by reference the Standard
8 Specifications for Public Works Construction, latest edition, and any supplements
9 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
10 Plans; Project Drawing Nos. B-4621, B-4596, and B-4663 for this work; the
11 California Code of Regulations; the various Uniform Codes applicable to trades; the
12 prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of
13 Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise
14 Program; the Citywide Project Labor Agreement; this Contract and all documents
15 attached hereto or referenced herein including but not limited to insurance; Bond for
16 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
17 addenda or change orders issued in accordance with the Standard Specifications;
18 any permits required and issued for the work; approved final design drawings and
19 documents; the Information Sheet; and the Letter of Assent. These Contract
20 Documents are incorporated herein by the above reference and form a part of this
21 Contract.

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

1 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
2 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
3 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date
5 to be specified in a written "Notice to Proceed" from City and shall complete all work within
6 two hundred (200) working days thereafter, subject to strikes, lockouts and events beyond
7 the control of Contractor. Time is of the essence hereunder. City will suffer damage if the
8 work is not completed within the time stated, but those damages would be difficult or
9 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
10 amount stated in the Contract Documents.

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

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

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

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

1 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
2 damages to property, including property of City, which arises from or is connected with the
3 performance of the work.

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 Engineer shall be final.

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

9 13. NOTICES.

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

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

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

26 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
27 of the moneys that may become due Contractor hereunder may be assigned by Contractor
28 without the written consent of City first had and obtained, nor will City recognize any

1 subcontractor as such, and all persons engaged in the work of construction will be
2 considered as independent contractors or agents of Contractor and will be held directly
3 responsible to Contractor.

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

1 and custody of the work. If any loss or damage occurs to the work that is not covered by
2 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
3 or the negligence or willful misconduct of City, then Contractor shall immediately make the
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
5 the City whole or pay, then City may do so and the cost and expense of doing so shall be
6 deducted from the amount due Contractor from City hereunder.

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

10 19. TAXES AND TAX REPORTING.

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

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

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calendar year.

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

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

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

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

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

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

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

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

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

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

1 California law pertaining to conflicts of laws).

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

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

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

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

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

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

28 C. If the Contractor fails to comply with the EBO, the City may

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

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

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

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

24 31. DEFAULT. Default shall include but not be limited to Contractor's
25 failure to perform in accordance with the Plans and Specifications, failure to comply with
26 any Contract Document, failure to pay any penalties, fines or charges assessed against
27 Contractor by any public agency, failure to pay any charges or fees for services performed
28 by the City, and if Contractor has substituted any security in lieu of retention, then default

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1 shall also include City's receipt of a stop notice. If default occurs and Contractor has
2 substituted any security in lieu of retention, then in addition to City's other legal remedies,
3 City shall have the right to draw on the security in accordance with Public Contract Code
4 Section 22300 and without further notice to Contractor. If default occurs and Contractor
5 has not substituted any security in lieu of retention, then City shall have all legal remedies
6 available to it.

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

9
10 ALBERT HOLGUIN DBA WORLD WIDE
CONSTRUCTION, a sole proprietorship
11 January 5, 2016 By Albert Holguin
12 Name Albert Holguin
13 Title OWNER

14 "Contractor"
15 CITY OF LONG BEACH, a municipal
corporation
16 Jan 28, 2016 By [Signature] EXECUTED PURSUANT
17 City Manager TO SECTION 301 OF
THE CITY CHARTER.

18 "City" Assistant City Manager

19 This Contract is approved as to form on 1/15, 2016.

20 CHARLES PARKIN, City Attorney
21 By [Signature]
22 Deputy
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EXHIBIT A

Awarded: Base Bid Items 1-4

BIDDER'S NAME: Wald Wide Construction

**BID TO THE CITY OF LONG BEACH
FIRE STATIONS - WORKFORCE PRIVACY**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 18, 2015, 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-7036 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.

The basis for selection of the low bid is the sum of all Base Bid items plus Additive A.

BASE BID

Base Item 1 - Fire Station 2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1	Asbestos/Lead Abatement	1	LS	13,471.00
2	Westnet System - Fire Station Notification Wiring and Equipment. [Including but not limited to System Integration, Evaluating and Demonstrating system(s) is/are operational].	1	LS	\$46,223.93
3	Mobilization, General Conditions, Project Closeout	1	LS	20,792.00
4	All Improvements & Including Site Work	1	LS	448,167.00
5	Allowance for Owner changes	1	LS	\$12,500

SUBTOTAL BASE ITEM 1: \$541,153.93

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Base Item 2 - Fire Station 4

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1	Asbestos/Lead Abatement	1	LS	13,471.00
2	Westnet System - Fire Station Notification Wiring and Equipment. [Including but not limited to System Integration, Evaluating and Demonstrating system(s) is/are operational].	1	LS	\$35,548.99
3	Mobilization, General Conditions, Project Closeout	1	LS	20,792.00
4	All Improvements & Including Site Work	1	LS	448,167.00
5	Allowance for Owner changes	1	LS	\$12,500

SUBTOTAL BASE ITEM 2: \$ 530,478.99

Base Item 3 - Fire Station 10

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1	Asbestos/Lead Abatement	1	LS	13,471.00
2	Westnet System - Fire Station Notification Wiring and Equipment. [Including but not limited to System Integration, Evaluating and Demonstrating system(s) is/are operational].	1	LS	\$35,278.49
3	Mobilization, General Conditions, Temporary Facilities, Project Closeout	1	LS	20,792.00
4	All Improvements & Including Site Work	1	LS	448,167.00
5	Allowance for pending restroom changes and Owner changes	1		25,000

SUBTOTAL BASE ITEM 3: \$ 542,708.49

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Base Item 4 - Fire Station 22

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1	Asbestos/Lead Abatement	1	LS	13,471.00
2	Westnet System - Fire Station Notification Wiring and Equipment. [Including but not limited to System Integration, Evaluating and Demonstrating system(s) is/are operational].	1	LS	\$26,155.12
3	Mobilization, General Conditions, Project Closeout	1	LS	20,792.00
4	All Improvements & Including Site Work	1	LS	398,167.00
5	Allowance for Owner changes	1	LS	\$12,500

SUBTOTAL BASE ITEM 4: \$ 471,085.12

TOTAL BASE BID ITEMS 1-4: \$ 2,085,426.50

ADDITIVE A

Fire Station 9

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1	Asbestos/Lead Abatement	1	LS	13,471.00
2	Westnet System - Fire Station Notification Wiring and Equipment. [Including but not limited to System Integration, Evaluating and Demonstrating system(s) is/are operational].	1	LS	\$33,223.79
3	Mobilization, General Conditions, Project Closeout	1	LS	20,792.00
4	All Improvements & Including Site Work	1	LS	448,167.00

TOTAL ADDITIVE A: \$ 515,653.79

TOTAL BID AMOUNT: BAS BID ITEMS 1 - 4 + ADDITIVE A:

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? yes Which racial minority? Hispanic
Is the Bidder a Women-Owned Business? N/A
Is the Bidder a SBE? yes If yes, Certification No. 46371

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

on-line

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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:

World Wide Construction

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



Title: OWNER

Date: 11/17/15

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: 9023014
 - B. Name of Insurer (NOT Broker): State Fund
 - C. Address of Insurer: P.O. Box 26000 Sacramento, CA 95826
 - D. Telephone Number of Insurer: 714-480-6066

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1FTSW20P55EC78581
 - B. Automobile Liability Insurance Policy Number: 648574122
 - C. Name of Insurer (NOT Broker): All State
 - D. Address of Insurer: 43138 Christy St. #102 Fremont, CA 94538
 - E. Telephone Number of Insurer: 1-800-255-7828

- 3) Address of Property used to house workers on this Contract, if any: 11/A

- 4) Estimated total number of workers to be employed on this Contract: 20
- 5) Estimated total wages to be paid those workers: Prevailing Wage
- 6) Dates (or schedule) when those wages 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: only sub-contractors


- 8) Taxpayer's Identification Number: 

EXHIBIT D
List of Subcontractors

LIST OF SUBCONTRACTORS

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

Name O'Keefe Construction CO Type of Work Framing, Drywall, Painting, Concrete (C)
 Address 11341 Cherry St.
 City Los Alamitos, CA 90720 Dollar Value of Subcontract \$ 377,085.00
 Phone No. (562) 449-5041
 License No. 909266

Name WestNet Type of Work Alerting System & Communications
 Address 15542 Chemical Lane
 City Huntington Beach, CA 92649 Dollar Value of Subcontract \$ 176,430.32
 Phone No. 714-548-3500
 License No. 990723

Name EA Teger Type of Work Packing & moving
 Address 12090 River Rd
 City Santa Fe Springs, CA 90670 Dollar Value of Subcontract \$ 17,500.00
 Phone No. 949-872-6748
 License No. 754501

Name Farrell's Plumbing Type of Work Plumbing
 Address 4822 Marten Ave
 City Cypress, CA 90630 Dollar Value of Subcontract \$ 259,500.00
 Phone No. 714-501-8172
 License No. 761920

Name Zodiac Heating & Air Type of Work HVAC
 Address 14411 Gilmore St.
 City Van Nuys, CA 91401 Dollar Value of Subcontract \$ 334,174.00
 Phone No. 818-468-7188
 License No. 682059

LIST OF SUBCONTRACTORS

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

Name PREMIER TILE Type of Work TILE
Address 1500 S. Main St.
City Gardena, CA 90248 Dollar Value of Subcontract \$ 193,749.00
Phone No. 310-516-1712
License No. 688059

Name LEONE Electrical Type of Work Electrical
Address 10841 Bloomfield St
City Los Alamitos, CA 90720 Dollar Value of Subcontract \$ 290,384.00
Phone No. 562-795-5754
License No. 794439

Name Pacific Door & FRAME Type of Work Doors
Address 7016 Motz St.
City Paramount, CA 90723 Dollar Value of Subcontract \$ 161,124.90
Phone No. 562-634-0916
License No. 813479

Name DC Acoustics Type of Work T-Bar Ceiling
Address 24064 Botunick Rd
City Valencia, CA 91355 Dollar Value of Subcontract \$ 23,703.00
Phone No. 661-254-5860
License No. 699658

Name Precision Contracting Type of Work Demo & Abatement
Address 1818 N. Orange Grove Pl
City Anaheim, CA 92801 Dollar Value of Subcontract \$ 150,000.00
Phone No. 714-412-9490
License No. 701357

LIST OF SUBCONTRACTORS

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

Name A Ames Carpent Type of Work Carpet
 Address 3226 East Willow Ave
 City Signal Hill, CA 90755 Dollar Value of Subcontract \$ 17,500.00
 Phone No. 562-900-2587
 License No. 797673

Name Sainz Cabinets Type of Work Lockers & Cabinets
 Address 14050 Orange Ave #C
 City Paramount, CA 90723 Dollar Value of Subcontract \$ 170,600.00
 Phone No. 213-447-3470
 License No. 766197

Name Oliver Mill Type of Work Countertops
 Address 4247 East La Palma Ave
 City Anaheim, CA 92807 Dollar Value of Subcontract \$ 18,400.00
 Phone No. 714-528-3789
 License No. 823217

Name Cal State Glass Type of Work Shower Glass
 Address 10802nd Alhambra Blvd Enclosures
 City Los Alamitos, CA 90720 Dollar Value of Subcontract \$ 15,300.00
 Phone No. 562-430-7596
 License No. 562257

Name ATC Construction Svcs Type of Work Polished Concrete
 Address 12 Morning Glory
 City Rancho Santa Margarita Dollar Value of Subcontract \$ 7,627.00
 Phone No. 949-350-3868
 License No. 891238

LIST OF SUBCONTRACTORS

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

Name Allied Insulation Type of Work Insulation
 Address 2614 159th St
 City Redondo Beach, CA 90278 Dollar Value of Subcontract \$ 15,000.00
 Phone No. 310-538-9591
 License No. 496841

Name Majestic Windows Type of Work Windows
 Address 1781 3rd St.
 City Riverside, CA 92507 Dollar Value of Subcontract \$ 28,943.00
 Phone No. 951-781-9422
 License No. 818065

Name Penner Partitions Type of Work Bathroom Partitions
 Address 3501 E. La Palma Ave & Accessories
 City Anaheim, CA 92806 Dollar Value of Subcontract \$ 25,105.00
 Phone No. 714-666-0822
 License No. 924223

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

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

EXHIBIT "E"

LETTER OF ASSENT

To be signed by all Contractors awarded work covered by the Project Stabilization Agreement prior to commencing work.



January 13, 2016

PLA Administrator
City of Long Beach
333 W. Ocean Blvd, Floor 9
Long Beach, CA 90802

Attention: Labor Compliance Department

Re: Project Labor Agreement.

Dear Sir:

This is to confirm **World Wide Construction** agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective January 13, 2016, 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 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,

World Wide Construction

By:  _____

APPENDIX "A"

BOE-400-DP (FRONT) REV 2 (9-05)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (Typed or printed)	DATE
<i>Lisa Holgren</i>	<i>Office Manager</i>
<i>Lisa Holgren</i>	<i>1/13/15</i>

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, **ALBERT HOLGUIN DBA WORLD WIDE CONSTRUCTION, a sole proprietorship**, as PRINCIPAL, and _____, located at 2400 E. Katella Ave., Ste 250, Anaheim, CA, 92806, a corporation, incorporated under the laws of the State of New Jersey, 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 **TWO MILLION EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$2,085,427)**, 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. *International Fidelity Insurance Company

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 **Fire Stations - Workforce Privacy** 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 6th day of January, 2016.

Albert Holguin dba World Wide Construction

International Fidelity Insurance Company

Contractor

SURETY, admitted in California

By: 

By: 

Name: ALBERT HOLGUIN

Name: Arturo Ayala

Title: OWNER

Title: Attorney-in-Fact

Telephone: (714) 602-9170

By: _____

Name: _____

Title: _____

Approved as to form this 15th day of January, 2016.

Approved as to sufficiency this 16th day of January, 2016.

CHARLES PARKIN, City Attorney

By: 

By: 

Deputy City Attorney

City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On January 6th, 2016 before me, Karen L. Ritto, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Arturo Ayala

Name(s) of Signer(s)

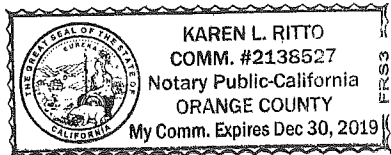
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Karen L. Ritto



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond

Document Date: 1/6/16

Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW WATERBURY, DWIGHT REILLY, ARTURO AYALA, DANIEL HUCKABAY

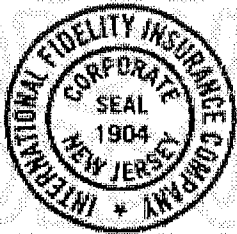
Orange, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

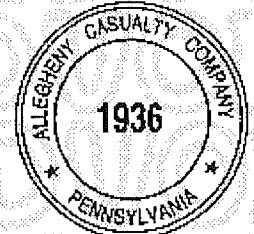
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



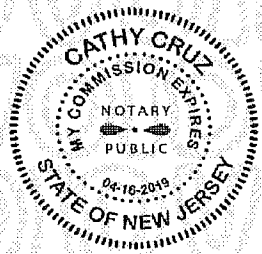
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

6th day of January, 2016

MARIA BRANCO, Assistant Secretary

ACKNOWLEDGMENT

Title of Document: Bond For Faithful Performance

Date of Document: JAN. 11. 2016

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 Los Angeles) SS.

On January 11. 2016 before me, Monica Anne Kordic

A Notary Public personally appeared Albert Holguin

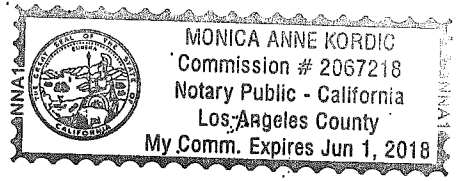
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

WITNESS my hand and official seal.

Signature

[Handwritten Signature]



(Seal)

LABOR AND MATERIAL BOND

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT AMOUNT

Bond No. 0663944
This bond is issued in two (2)
identical counterparts.

KNOW ALL MEN BY THESE PRESENTS: That we, **ALBERT HOLGUIN DBA WORLD WIDE CONSTRUCTION, a sole proprietorship**, as PRINCIPAL, and International Fidelity Insurance Company, located at 2400 E. Katella Ave., Ste 250, Anaheim, CA, 92806, a corporation, incorporated under the laws of the State of New Jersey, 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 **TWO MILLION EIGHTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS (\$2,085,427)**, 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 **Fire Stations - Workforce Privacy** 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 6th day of January, 2016.

Albert Holguin dba World Wide Construction

International Fidelity Insurance Company

Contractor

SURETY, admitted in California

By: [Signature]

By: [Signature]

Name: ALBERT HOLGUIN

Name: Arturo Ayala

Title: OWNER

Title: Attorney-in-Fact

Telephone: (714) 602-9170

By: _____

Name: _____

Title: _____

Approved as to form this 15th day of January, 2016.

Approved as to sufficiency this 16th day of January, 2016.

CHARLES PARKIN, City Attorney

By: [Signature]

By: [Signature]

Deputy City Attorney

City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

County of Orange }

On January 6th, 2016 before me, Karen L. Ritto, Notary Public,
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Arturo Ayala

Name(s) of Signer(s)

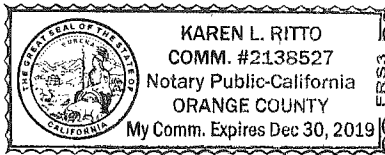
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Karen L. Ritto



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond

Document Date: 1/6/16

Number of Pages: One

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing: _____

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY a corporation organized and existing under the laws of the State of Pennsylvania, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ANDREW WATERBURY, DWIGHT REILLY, ARTURO AYALA, DANIEL HUCKABAY

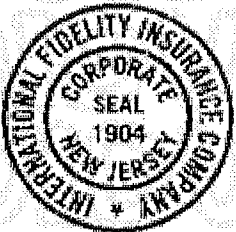
Orange, CA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

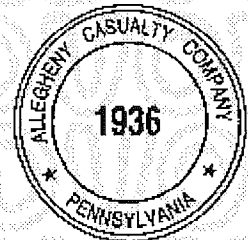
"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto; bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 22nd day of July, 2014.



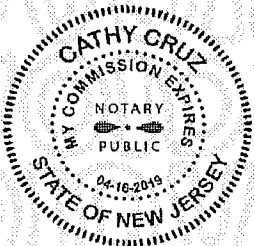
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 22nd day of July 2014, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

6th day of January, 2016

MARIA BRANCO, Assistant Secretary

ACKNOWLEDGMENT

Title of Document: LABOR And Material Bond

Date of Document: JAN 11 2016

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 Los Angeles } SS.

On January 11, 2016 before me, Monica Anne Kordic

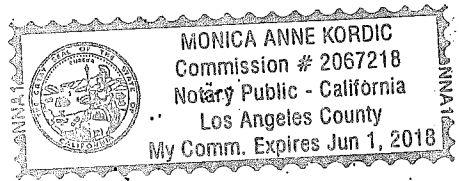
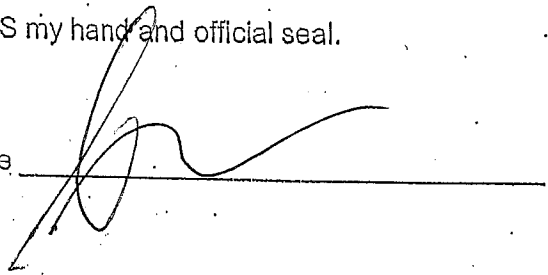
A Notary Public personally appeared Albert Holguin

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 _____



(Seal)