

CONTRACT

31981

THIS CONTRACT is made and entered, in duplicate, as of December 22, 2010 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 December 14, 2010, by and between EDGE DEVELOPMENT, INC., a California corporation ("Contractor"), whose address is 27368 Via Industria, Suite 101, Temecula, California 92590, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Construction of Phase I Improvements to the Terminal Area at the Long Beach Airport in the City of Long Beach, California," bids were received, publicly opened on November 24, 2010 and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans & Specifications No. R-6874;

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-6874 for Construction of Phase I Improvements to the Terminal Area at the Long Beach Airport in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Construction of Phase I Improvements to

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

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

6 3. CONTRACT DOCUMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

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

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

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

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

1 Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EDGE DEVELOPMENT, INC., a California
corporation

By JAN. 11, 2011

President
Stephen S. Prophet
Type or Print Name

By Jan. 11, 2011

Secretary
K. Dayne Wagener
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal
corporation Assistant City Manager

By Jan 27, 2011

City Manager
EXECUTED PURSUANT
SECTION 301 OF
THE CITY CHARTER.

"City"

This Contract is approved as to form on 1/25

2011.

ROBERT E. SHANNON, City Attorney
By _____
Deputy

EDGE DEVELOPMENT, INC.

a California corporation

**ACTIONS BY BOARD OF DIRECTORS
WITHOUT A MEETING
BY UNANIMOUS WRITTEN CONSENT
(Annual Board of Directors Meeting)**

Pursuant to the California Corporations Code and the Bylaws of Edge Development, Inc., ("Corporation") the undersigned, being all of the Directors of the Corporation, unanimously authorize and consent to the following resolutions and actions of the Board of Directors, without a meeting of the Directors of the Corporation:

WHEREAS, the undersigned Directors are desirous of electing Officers in accordance with the annual Board of Directors meeting procedures of the Corporation;

IT IS, THEREFORE, RESOLVED, the following individuals are elected to the specified position opposite their names and shall serve until the next annual meeting of the Directors of the Corporation, or until their successors are duly elected and qualified;

Name

Office

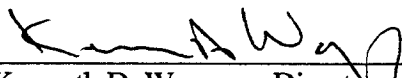
K. Dayne Wagoner
Stephen S. Prophet
Kathi A. Richards
Stephen D. Rogers
Al Calvet
Mark Stinnett

Chief Executive Officer and Secretary
Chief Operations Officer and President
Chief Financial Officer
Executive Vice President
Senior Vice President
Senior Vice President

WHEREAS, the undersigned Directors are desirous of confirming the state of affairs of the Corporation and its activities since the last annual meeting of the Directors;

IT IS, THEREFORE, RESOLVED, all actions of the Officers of the Corporation subsequent to the last annual meeting of the Directors are hereby affirmed, ratified and approved.

DATED: March 22, 2010


Kenneth D. Wagoner, Director


Stephen S. Prophet, Director

EXHIBIT “A”

Contractor’s Bid

(This Contract Includes the Base Bid Plus
Additive Alternates A, B, C, D, E and I)

BIDDER'S NAME: EDGE Development, Inc.

BID TO THE CITY OF LONG BEACH

Construction of Phase I Improvements to the Terminal Area at the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 24, 2010, 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 the Plans (B-4523) & Specifications No. R-6874 at the following prices:

BASE BID – CONSTRUCTION OF IMPROVEMENTS TO THE TERMINAL AREA					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	General Conditions	1	LS	149,772.00	149,772.00
2.	Mobilization/Demobilization	1	LS	416,544.00	416,544.00
3.	SWPPP Implementation (BMP's)	1	LS	26,034.00	26,034.00
4.	North Holdroom Construction	1	LS	9405,000.00 9,505,000.00	9405,000.00 9,505,000.00 m.s
5.	Temporary Trailer Facility (N1) Remodel	1	LS	47,000.00	47,000.00
6.	South Holdroom Construction	1	LS	337,000.00	337,000.00
7.	Covered Garden Construction	1	LS	1,809,000.00	1,809,000.00
8.	Temporary Trailer Facility (N1) Removal Preparation	1	LS	45,000.00	45,000.00
9.	Temporary Trailer Facility (S2) Removal Preparation	1	LS	15,000.00	15,000.00
10.	Existing Baggage System Modifications (Specialty Item)	1	LS	36,718.00	36,718.00
11.	Miscellaneous Site Work	1	LS	1,500,000.00	1,500,000.00
12.	Fixed Seating Unit	154	EA	2,932.00	451,609.00
13.	Interior PTZ-IP Camera (Specialty Item)	7	EA		24,743.00
14.	Interior Fixed-IP Camera (Specialty Item)	14	EA		59,982.00
15.	Exterior PTZ-IP Camera (Specialty Item)	10	EA		46,393.00
16.	Exterior Fixed-IP Camera (Specialty Item)	15	EA		35,615.00
17.	Linear Metal Ceiling	7,590	SF		119,756.00
18.	Over Excavation	20,000	CY	4.18	83,725.00

BASE BID - CONSTRUCTION OF IMPROVEMENTS TO THE TERMINAL AREA					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
19.	Select Fill	23,500	CY	7.77	182,806.00
20.	Contingency Allowance	1	ALLOW	\$100,000.00	\$100,000.00
21.	Software Modification Allowance (Specialty Item)	1	ALLOW	\$569,250.00	\$569,250.00
TOTAL BASE BID (ITEMS 1-21) 19,781,880.00					

ADDITIVE ALTERNATE A - BAGGAGE MAKEUP CAROUSEL RELOCATION					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
22.	New Baggage Makeup Canopy Construction	1	LS	512,349.00	512,349.00
23.	New Baggage Conveyor Installation (Specialty Item)	1	LS	280,461.00	280,461.00
24.	Existing Baggage Conveyor Modification and Relocation (Specialty Item)	1	LS	13,355.00	13,355.00
25.	Existing Baggage Carousel Relocation (Specialty Item)	1	LS	40066.00	40066.00
26.	Salvage Existing Baggage Makeup Canopy (Specialty Item)	1	LS	17,963.00	17,963.00
27.	Exterior PTZ-IP Camera (Specialty Item)	2	EA		6186.00
TOTAL ADDITIVE ALTERNATE A (ITEMS 22-27) 870,382.00 19,881,880.00 M.S					

ADDITIVE ALTERNATE B - SECURITY SCREENING CHECKPOINT					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
28.	Existing Security Screening Checkpoint (S1) Demolition	1	LS	38,322.00	38,322.00
29.	Security Screening Checkpoint Construction	1	LS	2,600,000.00	2,600,000.00
30.	Existing Security Control Panel Relocation	1	LS	2,499.00	2,499.00
31.	Composure Garden Construction	1	LS	350,000.00	350,000.00

ADDITIVE ALTERNATE B - SECURITY SCREENING CHECKPOINT					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
32.	Interior Fixed-IP Camera (Specialty Item)	15	EA	28117.00 18117.00	28117.00
33.	Exterior PTZ-IP Camera (Specialty Item)	3	EA		9,279.00
34.	Exterior Fixed-IP Camera (Specialty Item)	7	EA		13,121.00
35.	Linear Metal Ceiling	7,370	SF	20.12	148,311.00
36.	Over Excavation	3,500	CY	4.18	14,652.00
37.	Select Fill	3,500	CY	7.77	27,226.00
TOTAL ADDITIVE ALTERNATE B (ITEMS 28-37) 3,231,527.00					

ADDITIVE ALTERNATE C - SOUTH CANOPY DEMOLITION					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
38.	Existing Canopy Demolition	1	LS	9,581.00	9,581.00
39.	Motor Control Panel Canopy Construction	1	LS	60,000.00	60,000.00
40.	Existing Baggage Conveyor Modification (Specialty Item)	1	LS	26,560.00	26,560.00
TOTAL ADDITIVE ALTERNATE C (ITEMS 38-40) 96,140.00					

ADDITIVE ALTERNATE D - MEETERS AND GREETERS PLAZA					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
41.	Meeters and Greeters Plaza Construction	1	LS	762,000.00	762,000.00
42.	Over Excavation	2,000	CY	4.18	8,373.00
43.	Select Fill	2,000	CY	7.77	15,558.00
TOTAL ADDITIVE ALTERNATE D (ITEMS 41-43) 785,930.00					

ADDITIVE ALTERNATE E - WALKWAY CANOPY					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
44.	Walkway Canopy Construction	1	LS	350,000.00	350,000.00
45.	Screen Wall Construction	1	LS	351,000.00	351,000.00
TOTAL ADDITIVE ALTERNATE E (ITEMS 44-45) 701,000.00					

ADDITIVE ALTERNATE F - SECURITY SCREENING CHECKPOINT (S1) REMODEL					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
46.	Existing Security Screening Checkpoint (S1) Remodel	1	LS	371,000.00	371,000.00
47.	Composure Garden Construction	1	LS	831,000.00	831,000.00
48.	Interior PTZ-IP Camera (Specialty Item)	1	EA		3,093.00
49.	Interior Fixed-IP Camera (Specialty Item)	19	EA		35,615.00
50.	Exterior PTZ-IP Camera (Specialty Item)	5	EA		15,464.00
51.	Exterior Fixed-IP Camera (Specialty Item)	5	EA		15,464.00
TOTAL ADDITIVE ALTERNATE F (ITEMS 46-51) 1,271,636.00					

ADDITIVE ALTERNATE G - PHOTOVOLTAIC (PV) PANEL ARRAYS					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
52.	North Photovoltaic Panel Array Installation (Specialty Item)	1	LS	145,776.00 145,776.00 143,708.00	145,776.00 145,776.00 143,708.00
53.	North PV Electrical Equipment Installation (Specialty Item)	1	LS	32,282.00 32,282.00 32,282.00	32,282.00 32,282.00 32,282.00
54.	North Photovoltaic Panel Cabling Installation (Specialty Item)	1	LS	14579.00	14579.00
55.	South Photovoltaic Panel Array Installation (Specialty Item)	1	LS	111,426.00	111,426.00
56.	South PV Electrical Equipment Installation (Specialty Item)	1	LS	18,744.00	18,744.00

57.	South Photovoltaic Panel Cabling Installation (Specialty Item)	1	LS	8331.00	8,331.00
TOTAL ADDITIVE ALTERNATE G (ITEMS 52-57)					331,138.00 381,138.00 m.s

ADDITIVE ALTERNATE H - MULTI-USER FLIGHT INFORMATION DISPLAY SYSTEM					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
58.	Installation of MUFIDS Monitors	1	LS	251,676.00	251,676.00
59.	Installation of MUFIDS Workstations (Specialty Item)	1	LS	83,309.00	83,309.00
60.	Installation of MUFIDS Data and Electrical Cabling (Specialty Item)	1	LS	15,620.00	15,620.00
TOTAL ADDITIVE ALTERNATE H (ITEMS 58-60)					350,605.00

ADDITIVE ALTERNATE I - TEMPORARY HOLDROOM TRAILER FACILITY (S3)					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
61.	Design-Build Utility Connections	1	LS	52068.00	52068.00
62.	Supply Temporary Holdroom Trailer Facility (S3)	1	LS	556,087.00	556,087.00
63.	Temporary Trailer Facility (S3) Removal Preparation	1	LS	10,414.00	10,414.00
64.	Base Bid - Alternate Phasing Credit	1	LS	-31,241.00	-31,241.00
TOTAL ADDITIVE ALTERNATE I (ITEMS 61-64)					587,327.00

TOTAL AMOUNT BID - SUMMARY	
BASE BID	19,831,520.⁰⁰ ^{MS} 19,781,880. ⁰⁰
ADDITIVE ALTERNATE A	1,131,527.⁰⁰ ^{MS} 870,382. ⁰⁰
ADDITIVE ALTERNATE B	3,231,527. ⁰⁰
ADDITIVE ALTERNATE C	96,140. ⁰⁰
ADDITIVE ALTERNATE D	785,930. ⁰⁰
ADDITIVE ALTERNATE E	701,000. ⁰⁰
ADDITIVE ALTERNATE F	1,271,636. ⁰⁰
ADDITIVE ALTERNATE G	381,138.⁰⁰ ^{MS} 331,138. ⁰⁰
ADDITIVE ALTERNATE H	350,605. ⁰⁰
ADDITIVE ALTERNATE I	587,327.⁰⁰ ^{MS}
TOTAL (BASE BID PLUS ALL ALTERNATES)	28,575,565.⁰⁰ ^{MS} 28,057,565. ⁰⁰

Where did your company first hear about this City of Long Beach – Airport project?

EDGE Development, Inc. saw an ad on McGraw Hill Construction for the original
bid on September 20th; for the rebid of the Phase 1 Improvements to the Terminal
Area at the Long Beach Airport we received a letter and an e-mail.

EXHIBIT B - Workers' Compensation Certificate

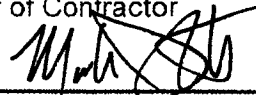
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

EDGE Development, Inc.

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



Mark Stinnett

Title: Senior Vice President

Date: October 11, 2010

**EXHIBIT C - Information to Comply with Labor
Code Section 2810**

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

To comply with Labor Code Sec. 2810, Contractor shall complete and submit this Information Sheet which shall be incorporated into and be a part of the Contract:

1) Workers' Compensation Insurance:

- A. Policy Number: 71PKG2175202
- B. Name of Insurer (**NOT** Broker): Gallagher Construction Service
- C. Address of Insurer: One Market Plaza, Spear Tower; Suite 200
San Francisco, CA 94105
- D. Telephone Number of Insurer: 800-500-7202

2) For vehicles owned by Contractor and used in performing work under this Contract: Please see Attachment B.

- A. VIN (Vehicle Identification Number): TBD
- B. Automobile Liability Insurance Policy Number: 71PKG2175202
- C. Name of Insurer (**NOT** Broker): Gallagher Construction Services
- D. Address of Insurer: One Market Plaza, Spear Tower, Suite 200,
San Francisco, CA 94105
- E. Telephone Number of Insurer: 800-500-7202

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: 17

5) Estimated total wages to be paid those workers: 7,000,000

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: 0

8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D - List of Subcontractors

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name 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 subcontractor'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 HOWARD CONSIDER Type of Work Demolition .1
Address _____
City SHARADITA HAWAIIAN GARDENS Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

✓ Name HOWARD CONSIDER Type of Work Earthwork .2
Address _____
City SHARADITA HAWAIIAN GARDENS Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

✓ Name WESTERN PAVING Type of Work ASPHALT PAVING 2A.
Address _____
City IRWINDALE Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

✓ Name MARIAH Type of Work Landscaping .3
Address _____
City ANAHEIM Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

LIST OF SUBCONTRACTORS

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

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

Name	<u>HARRIS ROYAL</u>	Type of Work	<u>Concrete Reinforcement</u> .4
Address	_____		_____
City	<u>POMONA</u>	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

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

Name	_____	Type of Work	<u>MS</u> <u>Site Concrete</u> .5
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

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

LIST OF SUBCONTRACTORS

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

Name _____ Type of Work ms Polished Concrete Finishing .6
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

Name T & M Type of Work Structural Steel .7
Address _____
City TREMONTON, UTAH Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

Name ms McIntyre Awning Johnson Type of Work Metal Floor and Roof Deck .8
Address _____
City ms Pomona City of Industry Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

LIST OF SUBCONTRACTORS

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

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

Name	<u>PACIFIC</u>	Type of Work	<u>Interior Architectural Woodwork</u> .9
Address	_____		_____
City	<u>BREA</u>	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

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

Name	<u>R & J SHEET METAL</u>	Type of Work	<u>Metal Wall and Roof Panels & SHEET METAL FLASHING & TRIM</u> .10
Address	_____		_____
City	<u>FOUNTAIN VALLEY</u>	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

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

LIST OF SUBCONTRACTORS

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

Name _____ Type of Work MS ~~Sheet Metal Flashing and Trim~~ .11
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name Rd J SHURT MTL. Type of Work Column Covers MS MS 11.1
Address _____
City FOUNTAIN VALLEY Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

✓ Name F. RODGERS Type of Work Thermoplastic Membrane Roofing .12
Address _____
City CORONA Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

Name CORONA ALUMINUM Type of Work Curtain Walls/Glazing Entrance
Address _____ Doors .13
City RIVERSIDE Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

LIST OF SUBCONTRACTORS

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

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

Name	_____	Type of Work	<u>MS</u> Applied Fireproofing	. 14
Address	_____		_____	
City	_____	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

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

Name	_____	Type of Work	<u>MS</u> Portland Cement Plastering	. 15
Address	_____		_____	
City	_____	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

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

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor'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 HARBOCK McKENNEY DAYTON Type of Work Metal Framing and Gypsum Board .16
FIRE PROOFING & PLASTER
Address _____
City ANAHEIM YORBA LINDA Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

Name CONTINENTAL MARBLE Type of Work Tiling .17
Address _____
City CORONA Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

Name H.M. CARPET Type of Work Flooring .18
Address _____
City CARSON Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

LIST OF SUBCONTRACTORS

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

Name	<u>H.M. CARPET</u>	Type of Work	<u>FLOORING</u>	<u>18</u>
Address	_____			
City	<u>GARDENA</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			
Name	<u>TRIUMPH PAINTING</u>	Type of Work	<u>Painting</u>	<u>.19</u>
Address	_____			
City	<u>BALDWIN</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			
Name	<u>TRIUMPH PAINTING</u>	Type of Work	<u>PAINTING</u>	<u>19</u>
Address	_____			
City	<u>RIVERSIDE</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			
Name	_____	Type of Work	<u>Signage</u>	<u>.20</u>
Address	_____			
City	_____	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			
Name	_____	Type of Work	_____	
Address	_____			
City	_____	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor'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 ARCONAS Type of Work Fixed Seating .21

Address _____

City ONTARIO, CANADA Dollar Value of Subcontract \$ _____

Phone No. _____

License No. _____

Name _____ Type of Work _____

Address _____

City _____ Dollar Value of Subcontract \$ _____

Phone No. _____

License No. _____

Name RFP INCORPORATED Type of Work Fire Sprinkler System .22

Address _____

City HUNTINGTON BEACH Dollar Value of Subcontract \$ _____

Phone No. _____

License No. _____

Name _____ Type of Work _____

Address _____

City _____ Dollar Value of Subcontract \$ _____

Phone No. _____

License No. _____

Name BLOIS Type of Work Site Utilities .23

Address _____

City Oxnard Dollar Value of Subcontract \$ _____

Phone No. _____

License No. _____

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor'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	_____	Type of Work	_____
Address	_____		_____
City	_____	Dollar Value of Subcontract	\$ _____
Phone No.	_____		
License No.	_____		

Name	<u>BEANER PLUMBING</u>	Type of Work	<u>Plumbing System</u>	.24
Address	_____		_____	
City	<u>PARAMOUNT</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

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

Name	<u>SIGMA MECHANICAL</u>	Type of Work	<u>HVAC System</u>	.25
Address	_____		_____	
City	<u>SANTA FE SPRINGS</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

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

LIST OF SUBCONTRACTORS

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

~~RAW ELECTRIC~~
Name NEUBAUER ELIZ Type of Work Electrical Systems .26
Address _____
City ~~ALHAMBRA~~ EMERSON GROVE Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name COMMUNIC. CONTROLS Type of Work Communication & Security 26.A
Address _____
City VALENCIA Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name RAW ELECTRIC Type of Work ~~PHOTOVOLTAIC COLLECTION SYSTEM~~ Photovoltaic Collection System 27
Address _____
City RIVERSIDE Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name SIMPLEX GRINNELL Type of Work FIRE Alarm 27.A
Address _____
City ORANGE Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name HORSLEY CO. Type of Work Baggage Handling System .28
Address _____
City SALT LAKE CITY, UT Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

LIST OF SUBCONTRACTORS

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

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

Name	<u>COMMERCIAL INTERIORS</u>	Type of Work	<u>LINEAR MTL. CEILING</u>	29
Address	_____		_____	
City	<u>N. HOLLYWOOD</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

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

Name	<u>DIRECT A.V.</u>	Type of Work	<u>VISUAL DISPLAY</u>	30
Address	_____		_____	
City	<u>HAWTHORNE</u>	Dollar Value of Subcontract	\$ _____	
Phone No.	_____			
License No.	_____			

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

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor'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 Accorn MS Fence Type of Work CHAIN LINK FENCE & GATES 3'
Address _____
City MS SUN VALLEY Dollar Value of Subcontract \$ _____
Phone No. _____
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. _____

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. _____

EXHIBIT “E”

Letter of Assent



January 10, 2011

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

Serial No: 10021-0003

Attn: **PLA Administrator**

Re: City of Long Beach Project Labor Agreement

Dear Sir:

This is to confirm that EDGE Development, Inc. (this "Company") agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective October 7, 2010, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend all work covered by the Agreement undertaken by this Company on the Project pursuant to Plans & Specifications No. R-6874. This Company shall require all of its subcontractors of whatever tier to become similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

EDGE Development, Inc.

Steve Rogers
Executive Vice President

SR/mj

pc: File
 Jobsite



January 10, 2011

City of Long Beach
333 West Ocean Blvd., 9th Floor
Long Beach, CA 90802

Via Golden State Overnight
Fax: (562) 570-6012
Serial No: 10021-0002

Attn: **Teri A. Luce**

RE: Project No. 10021
Long Beach Airport Terminal - Phase I Improvements
4100 E. Donald Douglas Drive
Long Beach, CA 90808

Dear Ms. Luce:

Enclosed are the executed contract documents, bonds and insurance for the subject project. Since the contract does not specify an amount or which alternates have been awarded, we are including this letter to memorialize our understanding of the contract amount. Based on the bid analysis and City Counsel agenda item summary you have provided, the contract amount is \$24,757,741.00, which includes Additive Alternates A, B, C, D, E & I. This contract amount does not include the \$3,713,661.00 of contingency mentioned in the City Counsel agenda item summary. EDGE is entering into the contract with the understanding that the foregoing is correct.

Should the City disagree with this statement, please contact the undersigned immediately. EDGE sincerely appreciates the opportunity to construct the new Long Beach Terminal Improvement project and looks forward to working with the City's staff in its successful completion.

Sincerely,

EDGE Development, Inc.

Steve Rogers
Executive Vice President

SR/mj

pc: Rick Afenir, Construction Manager, EDGE Development, Inc.
Mark Stinnett, Senior Vice President, EDGE Development, Inc.
Dayne Wagoner, President/CEO, EDGE Development, Inc.
Kathi Richards, CFO, EDGE Development, Inc.
Wayne San Filippo, P.E., Mendoza and Associates
Jeffrey Sedlak, City of Long Beach

BOND FOR FAITHFUL PERFORMANCE

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

EDGE Development, Inc., a California corporation

By: [Signature]

Name: Stephen S. Prophet
Title: President/COO

By: [Signature]

Name: K. Dayne Wagener
Title: Secretary/CEO

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

ROBERT E. SHANNON, City Attorney

By: [Signature]

Deputy City Attorney

Safeco Insurance Company of America
SURETY, admitted in California

By: [Signature]

Name: Janina Monroe
Title: Attorney-In-Fact
Telephone: (949) 252-4400

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

By: [Signature]

City Manager/City Engineer

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

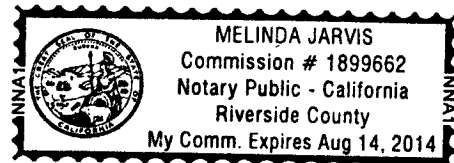
State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Jan. 11, 2011 before me, Melinda Jarvis, a Notary Public, personally appeared, Stephen S. Prophet & K. Dagne Waggoner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature Melinda Jarvis

(Seal)

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing 4 pages, and dated Jan. 5, 2011

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

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

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

Additional Information

Method of Signer Identification

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

Identification is detailed in notary journal on:

Page # 35 Entry # 142

Notary contact: (951) 296-0760

Other

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

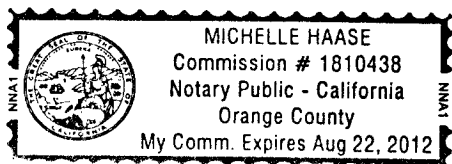
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

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

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



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature Michelle Haase
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

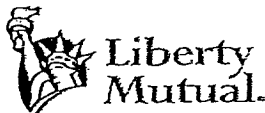
Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



POWER
OF ATTORNEY

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

No. 11614

KNOW ALL BY THESE PRESENTS:

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

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

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

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

this 21st day of March, 2009

Dexter R. Legg

Dexter R. Legg, Secretary

TAMIKOLAJEWSKI

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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

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

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

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

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

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

this JAN 05 2011 day of



Dexter R. Legg

Dexter R. Legg, Secretary

*Executed In Duplicate Original

LABOR AND MATERIAL BOND

Bond No.: 6474087

Premium: Included in Cost of
Performance Bond.

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

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

EDGE Development, Inc., a California corporation
Contractor

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

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

Approved as to form this 25th day
of January, 2011.
ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy City Attorney

Safeco Insurance Company of America
SURETY, admitted in California

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

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

By: [Signature]
City Manager/City Engineer

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

State of California)
County of Riverside)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Jan. 11, 2011 before me, Melinda Jarvis, a Notary Public, personally appeared, Stephen S. Raphael & K. Dagne Wagner, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.



Signature

Melinda Jarvis

(Seal)

OPTIONAL INFORMATION

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

Description of Attached Document

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

containing 4 pages, and dated Jan. 5, 2011

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

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

Resident

Title(s)

Secretary

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

representing: _____

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

Additional Information

Method of Signer Identification

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

Identification is detailed in notary journal on:

Page # 35 Entry # 3:4

Notary contact (951) 296-0776

Other

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA

County of Orange

On JAN 05 2011

Date

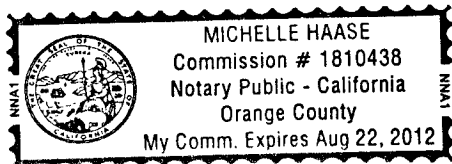
before me, Michelle Haase, Notary Public

Here Insert Name and Title of the Officer

personally appeared

Janina Monroe

Name(s) of Signer(s)



Place Notary Seal Above

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

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

Witness my hand and official seal.

Signature

Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here



POWER
OF ATTORNEY

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

No. 11614

KNOW ALL BY THESE PRESENTS:

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

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

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

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

this 21st day of March 2009

Dexter R. Legg

TAMIKOLAJEWSKI

Dexter R. Legg, Secretary

Timothy A. Mikolajewski, Vice President

CERTIFICATE

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

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

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

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

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

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

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

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

this JAN 05 2011 day of



Dexter R. Legg

Dexter R. Legg, Secretary