

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

CONTRACT

35208

THIS CONTRACT is made and entered, in duplicate, as of March 7, 2019 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 March 5, 2019, by and between KLASSIC ENGINEERING & CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 250 S. Tustin Street, Orange, California 92866, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for the Alamitos Beach Concession Building in the City of Long Beach, California, dated November 23, 2018, 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-7106;

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-7106 for the Alamitos Beach Concession Building 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 the Alamitos Beach Concession Building in

1 the City of Long Beach, California, attached hereto as Exhibit "A"; provided,
2 however, that the total compensation to Contractor shall not exceed the maximum
3 cumulative amount of Five Million Six Hundred Eighty-One Thousand Dollars
4 (\$5,681,000) for the estimated quantities established in the Bid, subject to additions
5 or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7106 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
14 Plans; Project Drawing No. B-4717 for this work; the California Code of Regulations;
15 the various Uniform Codes applicable to trades; the prevailing wage rates;
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
18 Citywide Project Labor Agreement; this Contract and all documents attached hereto
19 or referenced herein including but not limited to insurance; Bond for Faithful
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
21 addenda or change orders issued in accordance with the Standard Specifications;
22 any permits required and issued for the work; approved final design drawings and
23 documents; the Information Sheet; and the Letter of Assent. These Contract
24 Documents are incorporated herein by the above reference and form a part of this
25 Contract.

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

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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 three hundred (300) calendar 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.

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

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

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

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

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

25 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

13 13. NOTICES.

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

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

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

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor
2 and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

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

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1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
2 more, Contractor shall obtain a sub-permit from the California Department fo Tax
3 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the
4 Contractor purchased at least \$500,000 in tangible personal property that was
5 subject to sales or use tax in the previous calendar year.

6 C. Contractor shall create and operate a buying company, as
7 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
8 \$5,000,000 in tangible personal property subject to California sales and use tax.

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

24 E. Contractor shall not be entitled to and by signing this Contract
25 waives any claim or damages for delay against City if Contractor does not timely
26 submit these forms to the appropriate governmental entity. Contractor may request
27 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
28 and will be subject to City review and approval. Contractor may contact the Financial

1 Management Department, Budget Management Bureau at (562) 570-6425 for
2 assistance with the form.

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

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

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

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

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

26 25. NO DUTY TO INSPECT. No language in this Contract shall create
27 and City shall not have any duty to inspect, correct, warn of or investigate any condition
28 arising from Contractor's work hereunder, or to insure compliance with laws, rules or

1 regulations relating to said work. If City does inspect or investigate, the results thereof
2 shall not be deemed compliance with or a waiver of any requirements of the Contract
3 Documents.

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

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

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

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

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

26 "During the performance of a Contract with the City of Long Beach, the
27 Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

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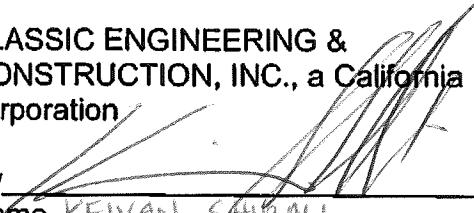
1 31. DEFAULT. Default shall include but not be limited to Contractor's
2 failure to perform in accordance with the Plans and Specifications, failure to comply with
3 any Contract Document, failure to pay any penalties, fines or charges assessed against
4 Contractor by any public agency, failure to pay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

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

KLASSIC ENGINEERING & CONSTRUCTION, INC., a California corporation

By 
Name KEIVAN SHIRALI
Title C.E.O.

_____, 2019

By _____
Name _____
Title _____

_____, 2019

Tom Modica
Assistant City Manager

"Contractor"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

CITY OF LONG BEACH, a municipal corporation

April 19, 2019

By 
City Manager

"City"

This Contract is approved as to form on April 16, 2019.

CHARLES PARKIN, City Attorney

By 
Deputy

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

Exhibit A

Contractor's Bid

Awarded: Base Bid Plus Additive Bid 1

All Bid Addenda (3) Acknowledged via Planetbids

BIDDER'S NAME: Klassic Engineering & Construction Inc.

**BID TO THE CITY OF LONG BEACH
ALAMITOS BEACH CONCESSION BUILDING**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be submitted on January 17, 2019, 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-7106 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 of comparison to determine the low bid is the base bid. Additive items will not be considered as part of the base bid. The City reserves the right, at its discretion, to proceed or not proceed with none, one or more than one additive bid items if applicable.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1.	Mobilization/Demobilization	1	LS	
2.	Demolition, Grading, Earthwork	1	LS	
3.	Concrete	1	LS	
4.	Masonry	1	LS	
5.	Rebar	1	LS	
6.	Structural Steel	1	LS	
7.	Misc. Metals	1	LS	
8.	Roofing	1	LS	
9.	Hydraulic Elevators	1	LS	
10.	Site Utilities (including EV charging stations)	1	LS	
11.	HVAC	1	LS	
12.	Landscape	1	LS	
13.	Fire Alarm	1	LS	
14.	Electrical	1	LS	
15.	Plumbing (including Fire Sprinkler)	1	LS	
16.	Interior Buildout	1	LS	
17.	Framing & Exterior Skin	1	LS	
18.	Windows & Glazing	1	LS	
19.	Doors & Hardware	1	LS	
20.	Signage	1	LS	
21.	Playground Equipment	1	LS	
	Continued on Next Page			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
22.	Parking Lot Improvements	1	LS	
23.	Shade Structure (Fabric)	1	LS	
24.	Security Guard (per Division H – 7-1.4)	1	LS	

TOTAL AMOUNT OF BASE BID _____

ADDITIVE BID 1 – ACCESS CONTROL SYSTEM

AB-1	Building A & B: Sheets, A6.11, T1.11#1, T1.20#1, T1.21#1 and specifications 28 1000 plus any other related sheets in the addendum set	1	LS	
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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 using the approved "Schedule of Values" of the executed contract.

DO NOT SUBMIT THIS FORM AS YOUR BID. BIDS ARE TO BE SUBMITTED ELECTRONICALLY AS DESCRIBED IN DIVISION B.

Bid Results

Bidder Details

Vendor Name Classic Engineering and Construction Inc
Address 250 S. Tustin Avenue
 Orange, CA 92866
 United States
Respondee Alexander Shirali
Respondee Title Office Manager
Phone 714-369-8389 Ext
Email classicplans@gmail.com
Vendor Type NONE
License # 759241
CA DIR

Bid Detail

Bid Format Electronic
Submitted January 17, 2019 9:58:07 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 164160
Ranking 0

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Alamitos Beach	ALAMITOS BEACH BID DOCUMENTS - R 7106.pdf	General Attachment

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Base Bid					
1	Mobilization/Demobilization	LS	1	\$455,000.00	\$455,000.00	
2	Demolition, Grading, Earthwork	LS	1	\$165,000.00	\$165,000.00	
3	Concrete	LS	1	\$450,000.00	\$450,000.00	
4	Masonry	LS	1	\$175,000.00	\$175,000.00	
5	Rebar	LS	1	\$35,000.00	\$35,000.00	
6	Structural Steel	LS	1	\$220,000.00	\$220,000.00	

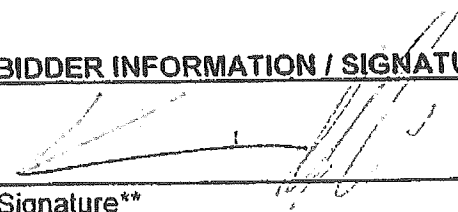
Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
7	Misc Metals	LS	1	\$65,000.00	\$65,000.00	
8	Roofing	LS	1	\$252,000.00	\$252,000.00	
9	Hydraulic Elevators	LS	1	\$94,000.00	\$94,000.00	
10	Site Utilities (including EV charging stations)	LS	1	\$134,000.00	\$134,000.00	
11	HVAC	LS	1	\$84,000.00	\$84,000.00	
12	Landscape	LS	1	\$555,000.00	\$555,000.00	
13	Fire Alarm	LS	1	\$45,000.00	\$45,000.00	
14	Electrical	LS	1	\$390,000.00	\$390,000.00	
15	Plumbing (including Fire Sprinkler)	LS	1	\$350,000.00	\$350,000.00	
16	Interior Buildout	LS	1	\$459,000.00	\$459,000.00	
17	Framing & Exterior Skin	LS	1	\$437,000.00	\$437,000.00	
18	Windows & Glazing	LS	1	\$365,000.00	\$365,000.00	
19	Doors & Hardware	LS	1	\$135,000.00	\$135,000.00	
20	Signage	LS	1	\$34,000.00	\$34,000.00	
21	Playground Equipment	LS	1	\$220,000.00	\$220,000.00	
22	Parking Lot Improvements	LS	1	\$135,000.00	\$135,000.00	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
23	Shade Structure (Fabric)	LS	1	\$192,000.00	\$192,000.00	
24	Security Guard (per Division H - 7-1.4)	LS	1	\$130,000.00	\$130,000.00	
				Subtotal	\$5,576,000.00	
	Bid Additive 1 - Access Control System					
25	Building A & B. Sheets, A6 11, T1. 11#1, T1 20#1, T1 21#1 and specifications 28 1000	LS	1	\$105,000.00	\$105,000.00	
				Subtotal	\$105,000.00	
				Total	\$5,681,000.00	

BIDDER INFORMATION / SIGNATURE


Signature**

Klassic Engineering & Construction Inc.
Legal Name of Company

Keivan Shirali / CEO
Print Name / Title

N/A
Names of Other General Partners

California
State of Incorporation

N/A
Names of Other Partners

State Where Registered as LLC

N/A
City of Long Beach Business License
Number

250 S. Tustin St. Orange, Ca. 92866
Business Address (Actual Address -Not A
Post Office Box)

N/A
City of Long Beach Business License
Expiration Date

T: (714) 369-8389 F: (714) 551-4464
Telephone Number / Fax Number

N/A
Address on City Business License

klasicplans@gmail.com
Email Address of Individual to Contact

759241
Contractor's License Number

1000014420
DIR Registration Number

**

_____ 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

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

(Continued on Next Page)

Klassic Engineering and Construction, INC

250 S Tustin ST. Orange, CA 92866

January 15, 2019

City of Long Beach
Purchasing Division
333 W. Ocean Blvd.
Long Beach, Ca. 90802

Authorized Signatory

To whom it may concern:

This letter is to affirm that Keivan Shirali whom is the C.E.O. of Klassic Engineering and Construction Inc., which is based at 250 S. Tustin Street, Orange, Ca. 92866 is the sole Authorized Signatory Authority for all binding agreements made on behalf Klassic Engineering and Construction Inc.

Mr. Keivan Shirali's signature below is to act as a reference for all documents signed by Mr. Shirali.

KEIVAN SHIRALI C.E.O

Print Name and Title

Signature

Date

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? No If yes, certification No. _____

Is the Bidder a Minority-Owned Business? No Which racial minority? _____

Is the Bidder a Women-Owned Business? No

Is the Bidder a certified Small Business? Yes If yes, certification No. 19142

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

Dodge Data Analytics

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:

Klassic Engineering & Construction Inc.

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



Title: C.E.O.

Date: 01/15/2019

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: CST5012655
 - B. Name of Insurer (NOT Broker): Benchmark Insurance Co.
 - C. Address of Insurer: 7150 Lake St. West, Wayzata, Minnesota, 55391
 - D. Telephone Number of Insurer: (800) 283-0622

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1GB2CUEG66JZ339005
 - B. Automobile Liability Insurance Policy Number: 621-2003-F26-75
 - C. Name of Insurer (NOT Broker): State Farm Insurance
 - D. Address of Insurer: One State Farm Plaza; Bloomington, Illinois, 61710
 - E. Telephone Number of Insurer: (309) 766-2311

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

- 4) Estimated total number of workers to be employed on this Contract: 6-8

- 5) Estimated total wages to be paid those workers: \$90,000.00

- 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: _____
None

- 8) Taxpayer's Identification Number [REDACTED]

Exhibit D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

<u>Name</u>	<u>Apex Fire Protection</u>	<u>Type of Work</u>	<u>Fire Protection System</u>
<u>Address</u>	<u>2155 Verdugo Blvd. #220</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 45,000.00</u>
<u>City</u>	<u>Montrose, Ca. 91020</u>	<u>DIR Registration No.</u>	<u>100006088</u>
<u>Phone No.</u>	<u>(818) 957-3400</u>		
<u>License No.</u>	<u>954286</u>		

<u>Name</u>	<u>Miller Elevator Co.</u>	<u>Type of Work</u>	<u>Elevators</u>
<u>Address</u>	<u>3555 Cordillera Ave #E</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 14,000.00</u>
<u>City</u>	<u>Costa Mesa, CA. 92626</u>	<u>DIR Registration No.</u>	<u>1000012545</u>
<u>Phone No.</u>	<u>(714) 261-2003</u>		
<u>License No.</u>	<u>375733</u>		

<u>Name</u>	<u>Marina Landscape</u>	<u>Type of Work</u>	<u>Landscaping</u>
<u>Address</u>	<u>3707 W. Garden Grove</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 20,000.00</u>
<u>City</u>	<u>Orange, Ca. 92868</u>	<u>DIR Registration No.</u>	<u>100000079</u>
<u>Phone No.</u>	<u>(714) 939-6600</u>		
<u>License No.</u>	<u>492862</u>		

<u>Name</u>	<u>Prefered Construction Specialties</u>	<u>Type of Work</u>	<u>Toilet Partitions & Accessories</u>
<u>Address</u>	<u>2841 Saturn St. Ste. E</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 24,000.00</u>
<u>City</u>	<u>Brea, Ca. 92821</u>	<u>DIR Registration No.</u>	<u>100000153</u>
<u>Phone No.</u>	<u>(714) 528-4300</u>		
<u>License No.</u>	<u>707596</u>		

<u>Name</u>	<u>SIMCO Mechanical</u>	<u>Type of Work</u>	<u>HVAC</u>
<u>Address</u>	<u>3795 La Crescenta, A</u>	<u>Dollar Value of Subcontract</u>	<u>\$ 35,000.00</u>
<u>City</u>	<u>Glendale, CA. 91208</u>	<u>DIR Registration No.</u>	<u>100005477</u>
<u>Phone No.</u>	<u>(818) 247-4414</u>		
<u>License No.</u>	<u>172285</u>		

LIST OF SUBCONTRACTORS

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

<p>Name <u>AFUKURI INC.</u></p> <p>Address <u>20390 HINCEL WAY</u></p> <p>City <u>LAKE ELSINORE, CA 92530</u></p> <p>Phone No. <u>(951) 245-1707</u></p> <p>License No. <u>358004</u></p>	<p>Type of Work <u>structural steel</u></p> <p>Dollar Value of Subcontract <u>\$ 200,000.00</u></p> <p>DIR Registration No. <u>1000001535</u></p>
<p>Name <u>INDUSTRIAL</u></p> <p>Address <u>5575 FURNACE AVE HWY</u></p> <p>City <u>LONG BEACH, CA 90803</u></p> <p>Phone No. <u>(562) 944-1450</u></p> <p>License No. <u>721572</u></p>	<p>Type of Work <u>Painted steel</u></p> <p>Dollar Value of Subcontract <u>\$ 350,000.00</u></p> <p>DIR Registration No. <u>1000001917</u></p>
<p>Name <u>WILKERS PLUMBING</u></p> <p>Address <u>P.O. BOX 5401</u></p> <p>City <u>WINCHESTER, CA 95710</u></p> <p>Phone No. <u>(951) 926-5453</u></p> <p>License No. <u>444338</u></p>	<p>Type of Work <u>Plumbing</u></p> <p>Dollar Value of Subcontract <u>\$ 295,000.00</u></p> <p>DIR Registration No. <u>100017279</u></p>
<p>Name <u>EMMER POWER</u></p> <p>Address <u>17741 COMBET</u></p> <p>City <u>IRVINE, CA</u></p> <p>Phone No. <u>926-777-1155</u></p> <p>License No. <u>1027605</u></p>	<p>Type of Work <u>Electrical</u></p> <p>Dollar Value of Subcontract <u>\$ 290,000.00</u></p> <p>DIR Registration No. <u>1000055</u></p>
<p>Name <u>TMO</u></p> <p>Address <u>5042 N. GARDEN</u></p> <p>City <u>VANALIS</u></p> <p>Phone No. _____</p> <p>License No. <u>100342</u></p>	<p>Type of Work <u>sliding</u></p> <p>Dollar Value of Subcontract <u>\$ 205,000.00</u></p> <p>DIR Registration No. <u>1000022</u></p>

Exhibit E

Letter of Assent



Klassic Engineering and Construction, INC

250 S Tustin ST. Orange, CA 92866

March 26, 2019

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

Project Labor Agreement – Letter of Assent

Dear Sir:

This to confirm that **Klassic Engineering & Construction 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 and identical letter of assent prior to their commencement of work.

Sincerely,

Klassic Engineering & Construction Inc.
By: **Keivan Shirali/C.E.O.**

Appendix A

Application for Use Tax Direct Payment Permit

BOE-400-DP (FRONT) REV 2 (8-05)
**APPLICATION FOR
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

CORPORATE RESOLUTION

CERTIFICATE OF CORPORATE RESOLUTION OF

Klassic Engineering & Construction Inc., a California Corporation.

A Meeting of the Board of Directors was duly and regularly held the 3rd day of March, 1999, at which were present each all of the members of the Board of Directors of said Corporation: due and proper notice, purpose and call of said meeting was given.

Upon motion, the following resolution was duly and regularly passed:

RESOLVED: That the President Keivan Shirali, respectively, is authorized to act, make, execute, deliver, sign for and on behalf of, said Corporation.

RESOLVED: That said Corporation by and through its Board of Directors ratifies, approves, confirms and adopts the resolved decision made and accepts the terms and conditions thereof and any and all amendments thereof and accepts the same as though done by the Corporation itself and authorizes the above named Officer to make and execute all legal documents for and on behalf of said Corporation.

DATED: This 3rd day of March, 1999

Klassic Engineering & Construction Inc., a California Corporation.

By: 

Name: Keivan Shirali _____, President.

The undersigned Secretary hereby represent that the above and forgoing is accurate and true and certifies to the same.

By: 

Name: KEEVAN SHIRAZ, Secretary.

Performance Bond
No. SNN4007238

Premium: \$52,017.00
Premium charged is for the contract term and is
subject to adjustments based on contract price.

PERFORMANCE BOND
(Bond for Faithful Performance)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to KLASSIC ENGINEERING & CONSTRUCTION, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the Alamitos Beach Concession Building, as described in Specification No.: R-7106, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Nationwide Mutual Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH; a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of FIVE MILLION SIX HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$5,681,000) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 15th day of March, 2019.

Nationwide Mutual Insurance Company

By: [Signature] Surety Name **MAR 15 2019**

Name: Edward N. Hackett Signature
Printed Name

Title: Attorney-in-Fact

Address: 7 World Trade Center, 37th Floor
New York NY 10007-0033

Telephone: 212-329-7780

as listed above
Attorney-in-Fact

as listed above
Signature

Klassic Engineering & Construction, Inc.,
a California corporation

By: [Signature] Signature

Name: KEIVAN SHIRAZI Signature
Printed Name

Title: C.E.O.

By: [Signature] Signature

Name: KEIVAN SHIRAZI Signature
Printed Name

Title: C.E.O.

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

April 16, 2019

Approved as to form.

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

April 19, 2019

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation
By: [Signature] Tom Modica
Assistant City Manager
City Manager/City Engineer

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

NOTE:

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

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

A notary public or other officer completing this certificate verified 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.

County of Orange

On MAR 15 2019 before me, C. Maestas, Notary Public
(Here insert name and title of the officer)

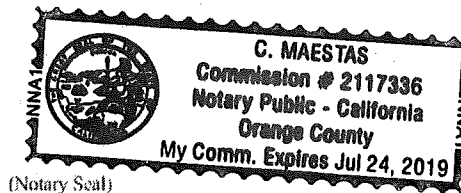
personally appeared Edward N. Hackett

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



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Performance Bond No. SNN4007238
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date MAR 15 2019

(Additional information)

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.

- ca Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- ca Indicate title or type of attached document, number of pages and date.
- ca Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Edward N. Hackett

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

UNLIMITED

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

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

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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.

[Handwritten signature of Antonio C. Albanese]

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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019

[Handwritten signature of Barry T. Bassis]
Notary Public
My Commission Expires
April 30, 2019



CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of March, 2019.

[Handwritten signature of Laura B. Guy]
Assistant Secretary

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

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

Nationwide Mutual Insurance Company

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

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

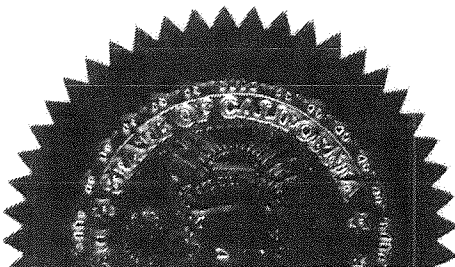
Common Carrier Liability, Boiler and Machinery, Burglary, Sprinkler,

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

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

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

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



Dave Jones
Insurance Commissioner

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

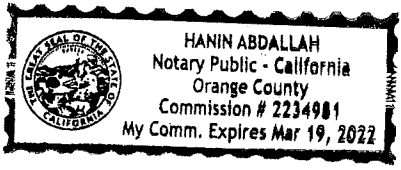
State of California

County of Orange

On 3/29/2019 before me, Hanin Abdallah - notary public

personally appeared Keivan Shirali Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Handwritten Signature] Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Performance Bond
Document Date: 3/15/2019 Number of Pages: 2
Signer(s) Other Than Named Above: Edward Hockett

Capacity(ies) Claimed by Signer(s)
Signer's Name: Keivan Shirali
[Checked] Corporate Officer - Title(s): CEO
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian of Conservator
[] Other:
Signer is Representing:

EXECUTED IN DUPLICATE

Payment Bond
No. SNN4007238

Premium included in charge for Performance Bond

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to KLASSIC ENGINEERING & CONSTRUCTION, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: the Alamitos Beach Concession Building, as described in Specification No.: R-7106, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and Nationwide Mutual Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of FIVE MILLION SIX HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$5,681,000) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 15th day of March, 2019.

Nationwide Mutual Insurance Company

Klassic Engineering & Construction, Inc.
a California corporation

By: [Signature]
Surety Name
Signature

By: [Signature]
Signature

Name: Edward N. Hackett
Printed Name

Name: KEEVAN SHIRAZI
Printed Name

Title: Attorney-in-Fact

Title: C.E.O.

Address: 7 World Trade Center, 37th Floor

By: _____
Signature

Telephone: 212-329-7780

Name: _____
Printed Name

as listed above

Title: _____

Attorney-in-Fact

as listed above

Signature

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

April 16, 2019

April 19, 2019

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

By: [Signature] Tom Modica
Assistant City Manager
City Manager/City Engineer

NOTE:

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

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

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verified 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

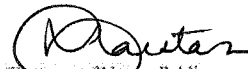
On MAR 15 2019 before me, C. Maestas, Notary Public,
(Here insert name and title of the officer)

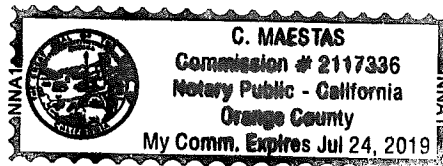
personally appeared Edward N. Hackett,

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



(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Payment Bond No. SNN4007238
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date MAR 15 2019

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is she) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.

- ca Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- ca Indicate title or type of attached document, number of pages and date.
- ca Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).

Securely attach this document to the signed document

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation hereinafter referred to as the "Company" and does hereby make, constitute and appoint:

Edward N. Hackett

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

UNLIMITED

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

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

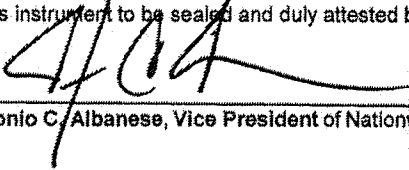
"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers,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

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

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

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

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of May, 2017.



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

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 1st day of May, 2017, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

BARRY T. BASSIS
Notary Public, State of New York
No. 02BA4656400
Qualified in New York County
Commission Expires April 30, 2019


Notary Public
My Commission Expires
April 30, 2019

CERTIFICATE

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

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 15th day of March, 2019.


Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

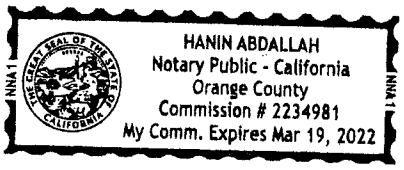
State of California

County of Orange

On 3/29/2019 before me, Hanin Abdallah - notary public
Date Here Insert Name and Title of the Officer

personally appeared Keivan Shirali
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal
[Signature]
Signature Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Payment Bond
Document Date: 3/15/2019 Number of Pages: 2
Signer(s) Other Than Named Above: Edward Hackett
Capacity(ies) Claimed by Signer(s)
Signer's Name: Keivan Shirali Signer's Name: _____
 Corporate Officer - Title(s): CEO Corporate Officer - Title(s): _____
 Partner - Limited General Partner - Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian of Conservator Trustee Guardian of Conservator
 Other: _____ Other: _____
Signer is Representing: _____ Signer is Representing: _____