

CONTRACT

**29486**

THIS CONTRACT is made and entered, in duplicate, as of January 26, 2006 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on January 24, 2006, by and between CALTEC CORP., a California corporation, whose address is 18946 Vickie Avenue, Suite 304, Cerritos, California 90703 ("Contractor"), and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for ADA Improvements at Martin Luther King, Jr. Park, Phase II in the City of Long Beach, California," dated December 14, 2005, and published by the City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6605;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment, and transportation for the work described in "Plans & Specifications No. R-6605 for ADA Improvements at Martin Luther King, Jr. Park, Phase II in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to the City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for ADA Improvements at Martin Luther King, Jr. Park, Phase II in the City of Long Beach, California," attached hereto as

1 Exhibit "A".

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

5 3. CONTRACT DOCUMENTS. The Contract Documents include: The  
6 Notice Inviting Bids, Plans & Specifications No. R-6605 (which may include by reference  
7 the Standard Specifications for Public Works Construction, latest edition, and any  
8 supplements thereto, collectively the "Standard Specifications"); the City of Long Beach  
9 Standard Plans; Plans and Drawings No. B-4309 for this work; the California Code of  
10 Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates;  
11 Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged,  
12 Minority and Women-owned Business Enterprise Program; this Contract and all documents  
13 attached hereto or referenced herein including but not limited to insurance; Bond for  
14 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
15 addenda or change orders issued in accordance with the Standard Specifications; any  
16 permits required and issued for the work; approved final design drawings and documents;  
17 and the Information Sheet. These Contract Documents are incorporated herein by the  
18 above reference and form a part of this Contract.

19 Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict  
20 or inconsistency exists or develops among or between Contract Documents, the following  
21 priority shall govern: 1) Change Orders; 2) this Contract; 3) Permit(s) from other public  
22 agencies; 4) Plans & Specifications No. R-6605; 5) Addenda; 6) Plans and Drawings No.  
23 B-4309; 7) the City of Long Beach Standard Plans; 8) Standard Specifications; 9) other  
24 reference specifications; 10) other reference plans; 11) the bid; and 12) the Notice Inviting  
25 Bids.

26 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
27 to be specified in a written "Notice to Proceed" from the City and shall complete all work  
28 within thirty (30) working days thereafter, subject to strikes, lockouts and events beyond

1 the control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
2 work is not completed within the time stated, but those damages would be difficult or  
3 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
4 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23                  16.    CERTIFIED PAYROLL RECORDS. Contractor shall keep and cause  
24 each subcontractor to keep an accurate payroll record in accordance with Division 2,  
25 Part 7, Article 2 of the California Labor Code. Contractor's failure to furnish such record  
26 to City in the manner provided herein for notices shall entitle City to withhold the penalty  
27 prescribed by law from progress payments due to Contractor.

28                  17.    RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

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

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

11 19. TAXES AND TAX REPORTING. A. As required by federal and state  
12 law, City is obligated to report the payment of compensation to Contractor on  
13 Form 1099-Misc. and Contractor acknowledges that Contractor is not entitled to payment  
14 under this Contract until it has provided its Employer's Identification Number to the City.  
15 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
16 from payments under this Contract.

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

27 In completing the form and obtaining the permit(s), Contractor shall use the  
28 address of the Work site as its business address and may use any address for its mailing

1 address. Copies of the form and permit(s) shall also be delivered to the City Engineer.  
2 The form must be submitted and the permit(s) obtained as soon as Contractor receives a  
3 Notice to Proceed. Contractor shall not order any materials or equipment over \$100,000  
4 from vendors outside California until the form is submitted and the permit(s) obtained and,  
5 if Contractor does so, it shall be a material breach of this Contract. In addition, Contractor  
6 shall make all purchases from the Long Beach sales office of its vendors if those vendors  
7 have a Long Beach office and all purchases made by Contractor under this Contract which  
8 are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach.  
9 Contractor shall require the same form and permit(s) from its subcontractors.

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

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

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

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

26 23. THIRD PARTY BENEFICIARY. This Contract is intended by the  
27 parties to benefit themselves only and is not in any way intended or designed to or entered  
28 for the purpose of creating any benefit or right of any kind for any person or entity that is

1 not a party to this Contract.

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

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

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

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

22           28.   COSTS. If there is any legal proceeding between the parties to  
23 enforce or interpret this Contract or to protect or establish any rights or remedies  
24 hereunder, the prevailing party shall be entitled to its costs and expenses, including  
25 reasonable attorney's fees.

26           29.   NONDISCRIMINATION. In connection with performance of this  
27 Contract and subject to federal laws, rules and regulations, Contractor shall not  
28 discriminate in employment or in the performance of this Contract on the basis of race,



Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

1 religion, national origin, color, age, sex, sexual orientation, AIDS, HIV status, handicap, or  
2 disability. It is the policy of the City to encourage the participation of Disadvantaged,  
3 Minority and Women-owned Business Enterprises and the City encourages Contractor to  
4 use its best efforts to carry out this policy in the award of all subcontracts.

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

16 IN WITNESS WHEREOF, the parties have caused this document to be duly

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Robert E. Shannon  
City Attorney of Long Beach  
333 West Ocean Boulevard  
Long Beach, California 90802-4664  
Telephone (562) 570-2200

executed with all formalities required by law as of the date first stated above.

CALTECH CORP., a California corporation

By H. Abghari  
President  
(Type or Print Name)

By H. Abghari  
Secretary  
(Type or Print Name)

"Contractor"

CITY OF LONG BEACH, a municipal corporation

By [Signature]  
City Manager

"City"

This Contract is approved as to form on 2/28, 2006.

ROBERT E. SHANNON, City Attorney

By [Signature]  
Senior Deputy

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss.

On February 10, 2006

Date

before me, Anjelica M. Duran, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

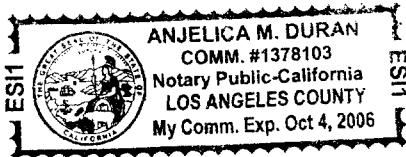
Hamid Abghari

Name(s) of Signer(s)

☐ personally known to me

☒ 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.



WITNESS my hand and official seal.

Anjelica M. Duran  
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: Contract

Document Date: Feb. 10, 2006

Number of Pages: Ten (10)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Hamid Abghari

☐ Individual

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer Is Representing: Caltex Corp.

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# Exhibit “A”

BIDDER'S NAME:

Caltec corp.

**BID FOR THE  
ADA IMPROVEMENTS AT  
MARTIN LUTHER KING, JR. PARK, PHASE II  
IN THE CITY OF LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work in the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on December 14, 2005, at 10:00 a.m., we propose to furnish all necessary labor, tools, materials, appliances and equipment for and perform all work mentioned in said Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6605 at the following prices:

There are six additive alternate bid items. Bidders shall submit bids for the base bid and all additive alternates. The City will determine the lowest responsible bidder based on an analysis of the Base Bid Phase II plus Additive Alternate Bids #1, and #3. After the bid opening and after this determination of the lowest responsible bidder based on this analysis, the City will award a contract that may add one or more Additive Alternate Bids in addition to Additive Alternate Bids #1, and #3, or may delete Additive Alternate Bid #1 or #3, or all of them from the award, or may award any other combination of Additive Alternate Bids, as selected by the City. In order to be determined responsive, the bidder must bid on the Base Bid Phase II and every Additive Alternate.

**BASE BID PHASE II**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization (not to exceed 2 Percent of Base Bid Phase II)	1	LS	2,800	2,800
2	Removal & Disposal of Asbestos and Lead Containing Materials by a Licensed Abatement Contractor (to also include all Stage Stairs)	1	LS	6,382	6,382
3	Supervision of Asbestos and Lead Abatement by an Independent State-Certified Abatement Consultant	1	LS	3,700	3,700
4	Selective Demolition	1	LS	814	814
5	Clearing and Grubbing	1	LS	370	370

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
<b>MLK COMMUNITY CENTER - ADA IMPROVEMENTS:</b>					
6	Furnish and Install ADA Drinking Fountain; and all necessary accompanying work (i.e. plumbing, patching and painting)	1	LS	2,775	2,775
7	Furnish and Install Handrails at Each Drinking Fountain	2	EA	1,110	2,220
8	At each Stage Stairs: Furnish and Install new rubber stair treads, nosing, and Contrasting Color Band; and all necessary accompanying work	4	EA	1,850	7,400
9	At each Stage Stairs: Furnish and Install new Railing B/S; Patch and Paint:	-	-	-	-
	9.1 Peewee Activity Room	1	EA	1,480	1,480
	9.2 Social Room	2	EA	2,016.50	4,033
	9.3 Teen Room	1	EA	2,812	2,812
10	Furnish and Install new Backing and Acoustic Paneling; Patch and Paint	1	LS	2,775	2,775
11	Remove one door at Door #132 South Dressing Area; Patch and Paint	1	LS	370	370
12	Furnish and Install new Sink and Cabinet for Toddlers; and all necessary accompanying work (i.e. Paper Towel Dispenser; Soap Dispenser; P-Lam Splash; Patch and Paint)	1	LS	2,775	2,775
13	Furnish and Install Toddler Water Closet; and all necessary accompanying work (i.e. plumbing; seat cover and toilet paper dispenser; Grab Bars and Backing; Patch and Paint)	1	LS	1,813	1,813

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14	ADA Improvements at Toilet Room at South Dressing Area; Patch and Paint	1	LS	925	925
15	Score Existing Concrete Steps and Paint Stripe with Contrasting Color Epoxy Paint	1	LS	832	832
16	Furnish and Install Hot-dipped Galvanized Handrails at Concrete Stairs	1	LS	2,590	2,590
17	Furnish and Install New Double Door, Frame and ADA Hardware HW#1 Within Existing Opening at Social Room; Patch and Paint	2	EA	8,214	16,428
18	ADA Improvements at Girls Toilet (including Patch and Paint)	1	LS	3,330	3,330
	18.1 Door and Wall ADA Signage	1	LS	296	296
19	ADA Concrete Ramp and Threshold per Detail 6/7; and all necessary accompanying work:	-	-	-	-
	19.1 Furnish and Install ADA Concrete Ramp	6	EA	925	5,550
	19.2 Furnish and Install ADA Metal Threshold	6	EA	185	1,110
	19.3 Temporarily Relocate Vending Machines and Protect During Construction	1	LS	555	555
20	Hardwood Floor Ramp and Oak Threshold; and all necessary accompanying work:	-	-	-	-
	20.1 Furnish and Install Hardwood Floor Ramp	2	EA	925	1,850
	20.2 Furnish and Install Oak Threshold	2	EA	185	370

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	20.3 Cut Existing Door to Fit Adjusted Height of New Wood Threshold and Ramp; Adjust Hardware; Patch & Paint	2	EA	370	740
21	Furnish and Install Non-Accessible Signage:	-	-	-	-
	21.1 Plastic Non-Accessible Signage	1	EA	148	148
	21.2 Aluminum Non-Accessible Signage with tamper-proof and counter-sunk screws	1	EA	148	148
22	Furnish and Install Accessible Signage:	-	-	-	-
	22.1 Decal Accessible Signage	1	EA	185	185
	22.2 Plastic Accessible Signage	1	EA	185	185
23	Furnish and Install Aluminum Directional Signage with tamper-proof and counter-sunk screws	2	EA	277.50	555
24	Furnish and Install Directional and Evacuation Plan with frame	1	EA	462	462
25	Furnish and Install Directional, Functional and Informational Site Plan with frame (interior/exterior use)	2	EA	740	1,480
26	Lower Existing Fire Extinguisher	3	EA	154	462
27	Patch Roof	1	LS	925	925
28	Sealants and Caulking	1	LS	925	925
29	Rubber Base	18	FT	10.28	185



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
<b>MLK POOL - ADA IMPROVEMENTS:</b>					
30	Furnish and Install New ADA Pool Lift manufactured by Aquatic Access per Detail 2/8 (including soil preparation and footing)	1	LS	8,695	8,695
31	ADA Improvements at Exterior Pool Stairs per Details C/4 and D/4:	-	-	-	-
	31.1 Furnish and Install Hot-Dipped Galvanized Handrailing; Submit Structural Calculations to P&B Department for compliance	1	LS	12,943	12,943
	31.2 Score Concrete Surface and Paint with Contrasting Color	1	LS	832	832
	31.3 Extend Concrete Landing (including soil preparation)	1	LS	462	462
	31.4 Relocate Bike Racks	1	LS	129	129
	31.5 Furnish and Install Accessible Signage	1	LS	296	296
<b>PLAY EQUIPMENT AND SURFACE - ADA IMPROVEMENTS:</b>					
32	Play Equipment and Surface - ADA Improvements:	-	-	-	-
	32.1 Furnish and Install Play Equipment Improvements	1	LS	12,395	12,395
	32.2 Furnish and Install Fall Zone Rubber Surface	1	LS	19,647	19,647

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
<b>OUTSIDE SANITARY FACILITIES - ADA IMPROVEMENTS:</b>					
33	Outside Sanitary Facilities ADA Improvements per Detail A/5; Patch and Paint	1	LS	1,295	1,295
	33.1 Aluminum Door and Wall Signage with tamper-proof and counter-sunk screws	2	EA	296	592
<b>KIOSK - ADA IMPROVEMENTS:</b>					
34	Kiosk ADA Improvements per Detail B/5	1	LS	740	740
<b>TOTAL AMOUNT BASE BID PHASE II</b>					<b>140,781</b>

<b>ADDITIVE ALTERNATE #1 - BOYS TOILET ADA IMPROVEMENTS</b>
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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35	Necessary Demolition, Removal and Disposal for Boys Toilet ADA Improvements per Details 1a,b/6 and 1a,b/9	1	LS	4,395	4,395
36	Plumbing Work	1	LS	10,653	10,653
37	Concrete Work (to also include soil preparation, compaction and doweling)	1	LS	745	745
38	New Stud Wall and Revised Masonry Wall Construction	1	LS	3,546	3,546
39	Remaining Boys Toilet ADA Improvements:	-	-	-	-
	39.1 Tile Work: 4"x4" tiles at wall with bull nose at top and cove tile base, and 2"x2" mosaic tile floor	1	LS	4,023	4,023

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	39.2 Electrical Work	1	LS	447	447
	39.3 Vinyl Floor Work	1	LS	745	745
	39.4 Threshold	1	LS	149	149
	39.5 New Door, Frame and Hardware at Door #127	1	LS	1,639	1,639
	39.6 Patch and Paint walls and ceilings at Boys Toilet and Hall	1	LS	745	745
	39.7 Protect Existing Cabinet and Scribe Cabinet at New Wall at Storage Room; Patch and Paint walls and ceilings	1	LS	745	745
	39.8 Door and Wall ADA Signage	1	LS	238	238
	39.9 Toilet Room Accessories:	-	-	-	-
	39.9.1 Toilet Partitions	1	LS	2,000	2,000
	39.9.2 Grab Bars	1	SET	450	450
	39.9.3 Seat Cover Dispenser	2	EA	70	140
	39.9.4 Toilet Tissue Dispenser	2	EA	70	140
	39.9.5 Paper Towel Dispenser	1	EA	100	100
	39.9.6 Soap Dispenser	2	EA	70	140
	39.9.7 SS Utility Hook	1	EA	150	150
	39.9.8 Insulate Pipe under Lavatory	2	EA	75	150
	39.9.9 Mirror	2	EA	100	200
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #1 (BOYS TOILET ADA IMPROVEMENTS)					31,540

# ADDITIVE ALTERNATE #2 - BOYS TOILET ALTERNATE ADA IMPROVEMENTS

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
40	Necessary Demolition, Removal and Disposal for Boys Toilet Alternate ADA Improvements on Plan Sheet 10	1	LS	7000	7000
41	Plumbing Work	1	LS	9500	9,500
42	Concrete Work (to also include soil preparation, compaction and doweling)	1	LS	1000	1,000 H A
43	New Stud Wall construction	1	LS	375	375
44	Remaining Boys Toilet Alternate ADA Improvements:	-	-	-	-
	44.1 Tile Work: 4"x4" tiles at walls with bull nose at top and cove tile base, and 2"x2" mosaic tile floor	1	LS	4,050	4,050
	44.2 Vinyl Floor Work	1	LS	750	750
	44.3 Threshold	1	LS	150	150
	44.4 New Door, Frame and Hardware at Door #127	1	LS	1,650	1,650
	44.5 Patch and Paint walls and ceilings at Boys Toilet and Hall	1	LS	750	750
	44.6 Protect Existing Cabinet and Scribe Cabinet at New Wall at Storage Room; Patch and Paint walls and ceilings	1	LS	750	750
	44.7 Door and Wall ADA Signage	1	LS	240	240

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	44.8 Toilet Room Accessories	-	-	-	-
	44.8.1 Toilet Partitions	1	LS	980	980
	44.8.2 Grab Bars	1	SET	300	300
	44.8.3 Seat Cover Dispenser	1	EA	100	100
	44.8.4 Toilet Tissue Dispenser	1	EA	100	100
	44.8.5 Lower Paper Towel Dispenser	2	EA	50	100
	44.8.6 SS Utility Hook	1	EA	100	100
	44.8.7 Insulate Pipe under Lavatory	1	EA	100	100
	44.8.8 24"x48" Mirror	1	EA	200	200
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #2 (BOYS TOILET ALTERNATE ADA IMPROVEMENTS)					28,195

**ADDITIVE ALTERNATE #3 - DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
45	Necessary Demolition, Removal and Disposal of each renovated door	11	EA	116	1276
46	Replace Door Lock/Knob with New ADA Lock/Lever Handle (include furnishing); Provide Wrap Around Cover Plate:	-	-	-	-
	46.1 Door #117 North Dressing Area	1	EA	725	725

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
	46.2 Door #131 Teen Room	1	EA	725	725
	46.3 Door #132 South Dressing Area	1	EA	725	725
	46.4 Door #136 South Dressing Area	1	EA	725	725
47	Replace Existing Panic Device with New ADA Lever Type Panic Bar (include furnishing):	-	-	-	-
	47.1 Door #108 North Entry	1	EA	1,740	1,740
	47.2 Door #110 North Entry	1	EA	1,740	1,740
	47.3 Door #111 Pee Wee Activity Room	1	EA	1,740	1,740
	47.4 Door #123 South Entry	1	EA	1,740	1,740
48	Replace Door Lock/Knob with New ADA Lock/Lever Handle (include furnishing):	-	-	-	-
	48.1 Door #113 Social Room	1	EA	580	580
	48.2 Door #128 Office	1	EA	580	580
	48.3 Door #130 South Entry	1	EA	580	580
49	Adjust all door tensions to 5 lbs at all doors with closers	1	LS	925	925
50	Replace Existing Closer at Teen Room, as required (include furnishing)	1	LS	870	870
51	Patch and Paint each renovated door and wall, frame and hardware	11	EA	145	1,595
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #3 (DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS)					16,265

**ADDITIVE ALTERNATE #4 - DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
52	Necessary Demolition, Removal and Disposal of each renovated door	5	EA	300	1,500
53	Replace Door Lock/Knob with New ADA Lever Handle (include furnishing); Provide Wrap Around Cover Plate:	-	-	-	-
53.1	Door #105 Janitor	1	EA	600	600
53.2	Door #106 Kitchen	2	EA	600	1,200
53.3	Door #107 Coats	1	EA	600	600
53.4	Door #126 Storage Room	1	EA	600	600
54	Patch and Paint each renovated door and wall, frame and hardware	5	EA	200	1,000
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #4 (DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS)					5,500

**ADDITIVE ALTERNATE #5 - DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
55	Necessary Demolition, Removal and Disposal of each renovated door	5	EA	300	1,500
56	Replace Door, Frame and Hardware (to match existing and to also include New ADA Lever Type Panic Bar and Closer; and furnishing):	-	-	-	-
	56.1 Door #110 No Entry	1	EA	3,300	3,300
	56.2 Door #130 So Entry With Alarm	1	EA	3,300	3,300
	56.3 Dbl Door #115/#115a No Dressing Area	1	EA	3,300	3,300
	56.4 Door #117 Dressing Area (w/o panic bar)	2	EA	3,300	6,600
57	Patch and Paint at each renovated door and wall, frame and hardware	5	EA	200	1000
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #5 (DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS)					19,000

**ADDITIVE ALTERNATE #6 - DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
58	Inspection by Representative of the Woodwork Institute of California	1	EA	6,000	6,000



**BID SUMMARY**

ITEM DESCRIPTION	ITEM TOTAL (IN FIGURES)
TOTAL AMOUNT BASE BID PHASE II	140,781
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #1 (BOYS TOILET ADA IMPROVEMENTS)*	31,540
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #2 (BOYS TOILET ALTERNATE ADA IMPROVEMENTS)*	28,195
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #3 (DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS)*	16,266
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #4 (DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS)*	5,500
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #5 (DOOR, FRAME AND HARDWARE ADA IMPROVEMENTS)*	19,000
TOTAL AMOUNT BID - ADDITIVE ALTERNATE #6 (INSPECTION BY REPRESENTATIVE OF THE WOODWORK INSTITUTE OF CALIFORNIA)*	6,000
TOTAL AMOUNT OF BASE BID PHASE II PLUS ADDITIVE ALTERNATE BID ITEMS #1 AND #3	188,587

\* Note: Please do not add the Base Bid Phase II to the additive alternate.

Signature of Bidder: H. A. [Signature]

Company Title: President

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

E-mail Invitation

# Exhibit “B”

### 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 workers' compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Caltec Corp.

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

Hamid Abghar.

Title: President

Date: 2/10/06

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On February 10, 2006 before me, Anjelica M. Duran, Notary Public

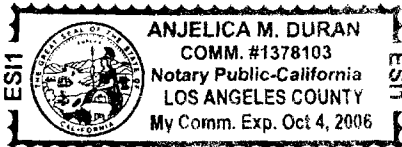
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Hamid Abghari

Name(s) of Signer(s)

- ☐ personally known to me  
☒ 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.



WITNESS my hand and official seal.

Anjelica M. Duran  
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: Workers Compensation Certification

Document Date: Feb. 10, 2006 Number of Pages: one (1)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Hamid Abghari

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Lattec Corp.

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# Exhibit “C”

## 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: 1714541-05  
B. Name of Insurer (NOT Broker): State Compensation Insurance Fund  
C. Address of Insurer: \_\_\_\_\_  
D. Telephone Number of Insurer: 714-347-5445

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): [REDACTED]  
B. Automobile Liability Insurance Policy Number: 048803713 BAP  
C. Name of Insurer (NOT Broker): Allstate Insurance Company  
D. Address of Insurer: 1819 Electric Road, SW, Roanoke, VA, 24018  
E. Telephone Number of Insurer: \_\_\_\_\_

3) Address of property used to house workers on this Contract, if any:

N/A

4) Estimated total number of workers to be employed on this Contract: 1-2

5) Estimated total wages to be paid those workers: \$ 8,000

6) Dates (or schedule) when those wages will be paid: Bi-weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: 2  
(Attach a list of contractor's license numbers with the names, if known)

8) Taxpayer's Identification Number: [REDACTED]

*Exhibit "D"*

## LIST OF SUBCONTRACTORS

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, 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 ½ of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

### Name and Address of Subcontractor

### Classification or Type of Work

Name Spectra Turf  
 Address 500 E. Rincon St., #100  
 City Corona, CA, 92879  
 Phone No. 800-875-5788

playground surfacing

Dollar Amount of Contract \$ \$9,396.00

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. 854429 H.A.

Name Metal clad  
 Address 2198 S. Dupont Dr.  
 City Angeheim, CA, 92806  
 Phone No. 714-634-9050

Hazardous Material Abatement

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. 270742

Name Universal Abatement Services  
 Address 1450 S. Burlingame Ave  
 City Suite A, Los Angeles, CA, 90006  
 Phone No. 213-632-2350

Dollar Amount of Contract \$ 3450

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. 710086

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_

DBE / MBE / WBE / Racial Origin \_\_\_\_\_  
(circle one)

License No. \_\_\_\_\_



**City of Long Beach Minority and Women Owned Business Enterprise  
(MBE/WBE) Program**

- A. **If the Bidder is a MBE or WBE**, the following work will be performed on this project by the Bidder's work force which has a dollar value of . . . \$ N/A

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by N/A \* Valid thru N/A

- B. **\*\* The following MBEs/WBEs are proposed subcontractors on this project:**

1.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by N/A \* Valid thru:

Dollar Value of Participation . . . . . \$ N/A

2.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

3.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

4.    Company Name:

Type of Work to be Performed:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Participation . . . . . \$ \_\_\_\_\_

5.    Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased  
\$ \_\_\_\_\_

**BIDDER'S PRELIMINARY REPORT (cont'd)**

TOTAL DOLLAR VALUE OF MBE SUBCONTRACTS . . . \$ \_\_\_\_\_

TOTAL DOLLAR VALUE OF WBE SUBCONTRACTS . . . \$ \_\_\_\_\_

\* If not formally certified, write in "NA."

\*\* Reproduce and attach additional sheets as needed.

C. **Materials and supplies** required for this project are proposed to be purchased from the following MBEs or WBEs:

1. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by           N/A           \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$           N/A          

2. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

3. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru:

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

4. Company Name:

Type of materials or supplies to be purchased:

MBE    WBE    Circle Appropriate Designation    Racial Origin:

Certified by \_\_\_\_\_ \* Valid thru

Dollar Value of Material or Supplies to be Purchased \$ \_\_\_\_\_

**EXECUTED IN DUPLICATE**

BOND FOR FAITHFUL PERFORMANCE

BOND #217 34 26  
PREMIUM: \$3,829PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT PRICE

KNOW ALL MEN BY THESE PRESENTS: That we, CALTEC CORP., as PRINCIPAL,  
and INSURANCE COMPANY OF THE WEST, located at 11455 EL CAMINO REAL, SAN DIEGO,  
CA, 92130, a corporation, incorporated under the  
laws of the State of CALIFORNIA, 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 ONE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SEVEN DOLLARS (\$188,587.00), 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 ADA IMPROVEMENTS AT MARTIN LUTHER KING, JR. PARK, PHASE II 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 8TH day of FEBRUARY, 2006.

CALTEC CORP

By: H. AbghariName: Hamid AbghariTitle: PresidentBy: H. AbghariName: Hamid AbghariTitle: CEO

INSURANCE COMPANY OF THE WEST

SURETY, admitted in California

By: DWIGHT REILLYName: DWIGHT REILLYTitle: ATTORNEY-IN-FACTTelephone: 714-221-5200Approved as to form this 28th day of  
Feb., 2006.

ROBERT E. SHANNON, City Attorney

By: R. Shannon

Senior Deputy

Approved as to sufficiency this 6 day of  
March, 2006.By: City Manager/City Engineer

City Manager/City Engineer

- NOTE: 1. Execution of this 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 and, if executed by a person not listed in  
Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing  
execution must be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

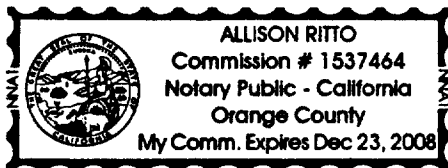
County of ORANGE

ss.

On FEBRUARY 8TH, 2006, before me, ALLISON RITTO, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DWIGHT REILLY,  
Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.

WITNESS my hand and official seal.

Signature of Notary Public  
ALLISON RITTO

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: PERFORMANCE BOND

Document Date: FEBRUARY 8TH, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

### Capacity(ies) Claimed by Signer

Signer's Name: DWIGHT REILLY

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

Signer Is Representing: INSURANCE COMPANY OF THE WEST

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**The Explorer Insurance Company      Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

**DWIGHT REILLY, H. J. DUECK, ALLISON RITTO**

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



*John H. Craig*

John H. Craig, Assistant Secretary

**INSURANCE COMPANY OF THE WEST  
 THE EXPLORER INSURANCE COMPANY  
 INDEPENDENCE CASUALTY AND SURETY  
 COMPANY**

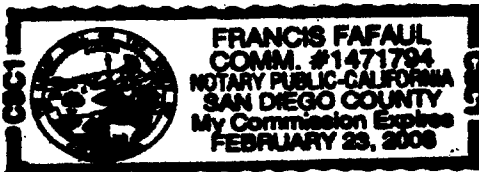
*John L. Hannum*

John L. Hannum, Executive Vice President

State of California      } ss.  
 County of San Diego

On August 29, 2005, before me, Francis Fafaul, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Francis Fafaul*

Francis Fafaul, Notary Public

**RESOLUTIONS**

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

**CERTIFICATE**

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 8th day of February, 2006

*John H. Craig*

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

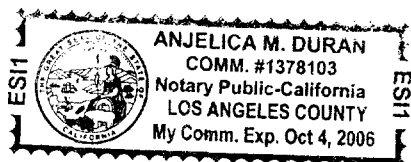
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }  
County of Los Angeles } ss.

On February 10, 2006 before me, Anjelica M. Duran, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Hamid Abghari  
Name(s) of Signer(s)

☐ personally known to me  
☒ 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.



WITNESS my hand and official seal.

Anjelica M. Duran  
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: Bond For Faithful Performance

Document Date: Feb. 8<sup>th</sup> 2006 Number of Pages: one (1)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Hamid Abghari

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Lattec Corp.

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

**EXECUTED IN DUPLICATE** BOND #217 34 26

LABOR AND MATERIAL BOND PREMIUM INCLUDED ON PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CALTEC CORP. as PRINCIPAL,  
and INSURANCE COMPANY OF THE WEST located at 11455 EL CAMINO REAL, SAN DIEGO,  
CA, 92130

the State of CALIFORNIA, 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 ONE HUNDRED EIGHTY EIGHT THOUSAND FIVE HUNDRED EIGHTY SEVEN DOLLARS (\$ 188,587.00 ), lawful money of the United  
States of America, for the payment of which sum, well and truly 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 ADA IMPROVEMENTS AT MARTIN LUTHER KING, JR. PARK, PHASE II and 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 8TH day of FEBRUARY, 2006.

CALTEC CORP.

By: H. Abghar

Name: Hamid Abghar

Title: President

By: H. Abghar

Name: Hamid Abghar

Title: CEO

Approved as to form this 28th day of  
Feb., 2006.

ROBERT E. SHANNON, City Attorney

By: R. Shannon

Senior Deputy

INSURANCE COMPANY OF THE WEST

SURETY, admitted in California

By: D. Reilly

Name: DWIGHT REILLY

Title: ATTORNEY-IN-FACT

Telephone: 714-221-5200

Approved as to sufficiency this 6 day of  
March, 2006.

By: P. H. H.

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 and, if executed by a person not listed in  
Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing  
execution must be attached.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

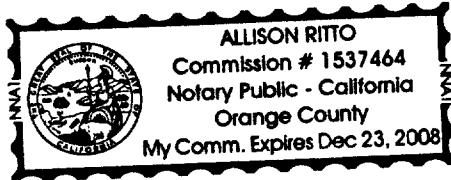
County of ORANGE

ss.

On FEBRUARY 8TH, 2006, before me, ALLISON RITTO, NOTARY PUBLIC,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared DWIGHT REILLY,  
Name(s) of Signer(s)

- ☒ personally known to me  
☐ 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.

WITNESS my hand and official seal.

A handwritten signature in cursive script that reads "Allison Ritto".

Signature of Notary Public  
ALLISON RITTO

Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: PAYMENT BOND

Document Date: FEBRUARY 8TH, 2006 Number of Pages: 1

Signer(s) Other Than Named Above: NONE

### Capacity(ies) Claimed by Signer

Signer's Name: DWIGHT REILLY

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

Signer Is Representing: INSURANCE COMPANY OF THE WEST

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here



**ICW GROUP**  
**Power of Attorney**  
**Insurance Company of the West**  
**The Explorer Insurance Company      Independence Casualty and Surety Company**

KNOW ALL MEN BY THESE PRESENTS: That Insurance Company of the West, a Corporation duly organized under the laws of the State of California, The Explorer Insurance Company, a Corporation duly organized under the laws of the State of Arizona, and Independence Casualty and Surety Company, a Corporation duly organized under the laws of the State of Texas, (collectively referred to as the "Companies"), do hereby appoint

**DWIGHT REILLY, H. J. DUECK, ALLISON RITTO**

their true and lawful Attorney(s)-in-Fact with authority to date, execute, sign, seal, and deliver on behalf of the Companies, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

In witness whereof, the Companies have caused these presents to be executed by its duly authorized officers this 16th day of January, 2001.



*John H. Craig*

John H. Craig, Assistant Secretary

**INSURANCE COMPANY OF THE WEST  
THE EXPLORER INSURANCE COMPANY  
INDEPENDENCE CASUALTY AND SURETY  
COMPANY**

*John L. Hannum*

John L. Hannum, Executive Vice President

State of California }  
County of San Diego } ss.

On August 29, 2005, before me, Francis Fafaul, Notary Public, personally appeared John L. Hannum and John H. Craig, personally known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument, the entity upon behalf of which the persons acted, executed the instrument.

Witness my hand and official seal.



*Francis Fafaul*

Francis Fafaul, Notary Public

#### RESOLUTIONS

This Power of Attorney is granted and is signed, sealed and notarized with facsimile signatures and seals under authority of the following resolutions adopted by the respective Boards of Directors of each of the Companies:

"RESOLVED: That the President, an Executive or Senior Vice President of the Company, together with the Secretary or any Assistant Secretary, are hereby authorized to execute Powers of Attorney appointing the person(s) named as Attorney(s)-in-Fact to date, execute, sign, seal, and deliver on behalf of the Company, fidelity and surety bonds, undertakings, and other similar contracts of suretyship, and any related documents.

RESOLVED FURTHER: That the signatures of the officers making the appointment, and the signature of any officer certifying the validity and current status of the appointment, may be facsimile representations of those signatures; and the signature and seal of any notary, and the seal of the Company, may be facsimile representations of those signatures and seals, and such facsimile representations shall have the same force and effect as if manually affixed. The facsimile representations referred to herein may be affixed by stamping, printing, typing, or photocopying."

#### CERTIFICATE

I, the undersigned, Assistant Secretary of Insurance Company of the West, The Explorer Insurance Company, and Independence Casualty and Surety Company, do hereby certify that the foregoing Power of Attorney is in full force and effect, and has not been revoked, and that the above resolutions were duly adopted by the respective Boards of Directors of the Companies, and are now in full force.

IN WITNESS WHEREOF, I have set my hand this 8th day of February, 2006.

*John H. Craig*

John H. Craig, Assistant Secretary

To verify the authenticity of this Power of Attorney you may call 1-800-877-1111 and ask for the Surety Division. Please refer to the Power of Attorney Number, the above named individual(s) and details of the bond to which the power is attached. For information or filing claims, please contact Surety Claims, ICW Group, 11455 El Camino Real, San Diego, CA 92130-2045 or call (858) 350-2400.

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

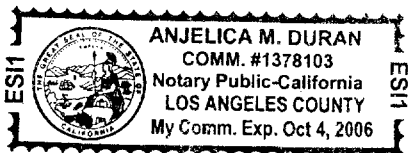
Los Angeles

SS.

On February 10, 2006 before me, Anjelica M. Duran, Notary Public  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")  
personally appeared Hamid Abghari  
Name(s) of Signer(s)

☐ personally known to me  
☒ 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.



WITNESS my hand and official seal.

Anjelica M. Duran  
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: Labor and Material Bond

Document Date: Feb. 8<sup>th</sup> 2006 Number of Pages: one (1)

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer

Signer's Name: Hamid Abghari

- ☐ Individual  
☒ Corporate Officer — Title(s): President  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: Caltec Corp.

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here