

32752

TAKEOVER AGREEMENT

THIS TAKEOVER AGREEMENT ("Agreement") has been entered into on August 31, 2012 ("Effective Date"), by and between the CITY OF LONG BEACH, a California municipal corporation ("CITY"), and SAFECO INSURANCE COMPANY OF AMERICA and LIBERTY MUTUAL INSURANCE COMPANY (hereinafter collectively "SURETY"). CITY and SURETY may hereinafter be collectively referred to as "Parties" and singularly as "Party."

RECITALS

A. WHEREAS, on or about December 22, 2010, CITY entered into Contract No. 31981 ("Contract") with Edge Development, Inc., a California corporation ("Former Contractor"), for the Construction of Phase I Improvements to the Terminal Area at the Long Beach Airport in the City of Long Beach, California ("Project"). A true and correct copy of the Contract is attached hereto as **Exhibit "A"** and incorporated herein by this reference;

B. WHEREAS, SURETY issued a performance bond in favor of CITY to secure the performance obligation of Former Contractor pursuant to the original Contract referred to above, and a payment bond for the Contract, (hereinafter collectively "Bond") with each bond penalty in the amount of \$24,757,741. Attached hereto is a true and correct copy of the Bond as **Exhibit "B;"**

C. WHEREAS, CITY represents and warrants the original Contract with Former Contractor was \$24,757,740.60 and the adjusted Contract amount as of August 3, 2012 is \$27,348,623.93. CITY has certified the value of Work completed through August 3, 2012 as \$16,131,308.46. CITY represents and warrants CITY has made payments under the Contract in the amount of \$14,518,177.62 to Former Contractor and in the amount of \$1,613,130.85 to Torrey Pines Bank Escrow Account Number 4110396603 ("Escrow"), and the remaining sum of \$11,217,315.47 ("Contract Balance") currently remains unpaid. However, the work has progressed beyond August 3, 2012. CITY shall conduct a final accounting of the Contract Balance prior to execution of this Agreement. Except for those items listed on **Exhibit "C"** that is attached hereto, SURETY and CITY, as of the Effective Date, are not aware of any claims, liens, stop notices, assignments, or encumbrances against the Contract Balance. SURETY shall defend (at SURETY's expense, using its counsel), indemnify and hold harmless CITY, its boards

and commissions, and their officials, employees and agents, from and against any and all claims arising as a consequence of payments made to SURETY under this Agreement;

D. WHEREAS, CITY believes it is due certain credits (listed on **Exhibit "C"** that is attached hereto), for which it seeks, and reserves the right to seek, recovery and deduction against the Contract Balance and which SURETY disputes and reserves all defenses to such claims;

E. WHEREAS, the original schedule completion date was June 11, 2013;

F. WHEREAS, Former Contractor sent a letter of voluntary default to the CITY on or about August 31, 2012;

G. WHEREAS, to fulfill its Bond obligations, SURETY desires to remedy the default of Former Contractor on the Project and to complete or procure the completion of the Contract in accordance with the Contract documents and the Bond for the Project ("Remaining Work");

H. WHEREAS, CITY desires to effect the completion of the Contract in order to preserve the work in place and to expedite completion and avoid the delays and inconvenience of re-letting;

I. WHEREAS, SURETY is willing to exercise its election to complete or to procure the completion of the Contract as a measure of cooperation with CITY provided SURETY can be assured in doing so it will receive the Contract Balance pursuant to the terms of the Contract;

J. WHEREAS, SURETY desires to arrange for the completion of the Contract and proposes to have the Remaining Work completed by a competent and qualified contractor pre-approved by CITY. Any completion contractor shall be subject to the qualification requirements of CITY imposed by the original Contract for those entities performing the type of work contemplated by the original Contract;

K. WHEREAS, CITY recognizes that, in procuring the completion of the Contract by a completion contractor, SURETY has conferred a benefit upon CITY in return for which CITY shall make payment of all such sums due or to become due under the Contract, including

payments for any claims of Former Contractor, if any such claims are or become due, directly to SURETY; and

L. WHEREAS, CITY has agreed that the remaining Contract Balance will be used for the completion of the Project and the Remaining Work subject to the terms and conditions of the Contract;

AGREEMENT

NOW, THEREFORE, in consideration of the premises, and the good and valuable considerations and the mutual covenants set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. The recitals set forth above are expressly incorporated herein by this reference.
2. SURETY undertakes to procure the performance of the Remaining Work subject to and in accordance with all of the terms and conditions of the Contract. Further, CITY, to the best of its knowledge, represents, based upon a reasonable investigation, that it has identified all known document or documentation comprising the Contract.
3. CITY acknowledges that SURETY has a prior equitable right to receive all proceeds from the Contract as the work proceeds and for all sums upon completion of the work covered by the Contract, pursuant to the terms of the Contract. Accordingly, CITY shall pay to SURETY, or its designee, all amounts to be paid by CITY under the Contract at the times and under the procedures according to the terms and conditions of the Contract, in accordance with payment terms of the Contract.
4. SURETY intends to relet the completion of the Contract for the Project to Soltek Pacific Construction, a licensed contractor ("Completion Contractor"). CITY consents to Completion Contractor completing the Remaining Work of the Contract. Completion Contractor shall be SURETY's representative with regard to completion of the Remaining Work. All documents pertaining to pay estimates, progress and final payments, shall be sent by email to:

“Completion Contractor”

Soltek Pacific Construction
Steve Thompson, CEO
2424 Congress Street
San Diego, CA 92110-2888
Phone 619-296-6247

with copies to:

Mike Tomeo
Benchmark Consulting Services, LLC
2 Venture, Suite 220
Irvine, CA 92618
Phone 949-622-0300
Cell 949-813-5863
mtomeo@benchmark-consulting.com

and by email to:

David L. Hughes
BOOTH, MITCHEL & STRANGE LLP
701 South Parker Street Ste. 6500
Orange, CA 92868
Cell 714-272-0866
dlhughes@boothmitchel.com

5. CITY acknowledges that the Completion Contract between SURETY and Completion Contractor will call for the Completion Contractor to coordinate all Project activities with the CITY and the CITY's representative and to otherwise conduct itself as if Completion Contractor had a direct contract with the CITY. SURETY shall have no responsibility to review or transmit any construction documents between the Completion Contractor and CITY. No party to this Agreement shall look to SURETY for any opinion, comment, or position on any of the construction documents generated between the Completion Contractor and the CITY. SURETY has no opinion, comment or responsibility for any content of any construction document between the Completion Contractor and the CITY or the CITY and the Completion Contractor with regard to the Remaining Work.

6. Completion Contractor shall be a subcontractor to SURETY, and no contractual relationship, pursuant to this Agreement, shall exist between CITY and Completion Contractor.

SURETY shall, to the extent provided in the Contract and as required by the Bond, defend and indemnify CITY for the acts and omissions of Completion Contractor to the same extent that the Former Contractor would be required to defend and indemnify CITY pursuant to the Contract. SURETY shall require Completion Contractor to perform the Contract in accordance with the terms and conditions therein, including but not limited to correcting any defective work of Former Contractor, performing warranty work and patent and latent defective work of Former Contractor, completing and delivering to CITY the form ("Letter of Assent") that is attached hereto as **Exhibit "D"** to comply with the Project Labor Agreement, providing all insurance and indemnifying CITY, to the extent such is required by the terms of the Contract. Routine day-to-day operations and decisions as to the manner of performance of the Remaining Work shall be made by the Completion Contractor, subject to the terms and conditions of the Contract, provided, however, that the Completion Contractor has no authority to: (i) agree to any changes in the Contract or Remaining Work; (ii) agree to any Change Orders; (iii) agree to any backcharges or deductions of any nature; (iv) agree to any schedule changes; (v) agree to any adjustments in the Contract amount, Contract Balances, or Remaining Work; or (vi) agree to perform warranty work of the Former Contractor or corrective work as a result of defect(s) in the work performed by the Former Contractor, without the SURETY's prior express written consent which shall be delivered to CITY as a condition precedent to the Completion Contractor's negotiating items (i) through (vi). The Remaining Work shall be subject to inspection and acceptance by the CITY, as provided in the Contract. A copy of all written communication by CITY directed to Completion Contractor shall be forwarded to SURETY on a current basis by email to SURETY and its construction consultant Benchmark Consulting Services, LLC ("Benchmark"). All communications concerning matters of Contract administration (i.e., contractual or other notices required by law, payments, Change Orders, extensions of time, delays, claims, among other matters) shall be communicated to Completion Contractor only in writing, with a copy forwarded to SURETY and Benchmark on a current basis.

7. In the event a dispute arises between CITY and Completion Contractor, or Completion Contractor is in default under the terms of the Contract, CITY shall give SURETY written notice thereof within five (5) working days of such default.

8. The Completion Contractor, as SURETY's representative, is authorized to make all routine day-to-day decisions as to the manner of performance of the Remaining Work of the Contract. SURETY reserves the right to terminate the Completion Contractor at any time, but within five (5) working days written notice to CITY, and promptly employ another completion contractor acceptable to SURETY and pre-approved by CITY.

9. Except as provided in this Agreement, it is expressly understood that neither Party hereto waives any rights or defenses it or they may have in favor of or against one another or anyone else. It is further expressly understood that SURETY does not waive any rights it may have to funds payable under the Contract. It is further expressly understood that CITY does not waive any rights to withhold Contract Funds under the payment provisions of the Contract. Nothing in this Agreement shall prejudice the rights of either Party to seek a judicial or other appropriate determination of its rights or defenses.

10. Except to the extent expressly provided for to the contrary in this Agreement, this Agreement shall not be deemed or construed to be an admission or concession of liability of any kind or nature by either Party or a waiver of any rights or claims of either Party in the Contract, and by entering into this Agreement the Parties recognize that any and all rights, defenses or claims which either Party may believe to have in relation to the Contract are in no way impaired or reduced by this Agreement and are fully reserved.

11. SURETY reserves all rights to proceed, in its own name and for its own benefit, to seek recovery from the CITY and/or any other party for all costs, damages, and expenses incurred by SURETY arising out of or related to SURETY's issuance of Bonds and completion of the work under the Contract, including without limitation, the claims of Former Contractor against the CITY for extra work, delay, changed site conditions, and/or any other cause.

12. SURETY, who will have no employees on the Project (except for occasional visits), shall have no obligation to furnish insurance under the Contract. SURETY shall require the Completion Contractor to provide insurance coverage equivalent to that required under the

Contract and shall name SURETY and Benchmark as additional insureds. Completion Contractor shall not commence work on the Project until it provides proof of insurance to CITY.

13. It is understood and agreed that SURETY, by entering this Agreement, is not acting as a contractor, but instead in its capacity as a performance bond surety.

14. Except as provided for herein, this Agreement is made without prejudice to either Party's rights to prosecute any claim or claims that arise from the Contract or this Agreement. Both Parties reserve the right to prosecute any of said claims for recovery of credits due, and for payment of all sums due or to become due or performance under the Contract or this Agreement.

16. It is expressly understood by this Agreement that SURETY does not waive any rights it may have to funds payable under the Contract. It is expressly understood by this Agreement that CITY does not waive any rights or claims it may have to recover credits due, including but not limited to those listed on **Exhibit "C"**. Nothing herein shall preclude CITY from presenting such claims for deduction against the Contract Balance nor shall anything in this Agreement preclude SURETY from asserting any and all defenses to such claim by the CITY. Nothing in this Agreement shall prejudice the rights of SURETY or CITY to seek a judicial or other appropriate determination of its right to said funds or credits.

16. Save and except for as provided by law and the terms of the Contract, CITY agrees that it will not acknowledge or honor any claim or charges against the Contract Balance by any alleged assignees, successors, creditors or transferee of Former Contractor, or any other party making claim to any of such proceeds or balances, without the consent of SURETY, except by order of a court of competent jurisdiction after due notice to SURETY.

17. Except as so modified by this Agreement, SURETY acknowledges and agrees that its Bond previously furnished for the Project shall continue to remain in full force and effect in accordance with its original terms. CITY agrees that SURETY's liability on its Bond and this Agreement shall not exceed SURETY's bond penalty of \$24,757,741.00. CITY further agrees that all payments made by SURETY to any person or entity on account of the work required by the Contract shall be deemed to be payment under SURETY's Bond and shall reduce the penal sum of that Bond in an equal amount. THE PARTIES HERETO FURTHER AGREE THAT IN

THE EVENT SURETY PAYS IN FULL THE BOND PENALTY AMOUNT OF \$24,757,741.00 FOR WORK PERFORMED ON THE PROJECT PURSUANT TO THIS AGREEMENT, THEN SURETY SHALL HAVE NO FURTHER OBLIGATIONS WHATSOEVER UNDER ITS BOND OR THIS AGREEMENT AND SUCH PAYMENT SHALL BE A FULL RELEASE OF ANY AND ALL OBLIGATIONS SURETY MAY HAVE UNDER ITS BOND OR THIS AGREEMENT [Mid-State Surety vs. East Bethlehem township 2005 US. Dist. lexis 15447]

18. In consideration of the work completed by or on behalf of SURETY under the Contract for the Project or for payments by SURETY under its Bond or bonds, CITY hereby expressly subrogates SURETY to, and assigns, conveys, sets over, and transfers to SURETY, any and all claims, causes of action, interests or demands, which CITY has, had, or may ever be entitled to assert against Former Contractor in connection with the Contract or Project, and expressly agrees that SURETY may pursue such rights, claims, interests, causes of action, demands and/or claims in any manner SURETY deems appropriate, including but not limited to matters pending in any bankruptcy proceeding, to the extent that SURETY in its sole discretion deems advisable.

19. The parties herein agree to cooperate fully with each other to the end that the Contract may be completed as efficiently and quickly as reasonably possible under the circumstances.

20. The Parties and their signatories hereto warrant that each has the power and authority to execute this Agreement. The Parties agree that if SURETY certifies any claim arising out of or relating to the Contract, the Project, or this Agreement, such certification will be deemed properly certified if made by an officer of SURETY. The Parties hereto have voluntarily executed this Agreement based on their independent investigation.

21. Save and except for those obligations which survive the completion of the Contract, if any such obligations exist, CITY and SURETY agree that the satisfactory completion of the Contract, as provided in the Contract documents as evidenced by CITY's acceptance of the work as defined in GC-33 page H-22 of the General Conditions of the Contract shall satisfy and discharge SURETY's obligations under its Bond and under this Agreement.

22. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the Parties and the Contract, but, if for any reason any provision of this Agreement is unenforceable or invalid, such provision shall be deemed severed from this Agreement and the remaining provisions shall be carried out with the same force and effect as if the severed portion had not been a part of this Agreement.

23. This Agreement constitutes the entire agreement between the Parties and supersedes any and all prior agreements, arrangements and/or understandings by and between the Parties. Except as herein modified, all terms and conditions of the Contract and Bond shall remain unchanged and in full force and affect.

24. This Agreement shall extend to and be binding upon the Parties hereto and their respective successors and assigns. No rights shall accrue hereunder to or for the use of any other person, firm, corporation, or governmental entity other than the Parties hereto and their respective successors, assigns and reinsurers.

25. This Agreement is made and to be performed in Los Angeles County, California, and shall be governed by the laws of the State of California.

26. This Agreement may be executed in several counterparts, each of which shall be deemed an original as against any Party who has signed it and all of which taken together shall constitute a single instrument.

27. This Agreement has been fully negotiated by the Parties and their counsel and shall not be construed in favor of or against either Party, regardless of who may have drafted it or any of its terms.

///

///

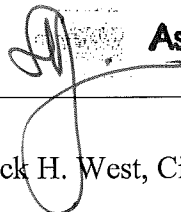
///

///

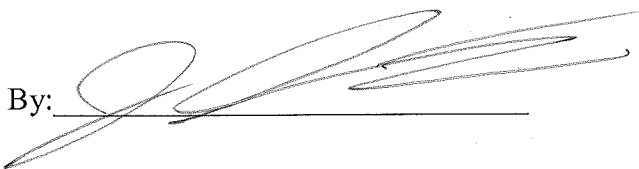
28. In the event of litigation to enforce the terms of this Agreement, the prevailing party shall be entitled to its costs, including reasonable attorney's fees.

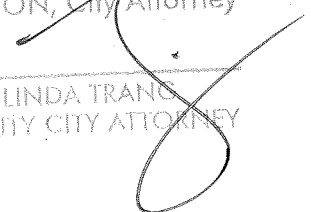
IN WITNESS WHEREOF, the Parties hereto have hereunder set their hand as of the Effective Date.

CITY OF LONG BEACH

By:  **Assistant City Manager**
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.
Patrick H. West, City Manager

SAFECO INSURANCE COMPANY OF AMERICA and
LIBERTY MUTUAL INSURANCE COMPANY

By: 
Jason Stonefeld, Authorized Representative

APPROVED AS TO FORM
9/12, 2012
ROBERT E. SHANNON, City Attorney
By: 
LINDA TRANG
DEPUTY CITY ATTORNEY

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

5480196

Certificate No. _____

American Fire and Casualty Company
The Ohio Casualty Insurance Company
West American Insurance Company

Liberty Mutual Insurance Company
Peerless Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of Ohio, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, that Peerless Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ANDREW W. TORRANCE; BRUCE ECHIGOSHIMA; CHRIS BARTHOLDT; JASON STONEFELD; NINA M. DURANTE; R JEFFREY OLSON; STEPHANI MILLER**

all of the city of SEATTLE, state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of July, 2012.



American Fire and Casualty Company
The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
Peerless Insurance Company
West American Insurance Company

By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

STATE OF WASHINGTON ss
COUNTY OF KING

On this 24th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Company, Peerless Insurance Company and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company, which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorney-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and biding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, West American Insurance Company and Peerless Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of September, 2012.



By: *David M. Carey*
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

5480246

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. _____

First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, **ANDREW W. TORRANCE; BRUCE ECHIGOSHIMA; CHRIS BARTHOLDT; JASON STONEFELD; NINA M. DURANTE; R JEFFREY OLSON;**
STEPHANI MILLER.....

all of the city of SEATTLE state of WA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of July, 2012.



First National Insurance Company of America
General Insurance Company of America
Safeco Insurance Company of America

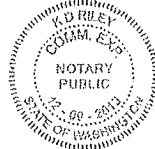
By: *Gregory W. Davenport*
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, bank deposit, currency rate, interest rate or residual value guarantees.

STATE OF WASHINGTON ss
COUNTY OF KING

On this 24th day of July, 2012, before me personally appeared Gregory W. Davenport, who acknowledged himself to be the Assistant Secretary of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Seattle, Washington, on the day and year first above written.



By: *KD Riley*
KD Riley, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Gregory W. Davenport, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, David M. Carey, the undersigned, Assistant Secretary, of First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10 day of September, 2012.



By: *David M. Carey*
David M. Carey, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

EXHIBIT A

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 the Terminal Area at the Long Beach Airport in the City of Long Beach, California,"
2 attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Plans & Specifications No. R-6874 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; Plans and Drawings No. B-4523 for this work; the California Code
12 of Regulations; the various Uniform Codes applicable to trades; the prevailing
13 wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long
14 Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program;
15 the Project Labor Agreement for the City of Long Beach's Phase I Improvements
16 to the Terminal Area at the Long Beach Airport (the "Project Labor Agreement");
17 this Contract and all documents attached hereto or referenced herein including but
18 not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
19 Proceed; Notice of Completion; any addenda or change orders issued in
20 accordance with the Standard Specifications; any permits required and issued for
21 the work; approved final design drawings and documents; the Information Sheet;
22 and the Letter of Assent. These Contract Documents are incorporated herein by
23 the above reference and form a part of this Contract.

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 changes to the bid documents and other types of written notices issued prior to bid
2 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
3 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
4 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
5 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

6 4. TIME FOR CONTRACT. Contractor shall commence work on a date
7 to be specified in a written "Notice to Proceed" from City and shall complete all work
8 within five hundred twenty (520) working days thereafter, subject to strikes, lockouts and
9 events beyond the control of Contractor. Time is of the essence hereunder. City will
10 suffer damage if the work is not completed within the time stated, but those damages
11 would be difficult or impractical to determine. So, Contractor shall pay to City, as
12 liquidated damages, the amount stated in the Contract Documents.

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

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

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

27 8. CLAIMS. Contractor shall, upon completion of the work, deliver
28 possession thereof to City ready for use and free and discharged from all claims for labor

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4564

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

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

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

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

18 11. PREVAILING WAGE RATES. Contractor is directed to the
19 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)
20 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
21 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
22 work done by Contractor, or any subcontractor, under this Contract.

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 been paid. If the work is so terminated, the City Engineer, after consultation with
2 Contractor, shall determine the percentage of work completed and the
3 determination of the City Engineer shall be final.

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

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

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

12 19. TAXES AND TAX REPORTING.

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

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

1 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
2 of Equalization for the Work site. "Qualified" means that the Contractor purchased
3 at least \$500,000 in tangible personal property that was subject to sales or use tax
4 in the previous calendar year.

5 C. Contractor shall create and operate a buying company, as
6 defined in State of California Board of Equalization Regulation 1699, subpart (h),
7 in City if Contractor will purchase over \$10,000 in tangible personal property
8 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
19 which are subject to use tax of \$500,000 or more shall be allocated to the City of
20 Long Beach. Contractor shall require the same cooperation with City, with regards
21 to subsections B, C and D under this section (including forms and permits), from
22 its subcontractors and any other subcontractors who work directly or indirectly
23 under 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
27 contact the City Controller at (562) 570-6450 for assistance with the form.

28 20. ADVERTISING. Contractor shall not use the name of City, its

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 officials or employees in any advertising or solicitation for business, nor as a reference,
2 without the prior approval of the City Manager, City Engineer or designee.

3 21. AUDIT. If payment of any part of the consideration for this Contract
4 is made with federal, state or county funds and a condition to the use of those funds by
5 City is a requirement that City render an accounting or otherwise account for said funds,
6 then City shall have the right at all reasonable times to examine, audit, inspect, review,
7 extract information from, and copy all books, records, accounts and other information
8 relating to this Contract.

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

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

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

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 Documents.

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

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

9 28. COSTS. If there is any legal proceeding between the parties to
10 enforce or interpret this Contract or to protect or establish any rights or remedies
11 hereunder, the prevailing party shall be entitled to its costs, including reasonable
12 attorney's fees.

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

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

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

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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

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

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

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

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

21 31. PROJECT LABOR AGREEMENT. Contractor shall complete and
22 deliver to City the form ("Letter of Assent") attached hereto as Exhibit "E" and
23 incorporated by reference, to comply with the Project Labor Agreement.

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

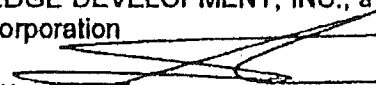
1 then default shall also include City's receipt of a stop notice. If default occurs and
2 Contractor has substituted any security in lieu of retention, then in addition to City's other
3 legal remedies, City shall have the right to draw on the security in accordance with Public
4 Contract Code Section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

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


OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

9
10
11 JAN. 11, 2011

EDGE DEVELOPMENT, INC., a California corporation

By 
President
Stephen S. Prophet
Type or Print Name


12
13
14 Jan. 11, 2011

By 
Secretary
K. Dayne Wagner
Type or Print Name

"Contractor"

15
16
17
18
19 Jan 27, 2011

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

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

"City"

This Contract is approved as to form on 1/25

20
21
22
23 2011.


ROBERT E. SHANNON, City Attorney
By 
Deputy

EXHIBIT B

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS, That we, EDGE DEVELOPMENT, INC., a California corporation, as PRINCIPAL, and Safeco Insurance Company of America, located at 330 North Brand Blvd., Suite 550, Glendale, CA 91207, a corporation, incorporated under the laws of the State of Washington, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of THIRTY-FOUR MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$24,757,741), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Construction of Phase I Improvements to the Terminal Area at the Long Beach Airport and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 5th day of January, 2011.

EDGE Development, Inc., a California corporation

By: [Signature]
Name: Stephen S. Prophet
Title: President/COO

By: [Signature]
Name: K. Dayne Wagener
Title: Secretary/CEO

Approved as to form this 25th day of January, 2011.

ROBERT E. SHAMMON, City Attorney

By: [Signature]
Deputy City Attorney

Safeco Insurance Company of America
SURETY admitted in California

By: [Signature]
Name: Janina Monroe
Title: Attorney-In-Fact
Telephone: (949) 252-4400

Approved as to sufficiency this 12 day of January, 2011.

By: [Signature]
City Manager/City Engineer

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

State of California)
County of Riverside)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On Jan 11, 2011 before me, Melinda Jarvis, a Notary Public, personally appeared, Stephen S. Prophet & K. Dwayne Wagner, 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 Melinda Jarvis

(Seal)

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bond for Faithful Performance

containing 4 pages, and dated Jan. 5, 2011

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

- Individual(s)
 Attorney-in-Fact
 Corporate Officer(s) Resident Title(s)
Secretary

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

- Personally known to me
 Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Identification is detailed in notary journal on:

Page # 35 Entry # 1:2

Notary contact: (951) 296-0760

Other

- Additional Signer(s) Signer(s) Thumbprint(s)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On JAN 05 2011 before me, Michelle Haase, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
Name(s) of Signer(s)



Place Notary Seal Above

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 Michelle Haase
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

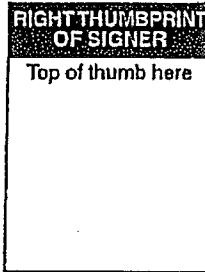
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

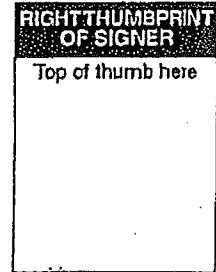
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



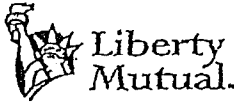
Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

No. 11614

KNOW ALL BY THESE PRESENTS:

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****PAUL BOUCHER; LEONARD G. FODEMSKI; JANINA MONROE; TIMOTHY J. NOONAN; SUSAN THURSTON; Los Angeles, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March, 2009

[Signature of Dexter R. Legg]

[Signature of Timothy A. Mikolajewski]

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this JAN 05 2011 day of



[Signature of Dexter R. Legg]

Dexter R. Legg, Secretary

*Executed In Duplicate Original

Bond No.: 6474087
Premium: Included in Cost of
Performance Bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, EDGE DEVELOPMENT, INC., a California corporation, as PRINCIPAL, and Safeco Insurance Company of America, located at 330 North Brand Blvd., Suite 550, Glendale, CA 91207, a corporation, incorporated under the laws of the State of Washington, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of TWENTY-FOUR MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS (\$24,757,741), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Construction of Phase I Improvements to the Terminal Area at the Long Beach Airport is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 5th day of January, 2011.

EDGE Development, Inc., a California corporation
Contractor

By: [Signature]
Name: Stephen S. Prophet
Title: President/COO

By: [Signature]
Name: K. Dayne Wagoner
Title: Secretary/CFO

Approved as to form this 20th day
of January, 2011.

ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Safeco Insurance Company of America
SURETY, admitted in California

By: [Signature]
Name: Janina Monroe
Title: Attorney-In-Fact
Telephone: (949) 252-4400

Approved as to sufficiency this 12 day
of January, 2011.

By: [Signature]
City Manager/City Engineer

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

State of California)
County of Riverside)

**CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT**

On Dec 11, 2011 before me, Melinda Jarvis, a Notary Public, personally appeared, Stephen S. Pophat & K. Dagne Wagner, 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 Melinda Jarvis

(Seal)

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor & Material Bond

containing 4 pages, and dated Dec 5, 2011

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

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

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

- Personally known to me
- Proved to me on the basis of satisfactory evidence:
 form(s) of identification credible witness(es)

Identification is detailed in notary journal on:

Page # 35 Entry # 3:4

Notary contact: (951) 296-0776

Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

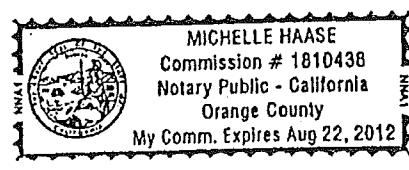
STATE OF CALIFORNIA

County of Orange }

On JAN 05 2011 before me, Michelle Haase, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Janina Monroe
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 Michelle Haase
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

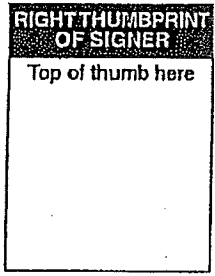
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
1001 4th Avenue
Suite 1700
Seattle, WA 98154

KNOW ALL BY THESE PRESENTS:

No. 11614

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****PAUL BOUCHER; LEONARD G. FODEMSKI; JANINA MONROE; TIMOTHY J. NOONAN; SUSAN THURSTON; Los Angeles, California*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 21st day of March 2009

Dexter R. Legg

T. Mikolajewski

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business...

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this JAN 05 2011 day of



Dexter R. Legg

Dexter R. Legg, Secretary

EXHIBIT C



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

TECHNICAL MEMORANDUM

TO: Mario Rodriguez, Director
FROM: Jeffrey A. Sedlak, P.E., Airport Modernization Program Manager
DATE: July 25, 2012
PROJECT: AP1035-01 – Construction of Phase I Improvements to the Terminal Area
RE: Credits due the City (Contract #31981)

The following is a preliminary list credit amounts due the City from Edge Development, Inc. (Contractor) for certain portions of the Work not performed and reductions in Contractor costs due to phasing accommodations made by the City. The original bid document contained 64 discrete bid items. Many of the items listed below are incidental to all other bid items as required by the Contract Documents, namely Plans B-4523 and Specifications R-6874.

1. Construction Safety and Security Coordinator (CSSC)

Beginning at construction commencement through January 19, 2012, the Contractor failed to provide a full-time CSSC as required by Specification Volume 1, Division F, *Long Beach Airport Safety and Security Requirements During Construction*. The cost to provide a full-time CSSC is estimated at 1.25% of the Contract price. Through Progress Pay Estimate #011 (01/31/2012) the credit due the City amounts to **(\$107,009.08)**.

2. Contractor Quality Control Program Administrator (CQC PA)

Beginning at construction commencement through today, the Contractor has failed to provide a full-time CQC PA as required by Specification Volume 1, Division E, *Terminal Area Improvement Special Conditions*. The cost to provide a full-time CQC PA is estimated at 2.5% of the Contract price. Through Progress Pay Estimate #016 (7/02/12) the credit due the City amounts to **(\$370,083.57)**. Looking forward, the City does not anticipate this requirement will be satisfied. Forecasting through completion of the Work, the credit due the City could potentially amount to **(\$683,715.60)**.



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

3. Construction Photographic Documentation

Beginning at construction commencement through today, Contractor has failed to satisfy the requirements of Specification Volume 1, Division J, Section 01 3233, *Photographic Documentation*. The cost to perform this requirement is estimated at \$1,500 per month. Through Progress Pay Estimate #016 (7/02/12) the credit due the City amounts to (\$19,500.00). The City does not anticipate this requirement will be satisfied. Forecasting through completion of the Work, the credit due the City could potentially amount to **(\$36,000.00)**.

4. Additional Inspection Efforts by City's Construction Management Team

Additional burden to assure quality in construction has resulted in extra efforts made and cost incurred by the City's Construction Management Testing and Inspection personnel. The Contractor has not provided an individual duly qualified and dedicated to controlling quality in construction (CQC PA) onsite, resulting in an increased cost to the City during construction of Expanded Alternate I, which amounts to **(\$86,000.00)**. The increased cost to the City during the construction of all other portions of the Work will be quantified and reported upon project completion.

5. Underground Construction Coordinated Shop Drawings

The Contractor has not satisfied the requirements of Specifications Volume 1, Division J, Section 01 3100, *Project Management and Coordination*. The cost to remedy interference and other resultant conflicts caused by Contractor's improperly coordinated shop drawings and ineffective field coordination is estimated at **(\$50,000.00)**, subject to more precise quantification of re-worked after condition.



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

6. Overhead Construction Coordinated Shop Drawings

The Contractor has not satisfied the requirements of Specifications Volume 1, Division J, Section 01 3100, *Project Management and Coordination*. The cost to remedy interference and other resultant conflicts caused by Contractor's improperly coordinated shop drawings and ineffective field coordination is estimated at **(\$70,000.00)**, subject to more precise quantification of re-worked after condition.

7. Complete Sets of the 2007 California Building Code (CBC)

The Contractor has not purchased and delivered four sets of the entire 2007 CBC as required by Specifications Volume 1, Division H, General Condition 54. The cost to satisfy this requirement is estimated at **(\$5,220.00)**.

8. Employee Parking/Shuttle

The Contract Documents require the Contractor to shuttle employees between the designated remote parking lot and the Project Site. The City is due a credit for all labor, equipment, and incidentals never expended for allowing Contractor and subcontractor personnel to park within the on-site parking structures, each day, free of charge, thus eliminating any need to operate and maintain shuttle service for personnel working onsite. The cost to perform this requirement is estimated at \$5,237.70 per month. Through Progress Pay Estimate #016 (7/02/12) the credit due the City amounts to (\$68,090.10). Forecasting through completion of the Work, the credit due the City could potentially amount to **(\$125,704.80)**.

9. Temporary Work not performed in North Holdroom

The City is due a credit for all labor, equipment, materials, and incidentals no longer required for approximately 4,580 square feet of temporary work within the North Holdroom (roughly bound by Grids B-C and 19-22.5, 29-31), as shown on Plan Sheets 323 and 324. The credit should amount to **(\$264,769.00)**.



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

10. Temporary Signage no Longer Required

The City is due a credit for all labor, equipment, materials, and incidentals no longer required for the installation of temporary signage to direct passengers to, through, and around the existing temporary trailer facility (N1), as shown on Sheet 331. The credit should amount to **(\$34,700.00)**.

11. Temporary Construction Site Fencing not Provided

The City is due a credit for all labor, equipment, materials, and incidentals never expended for the elimination of certain temporary construction site fencing, pursuant to Plan Sheets G-111 through G-116, and Detail 13 on Sheet A805. The credit should amount to **(\$200,220.00)**.

12. Expanded Additive Alternate "I" – Additional Phasing Credit

The original Contract Price included a \$31,241 Alternate Phasing Credit (Bid Item 64) for decreased Contractor costs due to constructing the North and South Holdroom Buildings in one (initial) phase.

Prior to the Contract award, a series of meetings were held between the Contractor and the City to discuss the benefits of expanding Temporary Trailer Holdroom Facility (S3) to include a security screening function. The Contractor desired access to and use of the entire Project Site footprint. The City accommodated the request through exhaustive coordination with Airline tenants, the TSA, and concurrent construction contracts.

The additional cost incurred by the City, Contract Change Order #3 (\$1,602,102.68), for expanding S3 with a security screening checkpoint enabled former security screening checkpoint demolition (Bid Item 28) to proceed early and further decreased Contractor costs by allowing Additional Work to be performed in the initial phase. The Additional Work consists of a portion of the Covered Garden, Security Screening Checkpoint (Additive Alternate B), Motor Control Panel Canopy (Additive Alternate C), and



4100 E. Donald Douglas Drive, Floor 2
Long Beach, CA 90808
Tel 562.570.2619
Fax 562.570.2601
www.lgb.org

especially all underground utilities interconnecting the new facilities. An additional phasing credit is due the City, commensurate with the costs incurred by the City, minimization of night operations, and reduced construction duration. The additional phasing credit due the City should amount to not less than **(\$566,814.02)**.

13. Baggage Tug Route Relocation

The City is due a credit for all labor, equipment, materials, and incidentals for relocating the baggage tug route. The construction phasing plans instruct the Contractor to implement a two-way baggage tug route passing through the Project Site limits, and thus two rolling gates and two flaggers would have been required for the entire construction duration. At the Contractor's request, the City successfully negotiated a revised baggage tug route with the Airline tenants and the TSA. The relocated baggage tug route allowed the remainder of the Covered Garden previously reserved for the baggage tug route and a portion of the Meeters and Greeters Plaza (Additive Alternate D) to be constructed in the initial phase. The credit due the City should amount to not less than **(\$240,000.00)**.

Total Credit Amount due the City:	\$2,082,405.77 (estimated)
Total Potential Credit Amount due the City:	\$2,470,152.50 (estimated)

EXHIBIT D



**SOLTEK PACIFIC
CONSTRUCTION**

Corporate Office
2424 Congress Street
San Diego, CA 92110-2888
Phone 619-296-6247 Fax 619-296-7109
Estimating Fax 619-296-4314
Contractor License 886641 EOE
www.soltekpacific.com

August 29, 2012

City of Long Beach
Department of Financial Management
Attn: PLA Administrator
333 West Ocean Blvd., 7th Floor
Long Beach, CA 90802

Attn: To Whom It May Concern

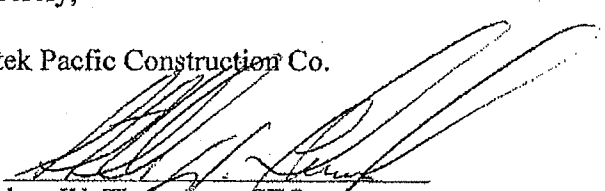
Re: City of Long Beach Project Labor Agreement

Dear Sir:

This is to confirm that Solpac Construction Inc., dba Soltek Pacific Construction Co. (this "Company") agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective August 29, 2012, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to Long Beach Airport. This Company shall require all of its subcontractors of whatever tier to become similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

Soltek Pacific Construction Co.

By: 
Stephen W. Thompson, CEO

SOLTEK PACIFIC CONSTRUCTION SUBMITTALS

Attachment 1 – Bid Tabulation

Attachment 2 – Workers' Compensation Certification

Attachment 3 – Information to Comply with Labor Code Sec. 2810

Attachment 4 – List of Subcontractors

Attachment 5 – Insurance Documentation

ATTACHMENT 1 – BID TABULATION

**TABULATION OF BIDS OPENED NOVEMBER 24, 2010 FOR THE
PHASE I IMPROVEMENTS TO THE TERMINAL AREA AT THE
LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA
IN ACCORDANCE WITH PLANS & SPECIFICATIONS R-6874 (AP1035-01)**

LOW BIDDER
EDGE Development, Inc.
27368 Via Industrial, Ste. 101
Temecula, California
Phone **951.296.0776**
Fax **951.296.0775**

BID ITEMS	QUANTITY		UNIT COST	ITEM TOTAL
1 General Conditions	1	LS	\$149,772.00	\$149,772.00
2 Mobilization/Demobilization	1	LS	\$416,544.00	\$416,544.00
3 SWPPP Implemenation (BMPs)	1	LS	\$26,034.00	\$26,034.00
4 North Holdroom Construction	1	LS	\$9,405,000.00	\$9,405,000.00
5 Temporary Trailer Facility	1	LS	\$47,000.00	\$47,000.00
6 South Holdroom Construction	1	LS	\$3,371,000.00	\$3,371,000.00
7 Covered Garden Construction	1	LS	\$1,800,000.00	\$1,800,000.00
8 Temporary Trailer Facility (N1) Removal Preparation	1	LS	\$45,000.00	\$45,000.00
9 Temporary Trailer Facility (S2) Removal Preparation	1	LS	\$15,000.00	\$15,000.00
10 Existing Baggage System Modifications (Specialty Item)	1	LS	\$36,718.00	\$36,718.00
11 Miscellaneous Site Work	1	LS	\$1,500,000.00	\$1,500,000.00
12 Fixed Seating Unit	154	EA	\$2,932.00	\$451,528.00
13 Interior PTZ-IP Camera (Specialty Item)	7	EA	\$3,534.71	\$24,742.97
14 Interior Fixed-IP Camera (Specialty Item)	14	EA	\$4,284.43	\$59,982.02
15 Exterior PTZ-IP Camera (Specialty Item)	10	EA	\$4,639.30	\$46,393.00
16 Exterior Fixed-IP Camera (Specialty Item)	15	EA	\$2,374.33	\$35,614.95
17 Linear Metal Ceiling	7,590	SF	\$15.78	\$119,770.20
18 Over Excavation	20,000	CY	\$4.18	\$83,600.00
19 Select Fill	23,500	CY	\$7.77	\$182,595.00
20 Contingency Allowance	1	Allow	\$100,000.00	\$100,000.00
21 Software Modification (Specialty Item)	1	Allow	\$569,250.00	<u>\$569,250.00</u>
Total Base Bid (Items 1-21)				\$18,485,544.14
<u>ADDITIVE ALTERNATE A - BAGGAGE MAKEUP CAROUSEL RELOCATION</u>				
22 New Baggage Makeup Canopy Construction	1	LS	\$512,349.00	\$512,349.00
23 New Baggage Conveyor Installation (Specialty Item)	1	LS	\$280,461.00	\$280,461.00
24 Existing Baggage Conveyor Modification and Relocation	1	LS	\$13,355.00	\$13,355.00
25 Existing Baggage Carousel Relocation	1	LS	\$40,066.00	\$40,066.00
26 Salvage Existing Baggage Makeup Canopy	1	LS	\$17,963.00	\$17,963.00
27 Exterior PTZ-IP Camera (Specialty Item)	2	EA	\$3,093.00	<u>\$6,186.00</u>
Total Additive Alternate A (Items 22-27)				\$870,380.00
<u>ADDITIVE ALTERNATE B - SECURITY SCREENING CHECKPOINT</u>				
28 Existing Security Screening Checkpoint (S1) Demolition	1	LS	\$38,322.00	\$38,322.00
29 Security Screening Checkpoint Construction	1	LS	\$2,600,000.00	\$2,600,000.00
30 Existing Security Control Panel Relocation	1	LS	\$2,499.00	\$2,499.00
31 Composure Garden Construction	1	LS	\$350,000.00	\$350,000.00
32 Interior Fixed-IP Camera (Specialty Item)	15	EA	\$1,874.47	\$28,117.05
33 Exterior PTZ-IP Camera (Specialty Item)	3	EA	\$3,093.00	\$9,279.00
34 Exterior Fixed-IP Camera (Specialty Item)	7	EA	\$1,874.43	\$13,121.01
35 Linear Metal Ceiling	7,370	SF	\$20.12	\$148,284.40
36 Over Excavation	3,500	CY	\$4.18	\$14,630.00
37 Select Fill	3,500	CY	\$7.77	\$27,195.00
Total Additive Alternate B (Items 28 - 37)				\$3,231,447.46
<u>ADDITIVE ALTERNATE C - SOUTH CANOPY DEMOLITION</u>				
38 Existing Canopy Demolition	1	LS	\$9,581.00	\$9,581.00
39 Motor Control Panel Canopy Construction	1	LS	\$60,000.00	\$60,000.00
40 Existing Baggage Conveyor Modification (Specialty Item)	1	LS	\$26,560.00	<u>\$26,560.00</u>
Total Additive Alternate C (Items 38-40)				\$96,141.00
<u>ADDITIVE ALTERNATE D - MEETERS AND GREETERS PLAZA</u>				
41 Meeters and Greeters Plaza Construction	1	LS	\$762,000.00	\$762,000.00
42 Over Excavation	2,000	CY	\$4.18	\$8,360.00
43 Select Fill	2,000	CY	\$7.77	<u>\$15,540.00</u>
Total Additive Alternate D (Items 41-43)				\$785,900.00

**TABULATION OF BIDS OPENED NOVEMBER 24, 2010 FOR THE
 PHASE I IMPROVEMENTS TO THE TERMINAL AREA AT THE
 LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA
 IN ACCORDANCE WITH PLANS & SPECIFICATIONS R-6874 (AP1035-01)**

LOW BIDDER
EDGE Development, Inc.
27368 Via Industrial, Ste. 101
Temecula, California
 Phone **951.296.0776**
 Fax **951.296.0775**

<u>BID ITEMS</u>	<u>QUANTITY</u>	<u>UNIT COST</u>	<u>ITEM TOTAL</u>
<u>ADDITIVE ALTERNATE E - WALKWAY CANOPY</u>			
44 Walkway Canopy Construction	1 LS	\$350,000.00	\$350,000.00
45 Screen Wall Construction	1 LS	\$351,000.00	<u>\$351,000.00</u>
Total Additive Alternate E (Items 44-45)			\$701,000.00
<u>ADDITIVE ALTERNATE F - SECURITY SCREENING CHECKPOINT</u>			
46 Existing Security Screening Checkpoint (S1) Remodel	1 LS	\$371,000.00	\$371,000.00
47 Composure Garden Construction	1 LS	\$831,000.00	\$831,000.00
48 Interior PTZ-IP Camera (Specialty Item)	1 EA	\$3,093.00	\$3,093.00
49 Interior Fixed-IP Camera (Specialty Item)	19 EA	\$1,874.47	\$35,614.93
50 Exterior PTZ-IP Camera (Specialty Item)	5 EA	\$3,092.80	\$15,464.00
51 Exterior Fixed-IP Camera (Specialty Item)	5 EA	\$3,092.80	<u>\$15,464.00</u>
Total Additive Alternate F (Items 46-51)			\$1,271,635.93
<u>ADDITIVE ALTERNATE G - PHOTOVOLTAIC (PV) PANEL ARRAYS</u>			
52 North Photovoltaic Panel Array Installation (Specialty Item)	1 LS	\$145,776.00	\$145,776.00
53 North PV Electrical Equipment Installation (Specialty Item)	1 LS	\$32,282.00	\$32,282.00
54 North Photovoltaic Panel Cabling Installation (Specialty Item)	1 LS	\$14,579.00	\$14,579.00
55 South Photovoltaic Panel Array Installation (Specialty Item)	1 LS	\$111,426.00	\$111,426.00
56 South PV Electrical Equipment Installation (Specialty Item) Panel	1 LS	\$18,744.00	\$18,744.00
57 South Photovoltaic Panel Cabling Installation (Specialty Item)	1 LS	\$8,331.00	<u>\$8,331.00</u>
Total Additive Alternate G (Items 52-57)			\$331,138.00
<u>ADDITIVE ALTERNATE H - MULTI-USER FLIGHT INFORMATION DISPLAY SYSTEM</u>			
58 Installation of MUFIDS Monitors	1 LS	\$251,676.00	\$251,676.00
59 Installation of MUFIDS Workstations (Specialty Item)	1 LS	\$83,309.00	\$83,309.00
60 Installation of MUFIDS Data and Electrical Cabling (Specialty Item)	1 LS	\$15,620.00	<u>\$15,620.00</u>
Total Additive Alternate H (Items 58-60)			\$350,605.00
<u>ADDITIVE ALTERNATE I - TEMPORARY HOLDROOM TRAILER FACILITY (S3)</u>			
61 Design-Build Utility Connections	1 LS	\$52,068.00	\$52,068.00
62 Supply Temporary Holdroom Trailer Facility (S3)	1 LS	\$556,087.00	\$556,087.00
63 Temporary Trailer Facility (S3) Removal Preparation	1 LS	\$10,414.00	\$10,414.00
64 Base Bid - Alternate Phasing Credit	1 LS	(\$31,241.00)	<u>(\$31,241.00)</u>
Total Additive Alternate I (Items 61-64)			\$587,328.00
TOTAL BID LESS ALTERNATE F (BASIS OF BID SELECTION)			\$25,439,483.60
CONTRACT AWARD (BASE BID PLUS ALTS A, B, C, D, E, I)			\$24,757,740.60
SUBMITTED BID			\$26,785,929.00
AMOUNT OF BID (DECREASE) OR INCREASE RESULTING FROM COMPUTATIONAL ERRORS.			(\$1,346,445.40)

**ATTACHMENT 2 – WORKERS’
COMPENSATION CERTIFICATION**

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:
SOLPAC CONSTRUCTION INC.,
dba Soltek Pacific Construction Company

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



Title: Chief Executive Officer (CEO)

Date: July 31, 2012

**ATTACHMENT 3 – 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: WL596382804
 - B. Name of Insurer (**NOT** Broker): Zurich American Insurance Company
 - C. Address of Insurer: 801 N. Brand Blvd., Penthouse Suite, Glendale, CA 91023
 - D. Telephone Number of Insurer: (818) 409-7860
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): TBD
 - B. Automobile Liability Insurance Policy Number: BAP596382504
 - C. Name of Insurer (**NOT** Broker): Zurich American Insurance Company
 - D. Address of Insurer: 801 N. Brand Blvd., Penthouse Suite, Glendale, CA 91023
 - E. Telephone Number of Insurer: (818) 500-4700
- 3) Address of Property used to house workers on this Contract, if any: _____
4100 E. Donald Douglas Dr., Long Beach, CA 90808
- 4) Estimated total number of workers to be employed on this Contract: 250
- 5) Estimated total wages to be paid those workers: \$8,000,000
- 6) Dates (or schedule) when those wages will be paid: Weekly
- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: _____
38
- 8) Taxpayer's Identification Number: 20-4067188

ATTACHMENT 4 – LIST OF SUBCONTRACTORS

LIST OF SUBCONTRACTORS

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

Name	<u>JL Surveying, Inc.</u>	Type of Work	<u>Survey</u>
Address	<u>31206 Camino Lacouague</u>		
City	<u>San Juan Capistrano, CA 92675</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(949) 493-7751</u>		
License No.	<u></u>		

Name	<u>Twinings Laboratories</u>	Type of Work	<u>Testing & Inspection</u>
Address	<u>3310 Airport Way</u>		
City	<u>Long Beach, CA 90806</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 426-3355</u>		
License No.	<u></u>		

Name	<u>Howard Contracting Inc.</u>	Type of Work	<u>Demolition & Earthwork</u>
Address	<u>12345 Carson Street</u>		
City	<u>Hawaiian Gardens, CA 90716</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 426-3355</u>		
License No.	<u>466400</u>		

Name	<u>Alcorn Fence Company</u>	Type of Work	<u>Fencing</u>
Address	<u>9901 Glenoaks Blvd.</u>		
City	<u>Sun Valley, CA 91353</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(323) 875-1342</u>		
License No.	<u>122954</u>		

Name	<u>Western Paving</u>	Type of Work	<u>AC Paving</u>
Address	<u>15533 E. Arrow Highway</u>		
City	<u>Irwindale, CA 91706</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(626) 338-7889</u>		
License No.	<u>639093</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Alpha & Omega Pavers Inc.</u>	Type of Work	<u>Precast Pavers</u>
Address	<u>987 Calimesa Blvd.</u>		
City	<u>Calimesa, CA 92320</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(909) 795-8474</u>		
License No.	<u>798734</u>		

Name	<u>Marina Landscape</u>	Type of Work	<u>Landscape</u>
Address	<u>1900 S. Lewis Street</u>		
City	<u>Anaheim, CA 92805</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 939-6600</u>		
License No.	<u>492862</u>		

Name	<u>Rebar Engineering Inc.</u>	Type of Work	<u>Rebar</u>
Address	<u>10706 Painter Ave</u>		
City	<u>Santa Fe Springs, CA 90670</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 946-2461</u>		
License No.	<u>254219</u>		

Name	<u>Mike Payne & Associates Inc.</u>	Type of Work	<u>Concrete Polish</u>
Address	<u>33370 Mission Trail</u>		
City	<u>Wildomar, CA 92595</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(951) 674-8377</u>		
License No.	<u>624448</u>		

Name	<u>A & S Concrete</u>	Type of Work	<u>Concrete</u>
Address	<u>8140 Monroe Ave.</u>		
City	<u>Stanton, CA 90680</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 220-2694</u>		
License No.	<u>467407</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>T & M Manufacturing Inc.</u>	Type of Work	<u>Structural Steel</u>
Address	<u>1110 N. 1000 W</u>		
City	<u>Tremonton, UT 84337</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(435) 257-1400</u>		
License No.	<u>803470</u>		

Name	<u>Anning Johnson</u>	Type of Work	<u>Metal Deck</u>
Address	<u>22955 Kindder Street</u>		
City	<u>Hayward, CA 94545</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(510) 670-0100</u>		
License No.	<u>652825</u>		

Name	<u>Tone Framing</u>	Type of Work	<u>Misc. Rough Carpentry</u>
Address	<u>26697 Pierce Circle</u>		
City	<u>Murrieta, CA 92562</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(909) 304-0303</u>		
License No.	<u>452057</u>		

Name	<u>Pacific Architectural Millwork Inc.</u>	Type of Work	<u>Casework</u>
Address	<u>1435 Pioneer Street</u>		
City	<u>Brea CA 92821</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 905-3200</u>		
License No.	<u>475891</u>		

Name	<u>Alcal Arcade Contracting Inc.</u>	Type of Work	<u>Insulation</u>
Address	<u>946 N. Market Blvd.</u>		
City	<u>Sacramento, CA 958034</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(916) 631-6572</u>		
License No.	<u>815286</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Letner Roofing Co.</u>	Type of Work	<u>Roofing</u>
Address	<u>1490 N. Glassell</u>		
City	<u>Orange, CA 92867</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 633-0300</u>		
License No.	<u>689961</u>		

Name	<u>R & J Sheet Metal</u>	Type of Work	<u>Sheet Metal</u>
Address	<u>11614 Martens Rive Circle</u>		
City	<u>Fountain Valley, CA 92708</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 597-6452</u>		
License No.	<u>549635</u>		

Name	<u>Star Hardware Inc.</u>	Type of Work	<u>Doors & Hardware</u>
Address	<u>8727 Lanyard Court</u>		
City	<u>Rancho Cucamonga, CA 91730</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(909) 481-7331</u>		
License No.	<u>766703</u>		

Name	<u>Carona Aluminum Co.</u>	Type of Work	<u>Glazing & Curtain Wall</u>
Address	<u>6342 Columbus Ave.</u>		
City	<u>Riverside, CA 92504</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(951) 687-5232</u>		
License No.	<u>502986</u>		

Name	<u>Gypsum Enterprises Inc.</u>	Type of Work	<u>Plaster & Gypsum</u>
Address	<u>1370 N. Red Gum</u>		
City	<u>Anaheim, CA 92806</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 630-7272</u>		
License No.	<u>277165</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Continental Marble & Tile Co.</u>	Type of Work	<u>Ceramic Tile</u>
Address	<u>2460 Anselmo Drive</u>		
City	<u>Cornoa CA, 92879</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(951) 284-1776</u>		
License No.	<u>394</u>		

Name	<u>HM Carpet</u>	Type of Work	<u>Carpet</u>
Address	<u>146 E. Alondra Blvd.</u>		
City	<u>Gardena, CA 90248</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(310) 516-9272</u>		
License No.	<u>791077</u>		

Name	<u>Commercial Interiors Acoustics Inc.</u>	Type of Work	<u>Acoustics</u>
Address	<u>5617 Whitman Highway</u>		
City	<u>North Hollywood, CA 91601</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(818) 769-2095</u>		
License No.	<u>669626</u>		

Name	<u>Triumph Painting</u>	Type of Work	<u>Painting</u>
Address	<u>3234 Orange Street</u>		
City	<u>Riverside, CA 92501</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(951) 680-9930</u>		
License No.	<u>440957</u>		

Name	<u>Stumbaugh & Associates</u>	Type of Work	<u>Toilet Accessories</u>
Address	<u>3303 N. San Fernando Blvd.</u>		
City	<u>Burbank, CA 91504</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(818) 240-1627</u>		
License No.	<u>288724</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Vomar Products Inc.</u>	Type of Work	<u>Signs</u>
Address	<u>7800 Deering Ave.</u>		
City	<u>Canoga Park, CA 91304</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(818) 610-5115</u>		
License No.	<u>318214</u>		

Name	<u>BL Wilcox & Associates</u>	Type of Work	<u>Fire Extinguishers</u>
Address	<u>7615 Baldwin Place</u>		
City	<u>Whittier, CA 90602</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 693-2787</u>		
License No.	<u></u>		

Name	<u>Handicap Access Construction</u>	Type of Work	<u>HC Access Ramps</u>
Address	<u>115 Schooner Ct.</u>		
City	<u>San Jacinto, CA 92583</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(951) 487-6954</u>		
License No.	<u>463549</u>		

Name	<u>Arconas</u>	Type of Work	<u>Fixed Seating</u>
Address	<u>5700 Keaton Crescent</u>		
City	<u>Missisauagam Ontario, Canada L5R3H5</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(877) 572-0727</u>		
License No.	<u></u>		

Name	<u>ND Fire Protection</u>	Type of Work	<u>Fire Sprinklers</u>
Address	<u>PO BOX 90952</u>		
City	<u>City of Industry, CA 91715</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(662) 908-1660</u>		
License No.	<u>657954</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Don Brandel Plumbing Inc.</u>	Type of Work	<u>Plumbing</u>
Address	<u>15100 Texaco Ave.</u>		
City	<u>Paramount, CA 90723</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 408-0400</u>		
License No.	<u>176778</u>		

Name	<u>Blois Construction Inc.</u>	Type of Work	<u>Site Utilities</u>
Address	<u>PO Box 672</u>		
City	<u>Oxnard, CA 93032</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(805) 656-1432</u>		
License No.	<u>256065</u>		

Name	<u>Sigma Mechanical</u>	Type of Work	<u>HVAC</u>
Address	<u>13138 Arctic Circle</u>		
City	<u>Santa Fe Springs, CA 90670</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(562) 623-0303</u>		
License No.	<u>852989</u>		

Name	<u>Neubauer Electric Inc.</u>	Type of Work	<u>Electrical</u>
Address	<u>11388 Knott Street</u>		
City	<u>Garden Grove, CA 92841</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 897-7000</u>		
License No.	<u>432342</u>		

Name	<u>Commercial Controls Corporation</u>	Type of Work	<u>Low Voltage</u>
Address	<u>26074 Avenue Hall Ste. 5</u>		
City	<u>Valencia, CA 91355</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(661) 257-9535</u>		
License No.	<u>676780</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 and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>Direct A/V</u>	Type of Work	<u>Low Voltage</u>
Address	<u>12932 Weber Way</u>		
City	<u>Hawthorne, CA 90250</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(310) 676-4100</u>		
License No.	<u>771540</u>		

Name	<u>The Horsley Co.</u>	Type of Work	<u>Baggage System</u>
Address	<u>1630 S. 4800 W., Ste. D</u>		
City	<u>Salt Lake City, UT 84104</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(801) 401-5500</u>		
License No.	<u>936485</u>		

Name	<u>Simplex Grinnell</u>	Type of Work	<u>Fire Alarm</u>
Address	<u>12728 Shoemaker Ave.</u>		
City	<u>Santa Fe Springs, CA 90670</u>	Dollar Value of Subcontract	<u>\$</u>
Phone No.	<u>(714) 870-1010</u>		
License No.	<u>968851</u>		

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

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

ATTACHMENT 5 – INSURANCE DOCUMENTATION



CERTIFICATE OF LIABILITY INSURANCE

AUG 10 2012

DATE (MM/DD/YYYY)
8/8/2012

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

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

PRODUCER Alliant Insurance Services, Inc. 701 B Street 6th Floor San Diego CA 92101	CONTACT NAME: Jim Castle PHONE (A/C No, Ext): 619-238-1828 FAX (A/C No): 619-699-2164 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:														
INSURED Solpac Construction Inc. Soltek Pacific Construction Co 2424 Congress Street San Diego CA 92110	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Comp</td> <td>16535</td> </tr> <tr> <td>INSURER B: American Guarantee & Liability</td> <td>26247</td> </tr> <tr> <td>INSURER C: Steadfast Ins Co</td> <td>26387</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Comp	16535	INSURER B: American Guarantee & Liability	26247	INSURER C: Steadfast Ins Co	26387	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Zurich American Insurance Comp	16535														
INSURER B: American Guarantee & Liability	26247														
INSURER C: Steadfast Ins Co	26387														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 635163776

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBH INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC			GLO596382704	1/1/2012	1/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP596382504	1/1/2012	1/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$			AUC596381904	1/1/2012	1/1/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) DESCRIPTION OF OPERATIONS below	Y/N	N/A	WCS96382804	1/1/2012	1/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Contractors Pollution & Professional Liability			ECS94311203	1/1/2012	1/1/2013	\$2,000,000 Per Claim Limit \$4,000,000 Aggregate Limit

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

RE- Edge-Long Beach Airport Expansion project
City of Long Beach, its Boards and Commissions and their officials, employees and agents and Liberty Mutual Insurance Company and Benchmark Consulting Services LLC are additional insured per the attached forms.

CERTIFICATE HOLDER

Jeff Sedlak / AIRPORT
 Benchmark Consulting Services, LLC
 2 Venture, Suite 220
 Irvine CA 92618

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jim D. Castle

AIRPORT
 → L.J. Sedlak

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5963827-04	01-01-2013	01-01-2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Named Insured:
Address (including ZIP Code):**

Michael Altes
8/15/12

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

- D. The insurance provided to the additional insured person or organization does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:
1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. Supervisory, inspection, architectural or engineering activities.
- E. The additional insured must see to it that:
1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
 2. We receive written notice of a claim or "suit" as soon as practicable; and
 3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.
- F. For the coverage provided by this endorsement:
1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.
 2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.
- G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

**Additional Insured-Owners, Lessees or
Contractors (Primary Insurance)**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l. Prem	Return Prem.
GLO5963827-04	01-01-2012	01-01-2013	01-01-2012		\$	\$

This endorsement modifies the insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

POLICY NUMBER: GLO5963827-04

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY
WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 01-01-2012 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC5963828-04

Endorsement No.

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

Issued to SOLPAC CONSTRUCTION INC. DBA: SOLTEK PACIFIC CONSTRUCTION CO

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Person or Organization	Schedule	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION		ALL CALIFORNIA OPERATIONS

POLICY NUMBER: GLO596382704

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Policy no. BAP5963825-04
COMMERCIAL INSURANCE

CANCELLATION BY US

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Number of Days' Notice: 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

CALIFORNIA CANCELTION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
1. The occurrence of a material change in the ownership of your business;
- j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
- k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
- l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor + Long Beach, California 90802
Office : (562) 570-6714 + Fax: (562) 570-6376

Workers' Compensation and Employer's Liability Endorsement

Minimum limits required: Statutory workers' comp and \$1,000,000 employer's liability

A. POLICY INFORMATION

1. Insurance Company Zurich American Insurance Company
2. Policy No. WC 5963828-03 Policy term (from) 01-01-2012 (to) 01-01-2013
3. Endorsement effective date 01-01-2012 Endorsement expiration date 01-01-2013
4. Named Insured Solpac Construction Inc dba: Soltek Pacific Construction Co
5. Address of Named Insured 2424 Congress St., San Diego, CA 92110
6. Employer's Liability limit: \$ 1,000,000

B. POLICY AMENDMENTS

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

1. CANCELLATION NOTICE. This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City of Long Beach at the above address, attention: Risk Management.
2. WAIVER OF SUBROGATION. The Insurance Company in Item A.1 above hereby agrees to waive all rights of subrogation against the City, its officials, employees and agents for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Jim Castle, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

08-28-2012

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

DATE

TITLE: Managing Director

ORGANIZATION: Alliant Insurance Services Inc

ADDRESS: 701 B Street, 6th Floor, San Diego, CA 92101

TELEPHONE: 619-849-3807 FAX: 619-699-2103



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802

Office : (562) 570-6714 ♦ Fax: (562) 570-6376

Excess Liability Endorsement

A. EXCESS LIABILITY POLICY INFORMATION

- Insurance Company American Guarantee & Liability Insurance Company
- Policy No. AUC5963819 04 Policy term (from) 01-01-2012 (to) 01-01-2013
- Endorsement effective date 01-01-2012 Endorsement expiration date 01-01-2013
- Named Insured Solpac Construction Inc., dba: Soltek Pacific Construction Co
- Address of Named Insured 2424 Congress St., San Diego, CA 92110
- Deductible or Self-Insured Retention (nil unless otherwise specified) \$ Nil
- Policy Limits: Occurrence* \$ 5,000,000 General Aggregate: \$ 5,000,000
* The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.
- Primary/underlying general liability policy number(s) GLO5963827-04

B. POLICY AMENDMENTS

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

- ADDITIONAL INSURED.** The City of Long Beach, and its boards, commissions, officials, employees, and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The additional insured coverage afforded by this policy to the City, its boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, commissions, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SCOPE OF COVERAGE.** This insurance afforded by this policy is at least as broad as the underlying general liability policy.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, subject to the insurer's limit of liability. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, its officials, employees, or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Jim Castle Managing Director Alliant Insurance Services Inc.
(Name) (Title) (Company)

ADDRESS: 701 B Street, 6th Street., San Diego, CA 92101

TELEPHONE: 619-849-3807

FAX: 619-699-2103

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Jim Castle, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

08-28-2012

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

DATE

TITLE: Managing Director ORGANIZATION: Alliant Insurance Services Inc

ADDRESS: 701 B Street, 6th Floor., San Diego, CA 92101

TELEPHONE: 619-849-3807

FAX: 619-699-2103



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 570-6714 ♦ Fax: (562) 670-5375

General Liability Endorsement – Contracts/PO's

Minimum limits required: \$1,000,000 per occurrence, \$2,000,000 general aggregate

A. GENERAL LIABILITY POLICY INFORMATION

1. Insurance Company Zurich American Insurance Company

2. Policy No. GLO 5963827-04 Policy term (from) 01-01-2012 (to) 01-01-2013

3. Endorsement effective date 01-1-2012 Endorsement expiration date (if blank, it is policy expiration date) 01-01-2013

4. Named Insured Solpac Construction Inc. dba: Soltek Pacific Construction Co

5. Address of Named Insured 2424 Congress St., San Diego, CA 92110

6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 25,000

7. Policy Limits: Occurrence \$ 1,000,000 General Aggregate: \$ 2,000,000

8. Policy Form equivalent to: CG 00 01 X CG 00 02 (special approval required) _____ GL 00 02 and GL 04 04 _____

9. The following coverage is provided: (*required coverages)

Contractual liability for this contract*	<u>X</u>	Gradual pollution	_____	X, C, and U hazards included*	<u>X</u>
Products and completed operations*	<u>X</u>	EMF liability	_____	Sudden and accid. pollution liab.	<u>X</u>
Hangerkeepers	_____	Personal injury	<u>X</u>	Non-owned auto	_____
Liquor liability	_____	Watercraft liability	_____	Aircraft liability	_____
Fire legal liability	<u>X</u>	Garagekeepers	_____	Other	_____

B. POLICY AMENDMENTS

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

- ADDITIONAL INSURED.** The City of Long Beach, and its boards, commissions, officials, employees, and agents are included as additional insureds with regard to with respect to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** As respects (a) work performed by the Named Insured for or on behalf of the City, (b) products sold by the Named Insured to the City, or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy to the City, and to its boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its boards, commissions, officials, employees, and agents shall be in excess of this insurance and not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made of suit is brought, subject to the insured's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of the policy shall not affect coverage provided to the City, its boards, commissions, officials, employees, or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

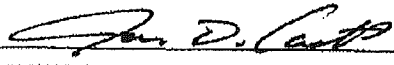
ATTENTION: Jim Castle Managing Director Alliant Insurance Services Inc
(Name) (Title) (Company)

ADDRESS: 701 B Street, 6th Floor., San Diego, CA 92101

TELEPHONE: 619-849-3807 FAX: 619-699-2103

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Jim Castle, warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

 8-28-2012
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: Managing Director ORGANIZATION: Alliant Insurance Services, Inc.

ADDRESS: 701 B Street, 6th Floor; San Diego, CA 92101

TELEPHONE: 619-849-3807 FAX: 619-699-2103



CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 West Ocean Boulevard, 10th floor ♦ Long Beach, California 90802
Office : (562) 670-6714 ♦ Fax: (562) 670-5375

Auto Liability Endorsement

Minimum limits required: \$1,000,000 combined single limit

A. AUTO LIABILITY POLICY INFORMATION

1. Insurance Company Zurich American Insurance Company
 2. Policy No. BAP 5963825-04 Policy term (from) 01-01-2012 (to) 01-01-2013
 3. Endorsement effective date 01-01-2012 Endorsement expiration date 01-01-2013
 4. Named Insured Solpac Construction Inc., dba: Soltek Pacific Construction Co
 5. Address of Named Insured 2424 Congress St., San Diego, CA 92110
 6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ nil
 7. Policy Limits: CSL per accident \$ 1,000,000 BI per person/BI per accident/PD: \$ _____
 8. Coverage: Any auto All owned autos Scheduled autos Hired autos Non-owned autos
 9. Coverage form: CA 00 01 06 92 and endorsement CA 00 25 Other _____
- If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 25:

B. POLICY AMENDMENTS

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

1. **ADDITIONAL INSURED.** The City of Long Beach, and its boards, commissions, officials, employees, and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its boards, commissions, elected or appointed officials, employees, and agents.
2. **PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officials, employees, or agents.
3. **CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Management.

C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:


ATTENTION: Jim Castle Managing Director Alliant Insurance Services Inc
(Name) (Title) (Company)

ADDRESS: 701 B Street, 6th Floor; San Diego, CA 92101

TELEPHONE: 619-849-3807 FAX: 619-699-2103

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Jim Castle warrant that I have authority to bind the Insurance company listed above in Item A.1. and by my signature hereon do so bind this company.

 8-28-2012
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: Managing Director ORGANIZATION: Alliant Insurance Services Inc

ADDRESS: 701 B Street, 6th Floor, San Diego, CA 92101

TELEPHONE: 619-849-3807 FAX: 619-699-2103

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Exp. Date of Pol.	Eff. Date of End.	Agency No.	Addl. Prem.	Return Prem.
GLO5963827-04	01-01-2013	01-01-2012			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**Named Insured:
Address (including ZIP Code):**

**This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part**

- A. Section II – Who Is An Insured is amended to include as an insured any person or organization who you are required to add as an additional insured on this policy under a written contract or written agreement.
- B. The insurance provided to the additional insured person or organization applies only to "bodily injury", "property damage" or "personal and advertising injury" covered under SECTION I - Coverage A - Bodily Injury And Property Damage Liability and Section I - Coverage B - Personal And Advertising Injury Liability, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf; and resulting directly from:
 - a. Your ongoing operations performed for the additional insured, which is the subject of the written contract or written agreement; or
 - b. "Your work" completed as included in the "products-completed operations hazard", performed for the additional insured, which is the subject of the written contract or written agreement.
- C. However, regardless of the provisions of paragraphs A. and B. above:
 - 1. We will not extend any insurance coverage to any additional insured person or organization:
 - a. That is not provided to you in this policy; or
 - b. That is any broader coverage than you are required to provide to the additional insured person or organization in the written contract or written agreement; and
 - 2. We will not provide Limits of Insurance to any additional insured person or organization that exceed the lower of:
 - a. The Limits of Insurance provided to you in this policy; or
 - b. The Limits of Insurance you are required to provide in the written contract or written agreement.

D. The insurance provided to the additional insured person or organization does not apply to:
"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. Supervisory, inspection, architectural or engineering activities.

E. The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;
2. We receive written notice of a claim or "suit" as soon as practicable; and
3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured, if the written contract or written agreement requires that this coverage be primary and non-contributory.

F. For the coverage provided by this endorsement:

1. The following paragraph is added to Paragraph 4.a. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is primary insurance as respects our coverage to the additional insured person or organization, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added to Paragraph 4.b. of the Other Insurance Condition of Section IV - Commercial General Liability Conditions:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

G. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

**Additional Insured-Owners, Lessees or
Contractors (Primary Insurance)**

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of Rnd.	Producer	Add'l. Prem.	Return Prem.
GLO5963827-04	01-01-2012	01-01-2013	01-01-2012		\$	\$

This endorsement modifies the Insurance provided under the following:

Commercial General Liability Coverage Form

SCHEDULE

Name of Person or Organization:

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, EXECUTED PRIOR TO THE LOSS, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an Insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that Insured.

The insurance provided by this endorsement is primary insurance and we will not seek contribution from any other insurance available to the person or organization shown in the Schedule unless the other insurance is provided by a contractor other than you for the same operation and job location. Then we will share with that other insurance by the method described in paragraph 4.c. of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Person Or Organization:

ANY PERSON OR ORGANIZATION THAT REQUIRES YOU TO WAIVE YOUR RIGHTS OF RECOVERY, IN A WRITTEN CONTRACT OR AGREEMENT WITH THE NAMED INSURED THAT IS EXECUTED PRIOR TO THE ACCIDENT OR LOSS.

Information required to complete this Schedule. If not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV -- Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY
WC 04 03 06 (Ed. 4-84)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—
CALIFORNIA**

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 01-01-2012 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No. WC5963828-04

Endorsement No.

of the ZURICH AMERICAN INSURANCE COMPANY

(NAME OF INSURANCE COMPANY)

Issued to SOLPAC CONSTRUCTION INC. DBA: SOLTEK PACIFIC CONSTRUCTION CO

Premium (if any) \$

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

ALL CALIFORNIA OPERATIONS

POLICY NUMBER: GLO596382704

COMMERCIAL GENERAL LIABILITY
CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION
PROVIDED BY US**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

Policy no. BAP5963825-04
COMMERCIAL INSURANCE

CANCELLATION BY US

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided by the following:

BOILER AND MACHINERY COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL GENERAL LIABILITY COVERAGE FORM
COMMERCIAL INLAND MARINE COVERAGE FORM
COMMERCIAL PROPERTY COVERAGE FORM
FARM COVERAGE FORM
GARAGE COVERAGE FORM
LIQUOR LIABILITY COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
POLLUTION LIABILITY COVERAGE FORM
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

Number of Days' Notice: 60

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2, of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

CALIFORNIA CANCELATION ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the information page.

The cancellation condition in Part Six (Conditions) of the policy is replaced by these conditions:

Cancellation

1. You may cancel this policy. You must mail or deliver advance written notice to us stating when the cancellation is to take effect.
2. We may cancel this policy for one or more of the following reasons:
 - a. Non-payment of premium;
 - b. Failure to report payroll;
 - c. Failure to permit us to audit payroll as required by the terms of this policy or of a previous policy issued by us;
 - d. Failure to pay any additional premium resulting from an audit of payroll required by the terms of this policy or any previous policy issued by us;
 - e. Material misrepresentation made by you or your agent;
 - f. Failure to cooperate with us in the investigation of a claim;
 - g. Failure to comply with Federal or State safety orders;
 - h. Failure to comply with written recommendations of our designated loss control representatives;
 - i. The occurrence of a material change in the ownership of your business;
 - j. The occurrence of any change in your business or operations that materially increases the hazard for frequency or severity of loss;
 - k. The occurrence of any change in your business or operation that requires additional or different classification for premium calculation;
 - l. The occurrence of any change in your business or operation which contemplates an activity excluded by our reinsurance treaties.
3. If we cancel your policy for any of the reasons listed in (a) through (f), we will give you 10 days advance written notice, stating when the cancellation is to take effect. Mailing that notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to prove notice. If we cancel your policy for any of the reasons listed in items (g) through (l), we will give you 30 days advance written notice; however, we agree that in the event of cancellation and reissuance of a policy effective upon a material change in ownership or operations, notice will not be provided.
4. The policy period will end on the day and hour stated in the cancellation notice.