

CONTRACT

35403

THIS CONTRACT is made and entered, in duplicate, as of October 9, 2019 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 October 8, 2019, by and between COFFMAN SPECIALTIES, INC., a California corporation ("Contractor"), whose address is 9685 Via Excelencia, Suite 200, San Diego, California 92126, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Improvements to Taxiway C at the Long Beach Airport in the City of Long Beach, California, dated July 3, 2019, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7139;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7139 for Improvements to Taxiway C 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 Improvements to Taxiway C at the Long Beach

1 Airport in the City of Long Beach, California, attached hereto as Exhibit "A";  
2 provided, however, that the total compensation to Contractor shall not exceed the  
3 maximum cumulative amount of Twenty-Two Million Nine Hundred Twenty  
4 Thousand Dollars (\$22,920,000) for the estimated quantities established in the Bid,  
5 subject to additions or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,  
11 Project Specifications No. R-7139 (which may include by reference the Standard  
12 Specifications for Public Works Construction, latest edition, and any supplements  
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
14 Plans; Project Drawing No. B-4752 for this work; the California Code of Regulations;  
15 the various Uniform Codes applicable to trades; the prevailing wage rates;  
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
18 Contract and all documents attached hereto or referenced herein including but not  
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
20 Proceed; Notice of Completion; any addenda or change orders issued in  
21 accordance with the Standard Specifications; any permits required and issued for  
22 the work; approved final design drawings and documents; and the Information  
23 Sheet. These Contract Documents are incorporated herein by the above reference  
24 and form a part of this Contract.

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

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

7 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
8 to be specified in a written Notice to Proceed from City and shall complete all work within  
9 four hundred twenty (420) calendar days thereafter, subject to strikes, lockouts and events  
10 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
11 damage if the work is not completed within the time stated, but those damages would be  
12 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
13 damages, the amount stated in the Contract Documents.

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

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

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

28 8. CLAIMS. Contractor shall, upon completion of the work, deliver

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

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

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

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

19 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing  
20 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)  
21 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
22 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
23 work done by Contractor, or any subcontractor, under this Contract.

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any Federal or  
26 State authority, Contractor shall accept as full and complete compensation under  
27 this Contract such amount of money as will equal the product of multiplying the  
28 Contract price stated herein by the percentage of work completed by Contractor as

1 of the date of such termination, and for which Contractor has not been paid. If the  
2 work is so terminated, the City Engineer, after consultation with Contractor, shall  
3 determine the percentage of work completed and the determination of the City  
4 Engineer shall be final.

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

12 13. NOTICES.

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

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

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

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

7           16.    CERTIFIED PAYROLL RECORDS.

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

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

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

1 and subcontractors.

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

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

13 19. TAXES AND TAX REPORTING.

14 A. As required by federal and state law, City is obligated to and  
15 will report the payment of compensation to Contractor on Form 1099-Misc.  
16 Contractor shall be solely responsible for payment of all federal and state taxes  
17 resulting from payments under this Contract. Contractor shall submit Contractor's  
18 Employer Identification Number (EIN), or Contractor's Social Security Number if  
19 Contractor does not have an EIN, in writing to City's Accounts Payable, Department  
20 of Financial Management. Contractor acknowledges and agrees that City has no  
21 obligation to pay Contractor until Contractor provides one of these 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 and  
27 submit to the appropriate governmental entity the form in Appendix "A" attached  
28 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or

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

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

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

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



1 assistance with the form.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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

COFFMAN SPECIALTIES, INC., a California corporation

10/10, 2019

By [Signature]  
Name Colleen Coffman  
Title President

10/10, 2019

By [Signature]  
Name Cynthia Sargent  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

11/1, 2019

By [Signature]  
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on October 30, 2019.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego } ss.

On 10/10/2019 before me, Chris Rehwaldt, Notary Public  
(here insert name and title of the officer)  
personally appeared Colleen Coffman

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.

Seal



WITNESS my hand and official seal.

*Chris Rehwaldt*  
\_\_\_\_\_  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

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# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

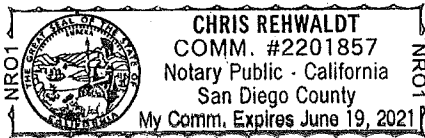
State of California }  
County of San Diego } ss.

On 10/10/2019 before me, Chris Rehwaldt, Notary Public  
(here insert name and title of the officer)  
personally appeared Cynthia Sargent

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.

Seal



WITNESS my hand and official seal.

*Chris Rehwaldt*  
\_\_\_\_\_  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
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# EXHIBIT "A"

Contractor's Bid

BIDDER'S NAME: Coffman Specialties, Inc.

**BID TO THE CITY OF LONG BEACH**  
**Improvements to Taxiway C**  
**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 July 3, 2019, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7139 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly. The basis for selection of the low bidder is the total price to perform the project.

BASE BID – IMPROVEMENTS TO TAXIWAY C					
	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization/Demobilization	1	LS	1,125,843.00	1,125,843.00
2	Safety and Security Provisions	1	LS	<del>600,000.00</del> 850,000.00	<del>600,000.00</del> 850,000.00
3	Low-Profile Barricades Provided by Contractor	1	LS	120,000.00	120,000.00
4	Asphalt Pavement Removal	77,944	SY	15.00	1,169,160.00
5	Pavement Marking Removal	16,081	SF	4.00	64,324.00
6	Remove Gravel/Debris from Existing SD Pipe	1	LS	15,000.00	15,000.00
7	Demolition of Existing Storm Drain	581	LF	60.00	34,860.00
8	Demolition of Existing Storm Drain Structure	3	EA	3,500.00	10,500.00
9	Hazardous Materials Mitigation (Contaminated Soils & Asbestos Pipe)	1	Allowance	\$45,000.00	\$45,000
10	Demolish Miscellaneous Concrete Foundation	2	EA	5,000.00	10,000.00
11	Demolish Existing Curb, Gutter and Fencing for New Driveway	1	LS	13,000.00	13,000.00
12	Relocate Existing Bus Shelter	1	LS	4,500.00	4,500.00



BASE BID - IMPROVEMENTS TO TAXIWAY C					
	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
13	Clearing & Grubbing	8.4	ACRE	5,000.00	42,000.00
14	Excavation - Unclassified	45,470	CY	14.00	636,580.00
15	Excavation - Over	500	CY	100.00	50,000.00
16	Excavation - Unsuitable	250	CY	100.00	25,000.00
17	Imported Fill	250	CY	100.00	25,000.00
18	Subbase Course (P-154)	8,162	CY	55.00	448,910.00
19	Lime-Treated Subgrade	25,222	CY	75.00	1,891,650.00
20	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	130,000.00	130,000.00
21	Cement-Treated Base Course	6,323	CY	130.00	821,990.00
22	Plant Mix Bituminous Pavements (P-401)	8,079	TON	125.00	1,009,875.00
23	Hot Mix Asphalt Pavements (P-403)	2,621	TON	125.00	327,625.00
24	Portland Cement Concrete Pavement	33,111	SY	185.00	6,125,535.00
25	Reinforced Portland Cement Concrete Pavement	5,793	SY	185.00	1,071,705.00
26	Concrete Driveway and Curb Reconstruction	1	LS	22,500.00	22,500.00
27	Pavement Marking - Yellow (2 Coats)	18,041	SF	1.50	27,061.50
28	Pavement Marking - White (2 Coats)	2,848	SF	1.50	4,272.00
29	Pavement Marking - Black (1 Coat)	30,991	SF	1.50	46,486.50
30	Pavement Marking - Green (1 Coat)	1,496	SF	3.00	4,488.00
31	Elevated Taxiway Marker	6	EA	195.00	1,170.00
32	18" Class V RCP Storm Drain	69	LF	400.00	27,600.00
33	24" Class V RCP Storm Drain	6	LF	400.00	2,400.00
34	Construct SD Inlet	2	EA	20,000.00	40,000.00
35	Cap Existing Catch Basin	1	EA	7,000.00	7,000.00
36	Construct SD Transition Structure	1	EA	13,500.00	13,500.00

BASE BID - IMPROVEMENTS TO TAXIWAY C					
	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
37	Construct SD Collar	3	EA	2,500.00	7,500.00
38	Adjust SD Manhole to Grade	3	EA	7,000.00	21,000.00
39	Hydroseeding	7	ACRE	<del>2,700.00</del> CC	<del>18,900.00</del> CC
40	Airfield Electrical Demolition	1	LS	305,000.00	305,000.00
41	7.5kW Constant Current Regulator	1	EA	14,500.00	14,500.00
42	15kW Constant Current Regulator	1	EA	20,000.00	20,000.00
43	Regulator Testing	1	LS	9,500.00	9,500.00
44	Cable Testing	1	LS	12,000.00	12,000.00
45	Miscellaneous Airfield Electrical Vault Work	1	LS	25,000.00	25,000.00
46	Temporary Airfield Electrical	1	LS	275,000.00	275,000.00
47	Relabel Lights and Cable	1	LS	52,000.00	52,000.00
48	5 kV Airfield Lighting Cable	82,400	LF	3.00	247,200.00
49	One 2-inch PVC Conduit, Direct Buried	8,290	LF	45.00	373,050.00
50	One 2-inch PVC Conduit, Concrete Encased	140	LF	60.00	8,400.00
51	One 2-inch PVC Conduit, In Sawcut	1,500	LF	95.00	142,500.00
52	One 4-inch PVC Conduit, FAA, Concrete Encased	1,000	LF	65.00	65,000.00
53	Two 4-inch PVC Conduits, Direct Buried	100	LF	60.00	6,000.00
54	Two 4-inch PVC Conduits, Concrete Encased	140	LF	125.00	17,500.00
55	Four 4-inch PVC Conduits, Direct Buried	500	LF	75.00	37,500.00
56	Four 4-inch PVC Conduits, Concrete Encased	1,190	LF	120.00	142,800.00
57	Four 4-inch and One 2-inch PVC Conduits, Direct Buried	460	LF	85.00	39,100.00
58	Four 4-inch and One 2-inch PVC Conduits, Concrete Encased	160	LF	375.00	60,000.00
59	Handhole, Aircraft Load Rated	10	EA	9,750.00	97,500.00

BASE BID - IMPROVEMENTS TO TAXIWAY C					
	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
60	Handhole, FAA, Aircraft Load Rated	2	EA	9,750.00	19,500.00
61	New Sign on Existing Concrete Base, Size 2, 2 Module	1	EA	4,500.00	4,500.00
62	New Sign on New Concrete Base, Size 2, 1 Module	2	EA	4,800.00	9,600.00
63	New Sign on New Concrete Base, Size 2, 2 Module	10	EA	6,000.00	60,000.00
64	New Sign on New Concrete Base, Size 2, 3 Module	10	EA	7,500.00	75,000.00
65	New Sign on New Concrete Base, Size 2, 4 Module	3	EA	9,000.00	27,000.00
66	Replace Sign Panels, Size 2	24	EA	435.00	10,440.00
67	New Concrete Base for Future Sign, Size 2, 2 Module	1	EA	3,335.00	3,335.00
68	New Concrete Base for Future Sign, Size 2, 3 Module	2	EA	3,865.00	7,730.00
69	LED Elevated Taxiway Edge Light on New Basecan	173	EA	1,610.00	278,530.00
70	LED Elevated Taxiway Edge Light On New Basecan, Core Drilled	18	EA	3,250.00	58,500.00
71	LED Elevated Taxiway Edge Light On Existing Basecan	2	EA	1,050.00	2,100.00
72	Elevated Runway Edge Light, Core Drilled	1	EA	2,250.00	2,250.00
73	Size "B" L-867 Base Can with Cover	2	EA	665.00	1,330.00
74	Size "B" L-867/L-868 Base Can Cover	20	EA	130.00	2,600.00
<b>TOTAL BID PRICE (ITEMS 1-74)</b>					<b>18,945,000.00</b>

ADDITIVE ALTERNATIVE A - TAXIWAY D4					
	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
75	Mobilization/Demobilization	1	LS	239,504.00	239,504.00
76	Asphalt Pavement Removal	21,455	SY	10.00	214,550.00
77	Pavement Marking Removal	3,941	SF	3.00	11,823.00
78	Demolition of Existing Storm Drain	294	LF	100.00	29,400.00

**ADDITIVE ALTERNATIVE A - TAXIWAY D4**

	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
79	Demolition of Existing Storm Drain Structure	2	EA	5,000.00	10,000.00
80	Utility Protection	344	LF	250.00	86,000.00
81	Demolish Miscellaneous Concrete Foundation	1	EA	2,500.00	2,500.00
82	Clearing & Grubbing	4.9	ACRE	5,000.00	24,500.00
83	Excavation - Unclassified	10,448	CY	14.00	146,272.00
84	Subbase Course (P-154)	12,793	CY	40.00	511,720.00
85	Lime-Treated Subgrade	6,291	CY	75.00	471,825.00
86	Plant Mix Bituminous Pavements (P-401)	5,794	TON	<del>115.00</del> 125.00 cc	<del>666,310.00</del> 724,250.00 cc
87	Hot Mix Asphalt Pavements (P-403)	4,360	TON	<del>115.00</del> 125.00 cc	<del>501,400.00</del> 545,000.00 cc
88	Pavement Marking - Yellow (2 Coats)	8,635	SF	1.40	13,016.00
89	Pavement Marking - White (2 Coats)	4,046	SF	1.50	6,069.00
90	Pavement Marking - Black (1 Coat)	16,438	SF	1.50	24,657.00
91	Pavement Marking - Green (1 Coat)	5,303	SF	3.00	15,909.00
92	Pavement Marking - Painted Hold Position Sign w/Beads	4	EA	1,200.00	4,800.00
93	Elevated Taxiway Marker	12	EA	195.00	2,340.00
94	Geogrid	5,210	SY	2.50	13,025.00
95	18" Class V RCP Storm Drain	211	LF	400.00	84,400.00
96	Construct SD Inlet	3	EA	20,000.00	60,000.00
97	Hydroseeding	4.2	ACRE	<del>17,500.00</del> 2,060.00 cc	<del>73,500.00</del> 8,652.00 cc
98	Airfield Electrical Demolition	1	LS	41,540.00	41,540.00
99	Cable Testing	1	LS	1,500.00	1,500.00
100	Temporary Airfield Electrical	1	LS	50,000.00	50,000.00
101	5 kV Airfield Lighting Cable	6,000	LF	3.00	18,000.00
102	One 2-inch PVC Conduit, Direct Buried	3,510	LF	16.00	56,160.00

ADDITIVE ALTERNATIVE A - TAXIWAY D4					
	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	Unit Price (IN FIGURES)	ITEM TOTAL (IN FIGURES)
103	One 2-Inch PVC Conduit, Concrete Encased	120	LF	45.00	5,400.00
104	One 2-Inch PVC Conduit, in Sawcut	160	LF	50.00	8,000.00
105	One 2-Inch PVC-Coated RGS Conduit, Direct Buried	910	LF	45.00	40,950.00
106	One 4-Inch PVC Conduit, Direct Buried	440	LF	25.00	11,000.00
107	Four 4-Inch PVC Conduits, Concrete Encased	640	LF	65.00	41,600.00
108	Four 4-Inch and One 2-Inch PVC Conduits, Direct Buried	390	LF	65.00	25,350.00
109	Four 4-Inch and One 2-Inch PVC Conduits, Concrete Encased	160	LF	130.00	20,800.00
110	Four 4-Inch and One 2-Inch PVC Conduits, in Sawcut	80	LF	175.00	14,000.00
111	Four 4-Inch and One 2-Inch HDPE Conduits, Directional Drilled	320	LF	69.00	22,080.00
112	Handhole, Aircraft Load Rated	10	EA	10,000.00	100,000.00
113	Elevated Runway Guard Light, LED	4	EA	5,500.00	22,000.00
114	In-Pavement Runway Guard Light, LED	21	EA	3,500.00	73,500.00
115	New Sign on New Concrete Base, Size 2, 2 Module	2	EA	4,300.00	8,600.00
116	New Sign on New Concrete Base, Size 2, 3 Module	7	EA	5,750.00	40,250.00
117	New Sign on New Concrete Base, Size 2, 4 Module	1	EA	7,450.00	7,450.00
118	New Sign on Extended Concrete Base, Size 2, 4 Module	1	EA	4,350.00	4,350.00
119	New Sign on New Concrete Base, Size 3, 3 Module	2	EA	7,250.00	14,500.00
120	LED Elevated Taxiway Edge Light on New Basecan	55	EA	1,625.00	89,375.00
121	LED Elevated Taxiway Edge Light On New Basecan, Core Drilled	17	EA	2,250.00	38,250.00
122	Size "B" L-867 Base Can Junction with Cover	5	EA	675.00	3,375.00
123	Size "B" L-867/L-868 Base Can Cover	5	EA	130.00	650.00
<b>TOTAL BID PRICE (ITEMS 75-123)</b>				<b>3,975,000.00</b>	

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? \_\_\_\_\_ Which racial minority? \_\_\_\_\_  
Is the Bidder a Women-Owned Business?  X

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

Green Sheet

(Continued on Next Page)

**ADDENDA**

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

  X     X     X     X     X              
  1     2     3     4     5     6     7  

(Initial above all appropriate numbers)

Respectfully submitted,

Colleen Coffman  
Signature\*\*

Coffman Specialties, Inc.  
Legal Name of Company

Colleen Coffman, President  
Print Name / Title

N/A  
Names of Other General Partners

N/A  
Names of Other Partners

California  
State of Incorporation

N/A  
State Where Registered as LLC

9885 Via Excelencia Ste 200 San Diego, CA 92126  
Business Address (Actual Address -Not A Post Office Box)

858-536-3100 / 858-536-3131  
Telephone Number / Fax Number

colleen@coffmanspecialties.com  
Email Address

632358 A  
Contractor's License Number

N/A  
City of Long Beach Business License Number

N/A  
City of Long Beach Business License Expiration Date

9885 Via Excelencia Ste 200 San Diego, CA 92126  
Address on City Business License

- If Bidder is an individual, set forth his/her signature.
- If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- If Bidder is a general partnership, set forth the signature of the general partner.
- If Bidder is a limited partnership, provide names of other partners.
- If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- X   If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

**CITY OF LONG BEACH  
CERTIFICATION OF SITE EXAMINATION**

Each Bidder shall fully inform itself of the conditions relating to the Work and the employment of labor on the Work. Failure to do so will not relieve the Contractor of the obligation to furnish all materials and labor necessary to comply with the Contract Documents.

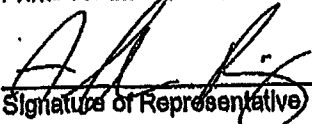
Each Bidder shall examine the Work site. Bidders shall attend a mandatory pre-bid inspection, conducted by the City, as specified in the Notice Inviting Bids. Failure to attend the mandatory pre-bid inspection shall be cause for the City to reject the Bid.

I certify that I have examined the site and the Bid is complete. On behalf of the Contractor, I certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

June 10, 2019  
Date of Site Examination

Coffman Specialties, Inc.  
Contractor

Abraham Ramirez  
Printed Name of Contractor's Representative

  
Signature of Representative

July 3, 2019  
Date



**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:

Coffman Specialties, Inc.

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

*Bruce Coffman*

Title: President

Date: July 3, 2019

**EXHIBIT B**

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: 74WCI8943514
  - B. Name of Insurer (NOT Broker): Arch Indemnity Insurance Company
  - C. Address of Insurer: 210 Hudson Street Ste. 300 Jersey City, NJ 07311
  - D. Telephone Number of Insurer: 800-475-4094
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): N/A
  - B. Automobile Liability Insurance Policy Number: 71PKG8914114
  - C. Name of Insurer (NOT Broker): Arch Insurance Company
  - D. Address of Insurer: 210 Hudson Street Ste. 300 Jersey City, NJ 07311
  - E. Telephone Number of Insurer: 201-743-4000
  
- 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: 75
- 5) Estimated total wages to be paid those workers: \$2,900,000.00
- 6) Dates (or schedule) when those wages will be paid: Weekly (every Friday)  
(Describe schedule: For example, Weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: 5
  
- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT C

# EXHIBIT “D”

List of Subcontractors:

## LIST OF SUBCONTRACTORS

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

Name	<u>Royal Electric</u>	Type of Work	<u>Airfield Electrical</u>
Address	<u>8481 Carbide Court</u>	Dollar Value of Subcontract	<u>\$ 3,192,992.00</u>
City	<u>Sacramento, CA 95828</u>	DIR Registration No.	<u>1000000111</u>
Phone No.	<u>916-226-2100</u>		
License No.	<u>357377 A, B, C,-10</u>		
<hr/>			
Name	<del><u>Aldridge Electric</u></del>	Type of Work	<del><u>Airfield Electrical</u></del>
Address	<del><u>844 E. Rockland Road</u></del>	Dollar Value of Subcontract	<del><u>\$</u></del>
City	<del><u>Libertyville, IL 60048</u></del>	DIR Registration No.	<del><u>1000009777</u></del>
Phone No.	<del><u>847-680-5200</u></del>		
License No.	<del><u>855841 C10 A</u></del>		
<hr/>			
Name	<del><u>Advanced Concrete Saw &amp; Seal</u></del>	Type of Work	<del><u>Greensaw &amp; Seal Pavement Joints</u></del>
Address	<del><u>3012 S. Seymour</u></del>	Dollar Value of Subcontract	<del><u>\$</u></del>
City	<del><u>Mesa, AZ 85212</u></del>	DIR Registration No.	<del><u>1000013303</u></del>
Phone No.	<del><u>480-986-7447</u></del>		
License No.	<del><u>948794</u></del>		
<hr/>			
Name	<u>Service Construction(S.C.S.C. Inc.)</u>	Type of Work	<u>Greensaw &amp; Seal Pavement Joints</u>
Address	<u>1180 North Kraemer Place</u>	Dollar Value of Subcontract	<u>\$ 321,1024.00</u>
City	<u>Anaheim, CA 92806</u>	DIR Registration No.	<u>1000028659</u>
Phone No.	<u>714-920-8767</u>		
License No.	<u>556017</u>		
<hr/>			
Name	<u>CL Surveying and Mapping</u>	Type of Work	<u>Survey</u>
Address	<u>1269 Pomona Road, Ste 108</u>	Dollar Value of Subcontract	<u>\$ 306,200.00</u>
City	<u>Corona, CA 92882</u>	DIR Registration No.	<u>1000007166</u>
Phone No.	<u>909-484-4200</u>		
License No.	<u>8231</u>		

## LIST OF SUBCONTRACTORS

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

Name Pavement Recycling Systems, Inc. Type of Work Lime Treat Soils & Remove Pavements  
 Address 10240 San Sevalne Way  
 City Jurupa Valley, CA 91752 Dollar Value of Subcontract \$ 1,572,223.47  
 Phone No. 951-682-1091  
 License No. 569352 DIR Registration No. \_\_\_\_\_

Name Sterndahl Enterprises, Inc. Type of Work Pavement Marking  
 Address 11861 Branford Street  
 City Sun Valley, CA 91352 Dollar Value of Subcontract \$ 220,703.00  
 Phone No. 818-834-8199  
 License No. 421823 A, C31, C32 DIR Registration No. 1000006711

Name ~~Sturgeon Electric California, LLC~~ Type of Work ~~Airfield Electrical~~  
 Address ~~13501 Benson Ave.~~  
 City ~~Chino, CA 91710~~ Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. ~~909-591-0000~~  
 License No. ~~1035476~~ DIR Registration No. ~~1000055509~~

Name Marina Landscape, Inc. Type of Work Erosion Control- Hydroseeding  
 Address 3707 W. Garden Grove Blvd  
 City Orange, CA 92868 Dollar Value of Subcontract \$ 204,924.00  
 Phone No. 714-939-6600  
 License No. 492862 A, B, C27, C36, D49 DIR Registration No. 1000000079

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

# APPENDIX "A"

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

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

I am a county, city, city and county, or redevelopment agency.

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

*(See reverse side for general information and filing instructions)*

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

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

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

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

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

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

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

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

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

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

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

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



Executed in Duplicate

Performance Bond  
No. 47-SUR-300138-01-0001

**PERFORMANCE BOND**  
**(Bond for Faithful Performance)**

Premium: \$112,805.00

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to **COFFMAN SPECIALTIES, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Improvements to Taxiway C at the Long Beach Airport** as described in Specification No.: R-7139, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Berkshire Hathaway Specialty Insurance Company an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Twenty-Two Million Nine Hundred Twenty Thousand Dollars (\$22,920,000)** lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 11th day of October, 2019.

Berkshire Hathaway Specialty Insurance Company

By: *P. Austin Neff*  
Signature

Name: P. Austin Neff  
Printed Name

Title: Attorney-in-Fact

Address: 1314 Douglas Street, Suite 1300, Omaha, NE 68102-1944

Telephone: 312-543-8968

P. Austin Neff  
Attorney-in-Fact  
*P. Austin Neff*  
Signature

COFFMAN SPECIALTIES, INC., a California corporation

By: *Kathleen Coffman*  
Signature

Name: Kathleen Coffman  
Printed Name

Title: President

By: *Cynthia Sargent*  
Signature

Name: Cynthia Sargent  
Printed Name

Title: Secretary

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

October 30, 2019

11/1, 2019

Approved as to form.

CHARLES PARKIN, City Attorney

By: *[Signature]*  
Deputy City Attorney

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: *Rebecca S. Garner*  
City Manager/City Engineer  
EXEMPT FROM PART 3  
TO SECTION 301 OF  
THE CITY CHARTER.

NOTE:

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On October 11, 2019 before me, Irene Luong, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

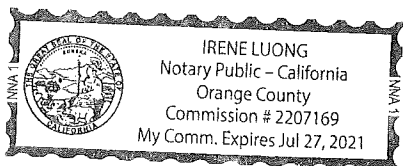
personally appeared P. Austin Neff  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Signature]  
Signature of Notary Public Irene Luong



Place Notary Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

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

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

Signer's Name: \_\_\_\_\_

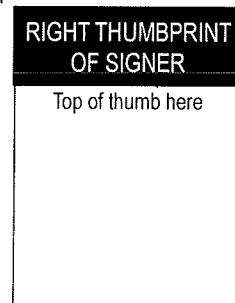
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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



Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Power Of Attorney
BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: P. Austin Neff, 24800 Chrisanta Drive, Suite 160 of the city of Mission Viejo State of California, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Executive Vice President



NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

[Signature of David Fields]

By: David Fields, Vice President

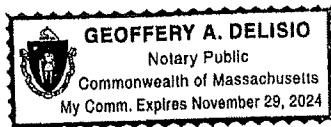


NOTARY

State of Massachusetts, County of Suffolk, ss:

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

[Notary Seal]



[Signature of Notary Public]

Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this October 11, 2019.



[Signature of Officer]

Officer

To verify the authenticity of this Power of Attorney please contact us at: BHS Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego } ss.

On 10/11/2019 before me, Chris Rehwaldt, Notary Public  
(here insert name and title of the officer)  
personally appeared Colleen Coffman

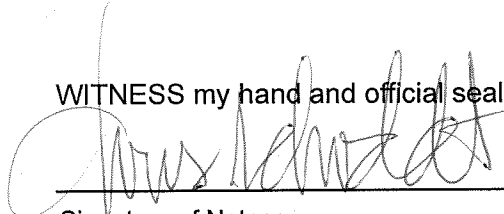
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Seal



WITNESS my hand and official seal.

  
\_\_\_\_\_  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

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# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego } ss.

On 10/11/2019 before me, Chris Rehwaldt, Notary Public  
(here insert name and title of the officer)  
personally appeared Cynthia Sargent

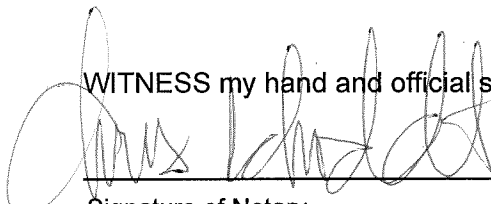
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

Seal



WITNESS my hand and official seal.

  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.

\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

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Executed in Duplicate  
Payment Bond  
No. 47-SUR-300138-01-0001  
Premium listed on Performance Bond

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **COFFMAN SPECIALTIES, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Improvements to Taxiway C at the Long Beach Airport** as described in Specification No.: R-7139, Addenda/Addendum and related drawings..

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and Berkshire Hathaway Specialty Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Twenty-Two Million Nine Hundred Twenty Thousand Dollars (\$22,920,000)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 11th day of October, 2019.

Berkshire Hathaway Specialty Insurance Company

**COFFMAN SPECIALTIES, INC., a California corporation**

By: P. Austin Neff  
Surety Name  
Signature

By: Colleen Coffman  
Signature

Name: P. Austin Neff  
Printed Name

Name: Colleen Coffman  
Printed Name

Title: Attorney-in-Fact

Title: President

Address: 1314 Douglas Street, Suite 1300, Omaha, NE 68102-1944

By: Cynthia Sargent  
Signature

Telephone: 312-543-8968

Name: Cynthia Sargent  
Printed Name

P. Austin Neff  
P. Austin Neff  
Attorney-in-Fact  
Signature

Title: Secretary

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

October 30, 2019

11/1, 2019

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Deputy City Attorney

By: Rebecca G. Garner  
City Manager/City Engineer

NOTE:

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

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

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



# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

County of Orange }

On October 11, 2019 before me, Irene Luong, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

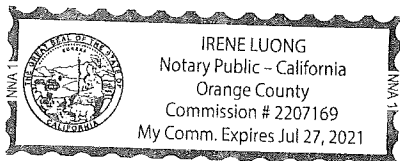
personally appeared P. Austin Neff  
Name(s) of Signer(s)

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

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

Witness my hand and official seal.

Signature [Handwritten Signature]  
Signature of Notary Public Irene Luong



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the 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: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Power Of Attorney

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

Know all men by these presents, that BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, NATIONAL INDEMNITY COMPANY, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: P. Austin Neff, 24800 Chrisanta Drive, Suite 160 of the city of Mission Viejo State of California, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.

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

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY,

NATIONAL INDEMNITY COMPANY, NATIONAL LIABILITY & FIRE INSURANCE COMPANY,

By: [Signature] David Fields, Executive Vice President

By: [Signature] David Fields, Vice President



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

[Notary Seal] GEOFFERY A. DELISIO Notary Public Commonwealth of Massachusetts My Comm. Expires November 29, 2024

[Signature] Notary Public

I, Ralph Tortorella, the undersigned, Officer of BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this October 11, 2019.



[Signature] Officer

To verify the authenticity of this Power of Attorney please contact us at: BHS Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at Jennifer.Porter@bhspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-8675, via email at claimsnotice@bhspecialty.com, via fax to (617) 507-8259, or via mail.

# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

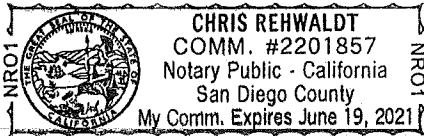
State of California }  
County of San Diego } ss.

On 10/11/2019 before me, Chris Rehwaldt, Notary Public  
(here insert name and title of the officer)  
personally appeared Colleen Coffman

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.

Seal



WITNESS my hand and official seal.

*Chris Rehwaldt*  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

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# California Acknowledgment Form

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }  
County of San Diego } ss.

On 10/11/2019 before me, Chris Rehwaldt, Notary Public  
(here insert name and title of the officer)  
personally appeared Cynthia Sargent

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.

Seal

WITNESS my hand and official seal.



Chris Rehwaldt  
Signature of Notary

## Optional Information

To help prevent fraud, it is recommended that you provide information about the attached document below.  
\*\*\*This is not required under California State notary public law.\*\*\*

Document Title: \_\_\_\_\_ # of Pages: \_\_\_\_\_

## Notes

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/14/2019

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

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

**PRODUCER** GMGS Risk Management & Insurance Services  
6201 Oak Canyon, Suite 100  
Irvine, CA 92618  
  
www.gmgs.com 0B84519

**CONTACT NAME:** Charise May  
**PHONE (A/C, No, Ext):** (949)559-3367 **FAX (A/C, No):** (949)559-6703  
**E-MAIL ADDRESS:** charisem@gmgs.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Arch Insurance Company	11150
INSURER B :	Hallmark Specialty Insurance Company	26808
INSURER C :		
INSURER D :	Arch Indemnity Insurance Company	30830
INSURER E :		
INSURER F :		

**INSURED**  
Coffman Specialties, Inc.  
9685 Via Excelencia, Suite 200  
San Diego CA 92126

### COVERAGES

**CERTIFICATE NUMBER:** 51781911

**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			71PKG8914114	12/2/2018	12/2/2019	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			71PKG8914114	12/2/2018	12/2/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
				Physical Damage: Comp \$5,000/Coil \$5,000			BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
B	<input checked="" type="checkbox"/> Excess Automobile Liability			77HX185009	12/2/2018	12/2/2019	Excess Auto Each Occ	\$ 2,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
D	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			74WCI8943514	12/2/2018	12/2/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

RE: Improvements @ Taxiway C at Long Beach Airport

### CERTIFICATE HOLDER

Taxiway C at Long Beach Airport

City of Long Beach  
411 W. Ocean Blvd.  
Long Beach CA 90802

### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Steve Mosier

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