

CONTRACT

36256

THIS CONTRACT is made and entered, in duplicate, as of March 17, 2022 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 15, 2022, by and between FERREIRA CONSTRUCTION CO., INC. DBA FERREIRA COASTAL CONSTRUCTION COMPANY, a New Jersey corporation ("Contractor"), with a place of business located at 10370 Commerce Center Drive, Rancho Cucamonga, California 91730, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Fire Department Headquarter Generator in the City of Long Beach, California, dated December 16, 2021, 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. 3005010082;

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 3005010082 for Fire Department Headquarter Generator 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

1 work identified in Contractor's Bid for Fire Department Headquarter Generator in the  
2 City of Long Beach, California, attached hereto as Exhibit "A"; provided, however,  
3 that the total compensation to Contractor shall not exceed the maximum cumulative  
4 amount of Five Hundred Thirty-Five Thousand One Hundred Six Dollars (\$535,106)  
5 for the estimated quantities established in the Bid, subject to additions or deductions  
6 as provided in the Contract Documents.

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

11 3. CONTRACT DOCUMENTS.

12 A. The Contract Documents include: The Notice Inviting Bids,  
13 Project Specifications 3005010082 (which may include by reference the Standard  
14 Specifications for Public Works Construction, latest edition, and any supplements  
15 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
16 Plans; Project Drawing No. E-01 for this work; the California Code of Regulations;  
17 the various Uniform Codes applicable to trades; the prevailing wage rates;  
18 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
19 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
20 Contract and all documents attached hereto or referenced herein including but not  
21 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
22 Proceed; Notice of Completion; any addenda or change orders issued in  
23 accordance with the Standard Specifications; any permits required and issued for  
24 the work; approved final design drawings and documents; and the Information Sheet  
25 ("Contract Documents"). These Contract Documents are incorporated herein by the  
26 above reference and form a part of this Contract.

27 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
28 if any conflict or inconsistency exists or develops among or between Contract

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

9 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
10 to be specified in a written Notice to Proceed from City and shall complete all work within  
11 ninety-one (91) calendar days thereafter, subject to strikes, lockouts and events beyond  
12 the control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
13 work is not completed within the time stated, but those damages would be difficult or  
14 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
15 amount stated in the Contract Documents.

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

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

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

1 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

21           11.    PREVAILING WAGE RATES. Contractor is directed to pay the  
22 general rate of per diem wages for each craft, classification, or type of worker needed to  
23 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per  
24 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean  
25 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any  
26 interested party upon request. Contractor is required to post a copy of the determination of  
27 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section  
28 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)

1 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
2 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
3 work done by Contractor, or any subcontractor, under this Contract. The difference  
4 between the prevailing wage rates and the amount paid to each worker for each calendar  
5 day or portion thereof for which each worker was paid less than the prevailing wage rate  
6 shall be paid to each worker by the Contractor or subcontractor.

7           12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

8 Contractor is advised that this work constitutes a public work of improvement subject to  
9 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant  
10 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid  
11 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public  
12 contract Code, or engage in the performance of any contract for public work, as defined in  
13 the California Labor Code, unless currently registered and qualified to perform public work  
14 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into  
15 without proof of the Contractor's (or subcontractor's) current registration to perform public  
16 work pursuant to Section 1725.5. All work conducted in support of this public work of  
17 improvement is subject to compliance monitoring and enforcement by the Department of  
18 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in  
19 the California Labor Code Section 1777.5 and will be responsible for subcontractor  
20 apprenticeship compliance to the same.

21           13. CERTIFIED PAYROLL RECORDS.

22           A. Pursuant to the provisions of Labor Code Section 1776,  
23 Contractor shall keep and shall cause each subcontractor performing any portion of  
24 the work under this Contract to keep an accurate payroll record, showing the name,  
25 address, social security number, work classification, straight time and overtime  
26 hours worked each day and week, and the actual per diem wages paid to each  
27 journeyman, apprentice, worker, or other employee employed by Contractor or  
28 subcontractor in connection with the work. Such payroll records for Contractor and

1 all subcontractors shall be certified and shall be available for inspection at all  
2 reasonable hours at the principal office of Contractor pursuant to the provisions of  
3 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City  
4 or City's authorized Labor Compliance representative in the manner provided herein  
5 for notices shall entitle City to withhold the penalty prescribed by law from progress  
6 payments due to Contractor.

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

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

16 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

25 B. If Contractor is prevented, in any manner, from strict  
26 compliance with the Plans and Specifications due to any Federal or State law, rule  
27 or regulation, in addition to all other rights and remedies reserved to the parties City  
28 may by resolution of the City Council suspend performance hereunder until the

1 cause of disability is removed, extend the time for performance, make changes in  
2 the character of the work or materials, or terminate this Contract without liability to  
3 either party.

4 15. NOTICES.

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

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

15 16. BONDS. Contractor shall, simultaneously with the execution of this  
16 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
17 form attached hereto and in the amount specified therein, conditioned upon the faithful  
18 performance of this Contract by Contractor, and a good and sufficient corporate surety  
19 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
20 the payment of all labor and material claims incurred in connection with this Contract.

21 17. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
22 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
23 without the written consent of City first had and obtained, nor will City recognize any  
24 subcontractor as such, and all persons engaged in the work of construction will be  
25 considered as independent contractors or agents of Contractor and will be held directly  
26 responsible to Contractor.

27 18. 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           19. 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           20. 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 One  
23 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a  
24 qualified Contractor shall complete and submit to the appropriate governmental  
25 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts  
26 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor  
27 shall obtain a sub-permit from the California Department of Tax and Fee  
28 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor



1 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible  
2 personal property that was subject to sales or use tax in the previous calendar year.

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

7 D. In completing the form and obtaining the permit(s), Contractor  
8 shall use the address of the Work site as its business address and may use any  
9 address for its mailing address. Copies of the form and permit(s) shall also be  
10 delivered to the City Engineer. The form must be submitted and the permit(s)  
11 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
12 order any materials or equipment over One Hundred Thousand Dollars  
13 (\$100,000.00) from vendors outside California until the form is submitted and the  
14 permit(s) obtained and, if Contractor does so, it shall be a material breach of this  
15 Contract. In addition, Contractor shall make all purchases from the Long Beach  
16 sales office of its vendors if those vendors have a Long Beach office and all  
17 purchases made by Contractor under this Contract which are subject to use tax of  
18 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City  
19 of Long Beach. Contractor shall require the same cooperation with City, with  
20 regards to subsections B, C and D under this section (including forms and permits),  
21 from its subcontractors and any other subcontractors who work directly or indirectly  
22 under the overall authority of this Contract.

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

1 assistance with the form.

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

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

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

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

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

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

1 shall not be deemed compliance with or a waiver of any requirements of the Contract  
2 Documents.

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

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

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

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

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

25 "During the performance of a Contract with the City of Long Beach, the  
26 Contractor will provide equal benefits to employees with spouses and its  
27 employees with domestic partners. Additional information about the City of  
28 Long Beach's Equal Benefits Ordinance may be obtained from the City of

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

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

27 ///

28 ///

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4864

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

3  
4 FERREIRA CONSTRUCTION CO., INC.  
5 DBA FERREIRA COASTAL  
6 CONSTRUCTION COMPANY, a New  
7 Jersey corporation

8 April 05, 2022, 2022

9 By [Signature]  
10 Name Brandon Pensick  
11 Title Vice President

12 By \_\_\_\_\_  
13 Name \_\_\_\_\_  
14 Title \_\_\_\_\_

15 "Contractor"

16 CITY OF LONG BEACH, a municipal  
17 corporation

18 May 4, 2022

19 By Linda J. Jabum  
20 City Manager

21 "City"

22 EXEMPTED PURSUANT  
23 TO SECTION 301 OF  
24 THE CITY CHARTER.

25 This Contract is approved as to form on April 13, 2022.

26 CHARLES PARKIN, City Attorney

27 By [Signature]  
28 Deputy

# **FERREIRA**

## **CORPORATE RESOLUTION**

### **UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS OF FERREIRA CONSTRUCTION CO., INC. IN LIEU OF A MEETING**

The undersigned, being the sole Director of FERREIRA CONSTRUCTION CO., INC. a New Jersey corporation (the "Corporation"), pursuant to the provisions of Section 14A:6-16, Corporations, General of the New Jersey Statutes, hereby consents in writing to the adoption of, and does hereby adopt, the following resolutions, to be effective as though adopted by the directors of the Corporation at a meeting duly called and held:

LET IT BE RESOLVED, that the following persons are officers of the Corporation, the same to serve at the pleasure of the Board:

President: Nelson Ferreira  
Sr. Vice President/ CFO: Jerry Killian  
Sr. Vice President: Dictinio Garcia  
Sr. Vice President: Nancy Vliet  
Sr. Vice President of Field Operations: Brian Delpome  
Vice President of NY Operations: Tom Groark  
Vice President of Stuart, Florida Operations: John Ciabattari  
Vice President of Medley, Florida Operations: Danny Garcia  
Vice President of Ferreira Coastal Operations: Brandon Pensick  
Vice President of Electrical, Southern Division: Robert Higginbotham  
Chief Operating Officer of Ferreira Northeast Coastal Operations: Al Marsocci  
Secretary/Treasurer: Luis Pacheco

LET IT BE FURTHER RESOLVED, the officers of Ferreira Construction Co., Inc. have authority to sign all contracts and bind the corporation.

IN WITNESS WHEREOF, I have set my hand on this 7<sup>th</sup> day of January, 2021.

FERREIRA CONSTRUCTION CO., INC.

  
Nelson Ferreira, Director  
President

# EXHIBIT A

Awarded: Whole Bid

Ferreira Construction Co. Inc. dba  
BIDDER'S NAME: Ferreira Coastal Construction Co.

**CITY OF LONG BEACH  
FIRE DEPARTMENT HEADQUARTERS GENERATOR**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on January 18, 2022 at 2:00 p.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 Project No. 3005010082 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.

**BASE BID**

| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 1        | Demolition of existing generator, wiring and pad  | 1                  | LS   | \$ 5,159.00             | \$ 5,519.00             |
| 2        | Earthwork: trench excavation, backfill and repair existing asphalt after piping installation, Miscellaneous related work and materials (e.g., Sand, Stone base, etc.) | 1                  | LS   | \$ 40,460.00            | \$ 40,460.00            |
| 3        | Installation of Generator Concrete Pad and guard post bollards: Site Grading, Excavation & Backfill, Reinforcement Steel, Forming and Miscellaneous related work      | 1                  | LS   | \$ 26,120.00            | \$26,120.00             |
| 4        | Provide and install required electrical conduit and required wiring from generator to electrical room   | 1                  | LS   | \$ 10,388.00            | \$ 10,388.00            |
| 5        | Provide and install 500kW Generator, subbase fuel tank  | 1                  | LS   | \$ 204,773.00           | \$ 204,773.00           |
| 6        | Provide and Install Automatic Transfer Switches, modify existing service switch board and recertify   | 1                  | LS   | \$ 69,456.00            | \$ 69,456.00            |
| 7        | Provide and install new meter service panel   | 1                  | LS   | \$6,217.00              | \$ 6,217.00             |
| 8        | Provide and install grounding system  | 1                  | LS   | \$ 5,156.00             | \$ 5,156.00             |



| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 9        | Provide and install conduit and cable power/control to existing Automatic transfer Switches | 1                  | LS   | \$ 140,622.00           | \$ 140,622.00           |
|          | Subtotal:   |                    |      | \$ 508,351.00           | \$ 508,351.00           |
| 10       | Mobilization/Demobilization (5% max of overall bid amount)                                  | 1                  | LS   | \$ 26,755.00            | \$ 26,755.00            |
|          | Total:  |                    |      | \$ 535,106.00           | \$535,106.00            |

**BASE BID TOTAL**     \$ 535,106.00    

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

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

# 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:

Ferreira Construction Co. Inc. dba

Ferreira Coastal Construction Co.

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

  
\_\_\_\_\_

Title: Brandon Pensick - Vice President

Date: 01.18.2022

# 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: WC019787405
  - B. Name of Insurer (NOT Broker): Zurich American Insurance Company
  - C. Address of Insurer: 1299 Zurich Way Schaumburg IL 60196
  - D. Telephone Number of Insurer: (800) 987 - 3373
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): \_\_\_\_\_
  - B. Automobile Liability Insurance Policy Number: BAP019787306
  - C. Name of Insurer (NOT Broker): Zurich American Insurance Company
  - D. Address of Insurer: 1299 Zurich Way Schaumburg IL 60196
  - E. Telephone Number of Insurer: (800) 987 - 3373
- 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: 5-6
- 5) Estimated total wages to be paid those workers: \$ 75,000.00
- 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: \_\_\_\_\_
- 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.

|   |   |
|---|---|
| Name <u>Intertek</u><br>Address <u>324 Martin Ave</u><br>City <u>Santa Clara CA 95050</u><br>Phone No. <u>949-448-4100</u><br>License No. _____               | Type of Work <u>Recertification of</u><br><u>Driveway</u><br>Dollar Value of Subcontract <u>\$ 4,100.00</u><br>DIR Registration No. <u>1000047809</u> |
| Name <u>All American Asphalt</u><br>Address <u>400 E. 6th St</u><br>City <u>Corona CA 92718</u><br>Phone No. <u>951-736-7600</u><br>License No. <u>267073</u> | Type of Work <u>Asphalt</u><br>Dollar Value of Subcontract <u>\$ 8,500.00</u><br>DIR Registration No. <u>1000021741</u>                               |
| Name _____<br>Address _____<br>City _____<br>Phone No. _____<br>License No. _____   | Type of Work _____<br>Dollar Value of Subcontract <u>\$</u> _____<br>DIR Registration No. _____   |
| Name _____<br>Address _____<br>City _____<br>Phone No. _____<br>License No. _____   | Type of Work _____<br>Dollar Value of Subcontract <u>\$</u> _____<br>DIR Registration No. _____   |
| Name _____<br>Address _____<br>City _____<br>Phone No. _____<br>License No. _____   | Type of Work _____<br>Dollar Value of Subcontract <u>\$</u> _____<br>DIR Registration No. _____   |

**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 FERREIRA CONSTRUCTION CO., INC. DBA FERREIRA COASTAL CONSTRUCTION COMPANY, a New Jersey corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Fire Department Headquarter Generator, as described in Specification No.: 3005010082, 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 Berkshire Hathaway Specialty 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 Hundred Thirty-Five Thousand One Hundred Six Dollars (\$535,106) 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 Obligor is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligor'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 5th day of April, 2022.

Berkshire Hathaway Specialty Insurance Company

By: Marisol Mojica <sup>Surety Name</sup>  
Signature

Name: Marisol Mojica  
Printed Name

Title: Attorney-In-Fact  
1314 Douglas Street, Suite 1400

Address: Omaha, NE 68102-1944

Telephone: (402) 916-3000

Marisol Mojica, Attorney-In-Fact

Marisol Mojica <sup>Attorney-In-Fact</sup>  
Signature

Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Company, a New Jersey corporation

By: Brandon Pensick <sup>Signature</sup>

Name: Brandon Pensick  
Printed Name

Title: Vice President

By: \_\_\_\_\_

Signature

Name: \_\_\_\_\_

Printed Name

Title: \_\_\_\_\_

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

\_\_\_\_\_, 2022 APRIL 13, 2022

Approved as to form.

CHARLES PARKIN, City Attorney

By: \_\_\_\_\_

Deputy City Attorney

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: Carl R. Hinkins

City Manager/City Engineer

NOTE:

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

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

**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 San Bernardino )

On April 05, 2022 before me, Marla K. Gibbins, Notary Public

Date Here Insert Name and Title of the Officer

personally appeared Brandon Pensick

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 Marla K. Gibbins  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

Though this section is 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:

Document Date:

Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above:

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

Signer's Name:

Corporate Officer — Title(s):

Partner — ☐ Limited ☐ GeneralIndividual ☐ Attorney in FactTrustee ☐ Guardian or Conservator

Other:

Signer Is Representing:

Signer's Name:

Corporate Officer — Title(s):

Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator

Other:

Signer Is Representing:

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF New Jersey

COUNTY OF Morris

ON THE 5<sup>th</sup> DAY OF April, 2022 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

  
\_\_\_\_\_  
Notary Public

**Sandy S. James-Browne**  
Notary Public  
State of New Jersey  
My commission expires September 19, 2026



Berkshire Hathaway  
Specialty Insurance

47-SUR-300088-01-0459

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Marisol Moika, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

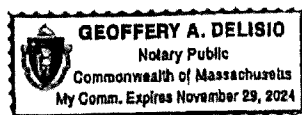


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing Instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 5, 2022.



Officer

To verify the authenticity of this Power of Attorney please contact us at: (855) 433-9675, via email at [claims@bhspci.com](mailto:claims@bhspci.com), via fax to (617) 507-4259, or via mail.  
Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspci.com](mailto:Jennifer.Porter@bhspci.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

....

**EXECUTION OF DOCUMENTS:**

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

# BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

## ADMITTED ASSETS\*

|                             | <u>12/31/2020</u>              | <u>12/31/2019</u>              | <u>12/31/2018</u>              |
|-----------------------------|--------------------------------|--------------------------------|--------------------------------|
| Total invested assets       | \$ 5,475,240,588               | \$ 5,172,183,338               | \$ 4,313,185,189               |
| Premium & agent balances (n | 603,616,506                    | 368,086,012                    | 301,849,144                    |
| All other assets            | 157,897,676                    | 127,524,677                    | 140,930,406                    |
| <b>Admitted Assets</b>      | <u><u>\$ 6,236,753,770</u></u> | <u><u>\$ 5,667,794,027</u></u> | <u><u>\$ 4,755,964,739</u></u> |

## LIABILITIES & SURPLUS\*

|  | <u>12/31/2020</u>              | <u>12/31/2019</u>              | <u>12/31/2018</u>              |
|--|--------------------------------|--------------------------------|--------------------------------|
| Loss & loss exp. unpaid                | \$ 921,923,948                 | \$ 634,745,558                 | \$ 483,103,223                 |
| Unearned premiums                      | 372,836,160                    | 314,117,549                    | 241,835,588                    |
| All other liabilities                  | 1,054,922,210                  | 744,738,458                    | 570,628,148                    |
| <b>Total Liabilities</b>               | <u>2,349,682,318</u>           | <u>1,693,601,565</u>           | <u>1,275,566,959</u>           |
| <b>Total Policyholders' Surplus</b>    | <u>3,887,071,452</u>           | <u>3,974,182,463</u>           | <u>3,480,397,780</u>           |
| <b>Total Liabilities &amp; Surplus</b> | <u><u>\$ 6,236,753,770</u></u> | <u><u>\$ 5,667,794,028</u></u> | <u><u>\$ 4,755,964,739</u></u> |

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to FERREIRA CONSTRUCTION CO., INC. DBA FERREIRA COASTAL CONSTRUCTION COMPANY, a New Jersey corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Fire Department Headquarter Generator, as described in Specification No.: 3005010082, 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 Berkshire Hathaway Specialty 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 Hundred Thirty-Five Thousand One Hundred Six Dollars (\$535,106) 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 5th day of April, 2022.

Berkshire Hathaway Specialty Insurance Company

By: Marisol Mojica  
Signature  
Name: Marisol Mojica  
Printed Name  
Title: Attorney-In-Fact  
1314 Douglas Street, Suite 1400  
Address: Omaha, NE 68102-1944  
Telephone: (402) 916-3000

Marisol Mojica, Attorney-In-Fact  
Attorney-In-Fact  
Marisol Mojica  
Signature

Ferreira Construction Co., Inc. dba Ferreira Coastal Construction Company, a New Jersey corporation

By: Brandon Pensick  
Signature  
Name: Brandon Pensick  
Printed Name  
Title: Vice President  
By: \_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_

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

\_\_\_\_\_, 2022

APRIL 13, 2022

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: \_\_\_\_\_  
Deputy City Attorney

By: Carl R. Hartman  
City Manager/City Engineer

NOTE:

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

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



**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 San Bernardino )

On April 05, 2022

Date

before me, Marla K. Gibbins, Notary Public

*Here Insert Name and Title of the Officer*

personally appeared

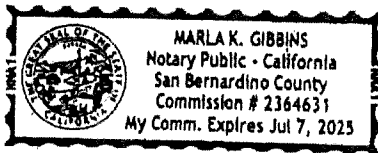
Brandon Pensick

*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 Marla K. Gibbins  
*Signature of Notary Public**Place Notary Seal Above***OPTIONAL**

*Though this section is 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:

Document Date:

Number of Pages:

Signer(s) Other Than Named Above:

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

Signer's Name:

Corporate Officer — Title(s):

Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney In Fact☐ Trustee ☐ Guardian or Conservator☐ Other:

Signer Is Representing:

Signer's Name:

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

Signer Is Representing:

**ACKNOWLEDGEMENT OF SURETY COMPANY**

STATE OF New Jersey

COUNTY OF Morris

ON THE 5<sup>th</sup> DAY OF April, 2022 BEFORE ME PERSONALLY APPEARED Marisol Mojica TO ME KNOWN, WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY; THAT (S)HE IS THE ATTORNEY-IN-FACT OF Berkshire Hathaway Specialty Insurance Company, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT SUCH CORPORATION EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, AT MY OFFICE IN THE ABOVE COUNTY, THE DAY AND YEAR WRITTEN ABOVE.

  
\_\_\_\_\_  
Notary Public

**Sandy S. James-Browne**  
Notary Public  
State of New Jersey  
My commission expires September 18, 2026



Berkshire Hathaway  
Specialty Insurance

47-SUR-300088-01-0459

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: Marisol Mojica, Kevin T. Walsh, Jr., Thomas MacDonald, Krystal L. Stravato, 100 South Jefferson Road, Suite 101, of the city of Whippany, State of New Jersey, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

*[Signature]*

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

*[Signature]*

By:

David Fields, Vice President

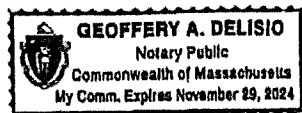


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



*[Signature]*

Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this April 5, 2022.



*[Signature]*  
Officer

To verify the authenticity of this Power of Attorney please contact us at BHSIC, NICO & NLF at 1-800-368-3636 or by email at [Jennifer.Porter@bhassci.com](mailto:Jennifer.Porter@bhassci.com). THIS POWER OF ATTORNEY IS VOID IF ALTERED.  
To notify us of a claim please contact us on our 24-hour toll free number at 1-855-451-9675, via email at [claims@bhassci.com](mailto:claims@bhassci.com), via fax to (617) 507-4259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

**ARTICLE V.**

**CORPORATE ACTIONS**

....

**EXECUTION OF DOCUMENTS:**

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

**Section 4. Officers, Agents, and Employees:**

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

**ARTICLE IV**

**Officers**

**Section 1. Officers, Agents and Employees:**

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

# BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY

1314 Douglas Street, Suite 1400, Omaha, Nebraska 68102-1944

## ADMITTED ASSETS\*

|                             | <u>12/31/2020</u>       | <u>12/31/2019</u>       | <u>12/31/2018</u>       |
|-----------------------------|-------------------------|-------------------------|-------------------------|
| Total invested assets       | \$ 5,475,240,588        | \$ 5,172,183,338        | \$ 4,313,185,189        |
| Premium & agent balances (n | 603,615,506             | 368,086,012             | 301,849,144             |
| All other assets            | 157,897,876             | 127,524,677             | 140,930,406             |
| Admitted Assets             | <u>\$ 6,236,753,770</u> | <u>\$ 5,667,794,027</u> | <u>\$ 4,755,964,739</u> |

## LIABILITIES & SURPLUS\*

|                              | <u>12/31/2020</u>       | <u>12/31/2019</u>       | <u>12/31/2018</u>       |
|------------------------------|-------------------------|-------------------------|-------------------------|
| Loss & loss exp. unpaid      | \$ 921,923,948          | \$ 634,745,558          | \$ 463,103,223          |
| Unearned premiums            | 372,836,160             | 314,117,549             | 241,835,588             |
| All other liabilities        | 1,054,922,210           | 744,738,458             | 570,628,148             |
| Total Liabilities            | <u>2,349,682,318</u>    | <u>1,693,601,565</u>    | <u>1,275,566,959</u>    |
| Total Policyholders' Surplus | 3,887,071,452           | 3,974,192,463           | 3,480,397,780           |
| Total Liabilities & Surplus  | <u>\$ 6,236,753,770</u> | <u>\$ 5,667,794,028</u> | <u>\$ 4,755,964,739</u> |

\* Assets, liabilities and surplus are presented on a Statutory Accounting Basis as promulgated by the NAIC and/or the laws of the company's domiciliary state.