

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

CONTRACT

**32403**

1  
2  
3 THIS CONTRACT is made and entered, in duplicate, as of November 2,  
4 2011 for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting held on November 1, 2011, by and between AIS  
6 CONSTRUCTION COMPANY, a California corporation ("Contractor"), whose address is  
7 1110 Eugenia Place, Suite 200, Carpinteria, California 93013, and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for the Restoration and  
10 Improvements of Colorado Lagoon, Phase 1, Part 2, in the City of Long Beach,  
11 California," dated August 3, 2011, and published by City, bids were received, publicly  
12 opened and declared on the date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a  
15 contract with Contractor for the work described in Project Specifications No. R-6863;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
20 work described in "Project Specifications No. R-6863 for the Restoration and  
21 Improvements of Colorado Lagoon, Phase 1, Part 2, in the City of Long Beach,  
22 California," said work to be performed according to the Contract Documents identified  
23 below. However, this Contract is intended to provide to City complete and finished work  
24 and, to that end, Contractor shall do everything necessary to complete the work, whether  
25 or not specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and  
28 work identified in Contractor's "Bid for the Restoration and Improvements of

1 Colorado Lagoon, Phase 1, Part 2, in the City of Long Beach, California," attached  
2 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 Project Specifications No. R-6863 (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; Project Plans No. NONE for this work; the California Code of  
12 Regulations; the various Uniform Codes applicable to trades; the prevailing wage  
13 rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
14 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
15 Contract and all documents attached hereto or referenced herein including but not  
16 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
17 Proceed; Notice of Completion; any addenda or change orders issued in  
18 accordance with the Standard Specifications; any permits required and issued for  
19 the work; approved final design drawings and documents; and the Information  
20 Sheet. These Contract Documents are incorporated herein by the above  
21 reference and form a part of this Contract.

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

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

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
5 to be specified in a written "Notice to Proceed" from City and shall complete all work  
6 within one hundred eighty (180) working days thereafter, subject to strikes, lockouts and  
7 events beyond the control of Contractor. Time is of the essence hereunder. City will  
8 suffer damage if the work is not completed within the time stated, but those damages  
9 would be difficult or impractical to determine. So, Contractor shall pay to City, as  
10 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determination of the City Engineer shall be final.

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

9 13. NOTICES.

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

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

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

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

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

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

10 19. TAXES AND TAX REPORTING.

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

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

1 at least \$500,000 in tangible personal property that was subject to sales or use tax  
2 in the previous calendar year.

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

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

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

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



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

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

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

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

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

28          26.    GOVERNING LAW. This Contract shall be governed by and

1 construed pursuant to the laws of the State of California (except those provisions of  
2 California law pertaining to conflicts of laws).

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

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

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

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

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

27           "During the performance of a Contract with the City of Long Beach,  
28 the Contractor will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of  
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
3 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

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1 all legal remedies available to it.

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

4  
5  
6 November 7, 2011

AIS CONSTRUCTION COMPANY, a  
California corporation

By [Signature]  
President  
Andrew Sheaffer  
Type or Print Name

7  
8  
9 November 7, 2011

By [Signature]  
Secretary  
Linda Sheaffer  
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

10  
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12  
13  
14 11.30, 2011

By [Signature] **Assistant City Manager**  
City Manager

"City"

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

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17 This Contract is approved as to form on 11/16,  
18 2011.

ROBERT E. SHANNON, City Attorney

19  
20 By [Signature]  
Deputy

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BIDDER'S NAME: AIS Construction

**BID TO THE CITY OF LONG BEACH  
RESTORATION AND IMPROVEMENTS OF COLORADO LAGOON,  
PHASE I, PART 2**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on August 3, 2011 at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6863 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

The basis for determination of the low bid will be the lowest responsive and responsible bid on either the Base Bid or the Base Bid Alternate A.

**BASE BID**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization/ Demobilization/Site Preparation – West Arm	1	LS	\$400,000.00	\$400,000.00
2.	Stormwater Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control – West Arm	1	LS	\$50,000.00	\$50,000.00
3.	Side Slope Grading/ Excavation and Truck to Port of Long Beach – West Arm	2,950	CY	\$55.00	\$162,250.00
4.	(S) Mechanical Dredge and Truck to Port of Long Beach – West Arm	24,850	CY	\$69.00	\$1,714,650.00
5.	(S) Sediment Treatment – West Arm	19,950	CY	\$65.00	\$1,296,750.00
<b>Base Bid Total</b>					\$3,623,650.00

**BASE BID ALTERNATE A**

6.	Mobilization/ Demobilization/Site Preparation	1	LS	\$400,000.00	\$400,000.00
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ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
7.	Stormwater Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00
8.	Side Slope Grading/Excavation, Barge to Port of Long Beach	2,950	CY	\$ 55.00	\$ 162,250.00
9.	(S) Mechanical Dredge, Barge to Port of Long Beach	24,850	CY	\$ 72.00	\$ 1,789,200.00
10.	(S) Sediment Treatment	19,950	CY	\$ 65.00	\$ 1,296,750.00

**Base Bid Alternate A Total**

\$ 3,698,200.00

**Additive 1 – Central Lagoon East of Lagoon Centerline Station 19 and North Arm**

11.	Mobilization/Demobilization/Site Preparation	1	LS	\$ 100,000.00	\$ 100,000.00
12.	Stormwater Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00
13.	Side Slope Grading/Excavation and Truck to Port of Long Beach	410	CY	\$ 55.00	\$ 22,550.00
14.	(S) Mechanical Dredge and Truck to Port of Long Beach	31,100	CY	\$ 69.00	\$ 2,145,900.00
15.	(S) Sediment Treatment	28,950	CY	\$ 65.00	\$ 1,881,750.00

**Additive 1 Total**

\$ 4,200,200.00

**Additive 1 ALTERNATE A – Central Lagoon East of Lagoon Centerline Station 19 and North Arm**

16.	Mobilization/Demobilization/Site Preparation	1	LS	\$ 100,000.00	\$ 100,000.00
17.	Stormwater Pollution Prevention Plan (SWPPP) and Sediment and Erosion Control	1	LS	\$ 50,000.00	\$ 50,000.00
18.	Side Slope Grading/Excavation, Barge to Port of Long Beach	410	CY	\$ 55.00	\$ 22,550.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
19.	(S) Mechanical Dredge, Barge to Port of Long Beach	31,100	CY	<del>#</del> 72.00	<del>#</del> 2,239,200.00
20.	(S) Sediment Treatment	28,950	CY	<del>#</del> 65.00	<del>#</del> 2,881,750.00
<b>Additive 1 ALTERNATE A Total</b>					<b># 4,293,500.00</b>

**Additive 2 – Central Lagoon East of Lagoon Centerline Station 19 and North Arm  
ADDED DEPTH**

21.	Mobilization/ Demobilization/Site Preparation	1	LS	<del>#</del> 100,000.00	<del>#</del> 100,000.00
22.	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	<del>#</del> 50,000.00	<del>#</del> 50,000.00
23.	Side Slope Grading/ Excavation and Truck to Port of Long Beach	410	CY	<del>#</del> 55.00	<del>#</del> 22,550.00
24.	(S) Mechanical Dredge and Truck to Port of Long Beach	34,250	CY	<del>#</del> 69.00	<del>#</del> 2,363,250.00
25.	(S) Sediment Treatment	32,100	CY	<del>#</del> 65.00	<del>#</del> 2,086,500.00
<b>Additive 2 Total</b>					<b># 4,622,300.00</b>

**Additive 2 ALTERNATE A – Central Lagoon East of Lagoon Centerline Station 19 and  
North Arm ADDED DEPTH**

26.	Mobilization/ Demobilization/Site Preparation	1	LS	<del>#</del> 50,000.00	<del>#</del> 50,000.00
27.	Stormwater Pollution Prevention Plan (SWPPP)	1	LS	<del>#</del> 50,000.00	<del>#</del> 50,000.00
28.	Side Slope Grading and Barge to Port of Long Beach	410	CY	<del>#</del> 55.00	<del>#</del> 22,550.00
29.	(S) Mechanical Dredge and Barge to Port of Long Beach	34,250	CY	<del>#</del> 72.00	<del>#</del> 2,466,000.00
30.	(S) Sediment Treatment	32,100	CY	<del>#</del> 65.00	<del>#</del> 2,086,500.00
<b>Additive 2 ALTERNATE A Total</b>					<b># 4,675,050.00</b>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
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**Additive 3**

31.	(S) Electrical Service Connection for Irrigation	1	LS	<del>#</del> 45,000.00	<del>#</del> 45,000.00
32.	Water Line Connection for Irrigation	1	LS	<del>#</del> 30,000.00	<del>#</del> 30,000.00

**Additive 3 Total**

~~#~~ 75,000.00

**Additive 4**

33.	(S) Irrigation	1	LS	<del>#</del> 50,000.00	<del>#</del> 50,000.00
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**Additive 5**

34.	(S) Planting	1	LS	<del>#</del> 50,000.00	<del>#</del> 50,000.00
-----	--------------	---	----	------------------------	------------------------

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

The following information will be used for statistical analysis only.

Is the Bidder a certified UDBE, DBE or SBE? No Indicate which N/A  
 Is the Bidder a Minority-Owned Business? No Which racial minority? N/A  
 Is the Bidder a Women-Owned Business? No  
 Is the Bidder a Long Beach-based Business? No

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

Construction Bid Board



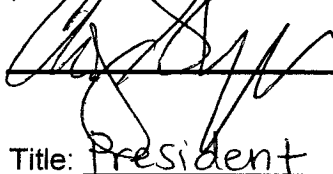
WORKERS' COMPENSATION CERTIFICATION

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:

ALS Construction Company

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

  
\_\_\_\_\_

Title: President

Date: 8/2/11

**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: WC 1612756
- B. Name of Insurer (NOT Broker): Chartis Insurance
- C. Address of Insurer: PO Box 25977, Shawnee Mission, KS 6622
- D. Telephone Number of Insurer: (877) 802-5246

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

- A. VIN (Vehicle Identification Number): 3D7K528L466110737  
307K529L666278235  
3D6WR28L576759124
- B. Automobile Liability Insurance Policy Number: BA81269516
- C. Name of Insurer (NOT Broker): Netherlands Insurance Co.
- D. Address of Insurer: 196 S. 1<sup>st</sup> St., Ventura, CA 93007
- E. Telephone Number of Insurer: 805-585-6100

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: 15

5) Estimated total wages to be paid those workers: \$ 1.5 million

6) Dates (or schedule) when those wages will be paid: Weekly

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

7) Estimated total number of independent contractors to be used on this Contract: N/A

8) Taxpayer's Identification Number: [REDACTED]

**LIST OF SUBCONTRACTORS**

**EXHIBIT D**

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 Etrac Engineering Type of Work Hydrographic Survey  
 Address 637 Lindero St. #100  
 City San Rafael, CA 94901 Dollar Value of Subcontract \$ 200,000 - \$ 250,000  
 Phone No. 415-462-0421  
 License No. \_\_\_\_\_

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

Name Ahtna Engineering Type of Work Treatment  
 Address 560 E. 34th St. #101  
 City Anchorage, AK 99503 Dollar Value of Subcontract \$ 1,000,000  
 Phone No. 907-561-2705  
 License No. \_\_\_\_\_

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

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

## **APPENDIX A**

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

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY AIS Construction Company		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street) 1110 Eugenia Place, Suite 200		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE Carpinteria, CA 93013		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address) Same as Above		
CITY, STATE, & ZIP CODE		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE Same as Above

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

SIGNATURE 	TITLE President
NAME (typed or printed) Andrew Sheaffer	DATE 11/8/11

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENT: That we, AIS Construction Company, as PRINCIPAL, and Arch Insurance Company, located at 21688 Gateway Center Dr, Diamond Bar Ca 91765, a corporation, incorporated under the laws of the State of Missouri 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 Three Million Six Hundred Twenty Three Thousand Six Hundred Fifty and No/100 DOLLARS (\$ 3,623,650.00 ), 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 present

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 Restoration & Improvements of Colorado Lagoon 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 9th day of November, 20 11.

AIS Construction Company  
CONTRACTOR/PRINCIPAL  
By: [Signature]  
Name: Andrew Sheaffer  
Title: President  
By: [Signature]  
Name: Linda Sheaffer  
Title: Secretary

Arch Insurance Company  
SURETY, admitted in California  
By: [Signature]  
Name: M. Linda Terry  
Title: Attorney-in-Fact  
Telephone: (805) 585-6100

Approved as to form this 16<sup>th</sup> day of November, 20 11

Approved as to sufficiency this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

ROBERT E. SHANNON, City Attorney  
By: [Signature] Deputy

By: [Signature] 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 acknowledgement 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, CA Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

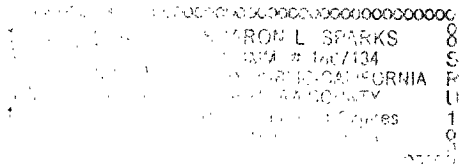
On 11/9/2011 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

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.



*Sharon L. Sparks*

Signature of Notary Public

**OPTIONAL**

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

- TITLES(S)
- PARTNERS
  - LIMITED
  - GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE



State of California )  
County of Santa Barbara )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On November 9, 2011 before me, M. Sanchez,  
(here insert name and title of the officer)

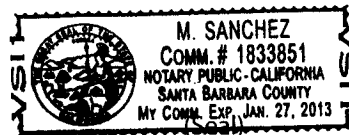
personally appeared Andrew Sheaffer, Linda Sheaffer

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 M Sanchez



## 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 1 pages, and dated November 9, 2011.

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

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s)

Andrew Sheaffer, President  
Linda Sheaffer, 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

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

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)
- Signer(s) Thumbprint(s)
- \_\_\_\_\_

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, AIS Construction Company  
Arch Insurance Company, as PRINCIPAL, and  
Arch Insurance Company, located at 21688 Gateway Center Dr, Diamond Bar Ca 91765  
Missouri, a corporation, incorporated under the laws of the State of  
Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of \_\_\_\_\_  
Three Million Six Hundred Twenty Three Thousand Six Hundred Fifty and No/100  
DOLLARS (\$3,623,650.00), 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 present

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 Restoration & Improvements of Colorado Lagoon  
and is required 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 the work or labor required to be done  
thereunder, 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.

This bond shall insure 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 9th day of November, 20 11.

AIS Construction Company  
CONTRACTOR/PRINCIPAL

By: [Signature]  
Name: Andrew Sheaffer

Title: President

By: [Signature]

Name: Linda Sheaffer

Title: Secretary

Approved as to form this 16th day  
of November, 20 11.

ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Deputy

Arch Insurance Company  
SURETY, admitted in California

By: [Signature]  
Name: M. Linda Terry

Title: Attorney-in-Fact

Telephone: (805) 585-6100

Approved as to sufficiency this \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_.

By: [Signature]  
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 acknowledgement 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, CA Corp. Code,  
then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

State of: California  
County of Ventura

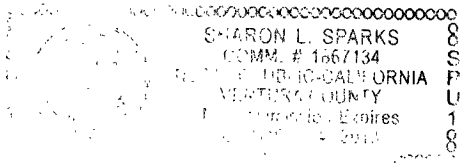
On 11/9/2011 before me, Sharon L. Sparks, Notary Public,

personally appeared M. Linda Terry,

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.



Sharon L. Sparks  
Signature of Notary Public

**OPTIONAL**

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

**CAPACITY CLAIMED BY SIGNER**

**DESCRIPTION OF ATTACHED DOCUMENT**

- INDIVIDUAL
- CORPORATE OFFICER

TITLES(S)  
 PARTNERS     LIMITED  
 GENERAL

TITLE OR TYPE OF DOCUMENT

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER

NUMBER OF PAGES

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

DATE OF DOCUMENT

\_\_\_\_\_

SIGNER(S) OTHER THAN NAMED ABOVE

State of California )  
County of Santa Barbara )

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On November 9, 2011 before me, M. Sanchez  
(here insert name and title of the officer)

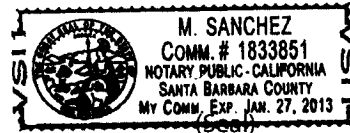
personally appeared Andrew Sheaffer, Linda Sheaffer

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 M. Sanchez



### 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 and Maternal Bond containing 1 pages, and dated November 9, 2011.

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

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) Andrew Sheaffer, President  
Linda Sheaffer, 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

Proved to me on the basis of satisfactory evidence.  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

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

\_\_\_\_\_

## POWER OF ATTORNEY

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

M. Linda Terry, Shirley Rhoads, Kip Keller, H. Randall Kinsling, Steven W. Carter, Sondra L. Stanley, Timothy B. Maudsley and Judith M. Diaz of Ventura, CA (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of August, 2011.

Arch Insurance Company

Attested and Certified



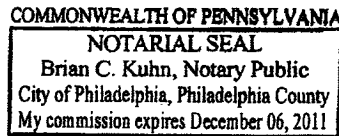
*Martin J. Nilsen*  
Martin J. Nilsen, Secretary

*J. Michael Pete*  
J. Michael Pete, Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Brian C. Kuhn, a Notary Public, do hereby certify that Martin J. Nilsen and J. Michael Pete personally known to me to be the same persons whose names are respectively as Secretary and Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



*Brian C. Kuhn*  
Brian C. Kuhn, Notary Public  
My commission expires 12-06-2011

CERTIFICATION

I, Martin J. Nilsen, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 24, 2011 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said J. Michael Pete, who executed the Power of Attorney as Vice President, was on the date of execution of the attached Power of Attorney the duly elected Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 9<sup>th</sup> day of November, 2011.

*Martin J. Nilsen*  
Martin J. Nilsen, Secretary

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

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Surety  
3 Parkway, Ste. 1500  
Philadelphia, PA 19102

