

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

CONTRACT

**34587**

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2  
3 THIS CONTRACT is made and entered, in duplicate, as of March 23, 2017  
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on March 21, 2017, by and between ALL AMERICAN  
6 ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street,  
7 Corona, California 92878-2229, and the CITY OF LONG BEACH, a municipal corporation  
8 ("City").

9 WHEREAS, pursuant to a Notice Inviting Bids for Annual Contract for Street  
10 Improvements in the City of Long Beach, California, dated December 12, 2016, and  
11 published by City, bids were received, publicly opened and declared on the date specified  
12 in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a contract  
15 with Contractor for the work described in Project Plans and Specifications No. R-7084;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
20 work described in Project Plans and Specifications No. R-7084 for Annual Contract for  
21 Street Improvements in the City of Long Beach, California, said work to be performed  
22 according to the Contract Documents identified below. However, this Contract is intended  
23 to provide to City complete and finished work and, to that end, Contractor shall do  
24 everything necessary to complete the work, whether or not specifically described in the  
25 Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and  
28 work identified in Contractor's Bid for Annual Contract for Street Improvements in

1 the City of Long Beach, California, attached hereto as Exhibit "A".

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,  
7 Project Specifications No. R-7084 (which may include by reference the Standard  
8 Specifications for Public Works Construction, latest edition, and any supplements  
9 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
10 Plans; Project Drawing No. None for this work; the California Code of Regulations;  
11 the various Uniform Codes applicable to trades; the prevailing wage rates;  
12 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
13 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
14 Contract and all documents attached hereto or referenced herein including but not  
15 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
16 Proceed; Notice of Completion; any addenda or change orders issued in  
17 accordance with the Standard Specifications; any permits required and issued for  
18 the work; approved final design drawings and documents; and the Information  
19 Sheet. These Contract Documents are incorporated herein by the above reference  
20 and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
22 if any conflict or inconsistency exists or develops among or between Contract  
23 Documents, the following priority shall govern: 1) Permit(s) from other public  
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
25 hereto); 4) Addenda (which shall include written clarifications, corrections and  
26 changes to the bid documents and other types of written notices issued prior to bid  
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
28 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section

1 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
2 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. The term of this Contract shall commence at  
4 midnight on May 1, 2017, and shall terminate at 11:59 p.m. on April 30, 2018, unless sooner  
5 terminated as provided in this Contract, or unless the services or the Project is completed  
6 sooner. The Parties have the option to extend the term for two (2) additional one-year  
7 periods. Time is of the essence hereunder. City will suffer damage if the work is not  
8 completed within the time stated, but those damages would be difficult or impractical to  
9 determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in  
10 the Contract Documents.

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

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

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

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

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

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 Engineer shall be final.

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

9 13. NOTICES.

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

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

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

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

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

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

10 19. TAXES AND TAX REPORTING.

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

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

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calendar year.

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

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

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

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

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

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

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

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

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

27           26.   GOVERNING LAW. This Contract shall be governed by and  
28 construed pursuant to the laws of the State of California (except those provisions of

1 California law pertaining to conflicts of laws).

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

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

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

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

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

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

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

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

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

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

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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.

ALL AMERICAN ASPHALT, a California corporation

April 6, 2017

By [Signature]  
Name Edward J. Carlson  
Title Vice President

April 6, 2017

By [Signature]  
Name Michael Tartus  
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

April 18, 2017

By [Signature]  
City Manager

"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 4/13, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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 Riverside

On April 6, 2017 before me, Courtney Chapas, Notary Public  
Date Here insert name and Title of the Officer

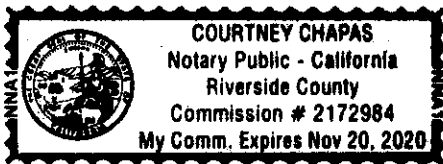
personally appeared Edward J. Carlson, Michael Farkas  
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Courtney Chapas  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Contract- Annual Street Improvements-City of Long Beach

Document Date: April 6, 2017 Number of Pages: 12

Signer(s) Other Than Named Above: None

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

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing:  
All American Asphalt

Signer's Name: Michael Farkas

- Individual
- Corporate Officer – Title(s): Secretary
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

**RIGHT THUMBPRINT OF SIGNER**  
Top of thumb here

Signer is Representing:  
All American Asphalt

# EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: All American Asphalt

**BID TO THE CITY OF LONG BEACH  
PROJECT TITLE AS SHOWN ON COVER PAGE**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 21, 2016, 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-7084 at the prices listed below.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of items. The lowest responsive bidder will be determined by a weighted sum of the sample item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, and opened at the bid opening in order to ensure a competitive bidding process. The City intends to award an all-inclusive contract to one Contractor for the Work.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1	Adjust City Manhole Frame & Cover	1 or more	Ea	400.00
2	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	Ea	850.00
3	Reconstruct Manhole Frame & Cover	1 or more	Ea	1,000.00
4	Recoat Epoxy-lined Manholes	1 or more	Ea	1,800.00
5	Manhole Step	1 or more	Ea	25.00
6	Adjust Water Valve Box & Cover and Meter Box & Cover	1 or more	Ea	250.00
7	Reconstruct Water Valve Box & Cover	1 or more	Ea	800.00
8	Adjust Gas Valve Box & Cover	1 or more	Ea	350.00
9	Replace Pull Box	1 or more	Ea	400.00
10	Replace Traffic Signal Pull Box	1 or more	Ea	775.00
11	Install Survey Monument Type C with Casting & Cover	1 or more	Ea	850.00
12	Install Survey Monument Casting & Cover	1 or more	Ea	850.00
13	Adjust Survey Monument Casting & Cover	1 or more	Ea	250.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
14	Install Survey Bench Mark, Type 1	1 or more	Ea	250.00
15	Install Spike & Washer and/or ties	1 or more	Ea	400.00
16	Curb Drain	1 or more	Ea	200.00
17	Concrete Removal	0.5 to 5.0	CY	500.00
18		5.1 to 10.0	CY	500.00
19		10.1 to 50.0	CY	350.00
20		50.1 to 100.0	CY	325.00
21		100.1 or more	CY	110.00
22		Bituminous Pavement Removal	0.5 to 5.0	CY
23	5.1 to 10.0		CY	300.00
24	10.1 to 50.0		CY	150.00
25	50.1 to 100.0		CY	145.00
26	100.1 or more		CY	110.00
27	Cold Milling Asphalt Concrete Pavement, 1.5" Average Depth		500 to 1,000	SY
28		1,001 to 2,000	SY	9.00
29		2,001 to 3,000	SY	8.00
30		3,001 or more	SY	3.15
31		Cold Milling Asphalt Concrete Pavement, 2.0" Average Depth	500 to 1,000	SY
32	1,001 to 2,000		SY	9.00
33	2,001 to 3,000		SY	7.00
34	3,001 or more		SY	3.00
35	Cold Milling Asphalt Concrete Pavement, 2.5" Average Depth	500 to 1,000	SY	10.00
36		1,001 to 2,000	SY	9.00



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
37		2,001 to 3,000	SY	8.00
38		3,001 or more	SY	2.50
39	Cold Milling Asphalt Concrete Pavement, 3" Average Depth	500 to 1,000	SY	10.00
40		1,001 to 2,000	SY	8.00
41		2,001 to 3,000	SY	7.00
42		3,001 or more	SY	5.68
43		Unclassified Excavation	1 to 10	CY
44	11 to 50		CY	400.00
45	51 to 100		CY	75.00
46	101 or more		CY	70.00
47	Root Shaving, Sidewalk Side	50 to 100	SF	9.00
48		101 to 500	SF	8.00
49		501 to 1,000	SF	4.00
50		1,001 or more	SF	4.00
51	Root Pruning, 14" Deep Curb Side	10 to 100	LF	15.00
52		101 to 500	LF	14.00
53		501 to 1,000	LF	9.50
54		1,001 or more	LF	9.50
55	Root Pruning, 26" Deep Curb Side	6 to 100	LF	30.00
56		101 to 500	LF	28.00
57		501 or more	LF	16.00
58	Tree Pruning	1 to 10	Ea	300.00
59		11 or more	Ea	200.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
60	Tree Removal up to 24" diameter trunk	1 or more	Ea	900.00
61	Tree Removal, 25" to 36" diameter trunk	1 or more	Ea	1800.00
62	Imported Borrow	1 to 10	CY	100.00
63		11 to 50	CY	80.00
64		51 or more	CY	30.00
65	Slurry Backfill, 2 Sack	1 to 5	CY	500.00
66		6 to 10	CY	500.00
67		11 to 30	CY	150.00
68		31 or more	CY	225.00
69	Crushed Miscellaneous Base, 6" Thick under PCC Improvements	1 to 500	SF	4.50
70		501 to 1,000	SF	4.50
71		1,001 to 2,000	SF	3.50
72		2,001 or more	SF	1.30
73	Crushed Miscellaneous Base	1 to 50	CY	60.00
74		51 to 100	CY	60.00
75		101 to 200	CY	50.00
76		201 to 500	CY	50.00
77		501 or more	CY	45.00
78	Crack Preparation	100 to 500	LF	3.00
79		501 to 1,000	LF	3.00
80		1,001 to 3,000	LF	3.00
81		3,001 to 5,000	LF	2.50
82		5,001 or more	LF	2.25

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
83	Asphalt Concrete Pavement	1 to 100	Ton	150.00
84		101 to 500	Ton	100.00
85		501 to 1,000	Ton	74.00
86		1,001 to 1,500	Ton	74.00
87		1,501 to 2,000	Ton	74.00
88		2,001 to 3,000	Ton	74.00
89		3,001 or more	Ton	74.00
90		Asphalt Rubber Pavement	1 to 100	Ton
91	101 to 500		Ton	145.00
92	501 to 1,000		Ton	96.00
93	1,001 to 1,500		Ton	83.00
94	1,501 to 2,000		Ton	83.00
95	2,001 to 3,000		Ton	83.00
96	3,001 or more		Ton	83.00
97	Asphalt Concrete Curb		1 to 2,000	LF
98		2,001 or more	LF	10.00
99	Slurry Seal – Emulsion Aggregate Slurry (EAS), Type I	1 to 10	ELT	600.00
100		11 to 50	ELT	550.00
101		51-100	ELT	450.00
102		101 or more	ELT	350.00
103	Slurry Seal – Emulsion Aggregate Slurry (EAS), Type II	1 to 10	ELT	605.00
104		11 to 50	ELT	555.00
105		51 to 100	ELT	455.00
106		101 or more	ELT	355.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
107	Slurry Seal – Rubberized Emulsion Aggregate Slurry (REAS), Type I	1 to 10	ELT	4,617.00
108		11 to 50	ELT	1,642.00
109		51 to 100	ELT	1,139.00
110		101 or more	ELT	1,139.00
111	Slurry Seal – Rubberized Emulsion Aggregate Slurry (REAS), Type II	1 to 10	ELT	4,057.00
112		11 to 50	ELT	1,512.00
113		51 to 100	ELT	1,084.00
114		101 or more	ELT	1,084.00
115	Crack Seal	100 to 500	LF	7.00
116		501 to 1,000	LF	7.00
117		1,001 to 3,000	LF	2.00
118		3,100 to 5,000	LF	1.50
119		5,001 or more	LF	1.00
120	Stamped Concrete	1 to 100	SF	25.00
121		101 to 400	SF	20.00
122		401 to 1,000	SF	15.00
123		1,001 to 2,000	SF	12.00
124		2,001 or more	SF	10.00
125	PCC Pavement, 6" Thick	1 to 100	SF	20.00
126		101 to 400	SF	11.00
127		401 to 1,000	SF	10.00
128		1,001 to 2,000	SF	8.00
129		2,001 to 3,000	SF	7.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
130		3,001 or more	SF	7.00
131	PCC Alley Entrance, 6" Thick	1 to 100	SF	15.00
132		101 to 400	SF	8.00
133		401 to 1,000	SF	7.50
134		1,001 to 2,000	SF	7.00
135		2,001 or more	SF	7.00
136		Type "E" Joint Sealant	20 or more	LF
137	PCC Curb & Gutter, SPPWC Type A2, W=1.0	1 to 50	LF	45.00
138		51 to 100	LF	40.00
139		101 to 400	LF	38.00
140		401 to 1,000	LF	35.00
141		1,001 to 2,000	LF	30.00
142		2,001 or more	LF	30.00
143	PCC Curb, SPPWC Type A1-6, A1-8, A1 Integral, C1-6, or C1-8	1 to 50	LF	45.00
144		51 to 100	LF	30.00
145		101 to 400	LF	18.00
146		401 to 1,000	LF	18.00
147		1,001 to 2,000	LF	18.00
148		2,001 or more	LF	18.00
149	PCC Curb & Gutter, SPPWC Type A2, W=1.5'	1 to 50	LF	60.00
150		51 to 100	LF	55.00
151		101 to 400	LF	45.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
152		401 to 1,000	LF	40.00
153		1,001 to 2,000	LF	32.00
154		2,001 or more	LF	21.00
155	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	1 to 50	LF	50.00
156		51 to 100	LF	45.00
157		101 to 400	LF	35.00
158		401 to 1,000	LF	30.00
159		1,001 to 2,000	LF	30.00
160		2,001 or more	LF	30.00
161		PCC Curb & Gutter, SPPWC Type A2, W=7.0'	1 to 50	LF
162	51 to 100		LF	80.00
163	101 to 400		LF	85.00
164	401 to 1,000		LF	80.00
165	1,001 to 2,000		LF	75.00
166	2,001 or more		LF	70.00
167	PCC Bus Stop Street Pad, 10" Thick		1 to 1,000	SF
168		1,001 to 2,000	SF	12.00
169		2,001 to 4,000	SF	12.00
170		4,001 or more	SF	12.00
171	PCC Cross Gutter, 8" Thick	1 to 50	SF	40.00
172		51 to 100	SF	35.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
173		101 to 400	SF	30.00
174		401 to 1,000	SF	25.00
175		1,001 to 2,000	SF	15.00
176		2,001 or more	SF	7.50
177	PCC Sidewalk, 3" Thick	1 to 50	SF	40.00
178		51 to 100	SF	30.00
179		101 to 400	SF	20.00
180		401 to 1,000	SF	10.00
181		1,001 to 2,000	SF	8.00
182		2,001 or more	SF	3.85
183	Curb Ramp Detectable Warning Surface	10 to 50	SF	80.00
184		51 to 500	SF	30.00
185		501 or more	SF	30.00
186	PCC Driveway, 4" Thick	1 to 50	SF	30.00
187		51 to 100	SF	25.00
188		101 to 400	SF	15.00
189		401 to 1,000	SF	6.00
190		1,001 to 2,000	SF	6.00
191		2,001 or more	SF	6.00
192	PCC Driveway, 6" Thick	1 to 50	SF	30.00
193		51 to 100	SF	25.00
194		101 to 400	SF	20.00
195		401 to 1,000	SF	9.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
196		1,001 to 2,000	SF	8.00
197		2,001 or more	SF	6.00
198	Storm Drain - 18" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	350.00
199		101 or more	LF	325.00
200	Storm Drain - 18" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	375.00
201		101 or more	LF	400.00
202	Storm Drain - 24" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	400.00
203		101 or more	LF	375.00
204	Storm Drain - 24" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	400.00
205		101 or more	LF	375.00
206	Storm Drain 42" Manhole per Standard Plan SPPWC-321, 5.0' to 10.0' deep	1 or more	Ea	12,000.00
207	Storm Drain Concrete Collar per Standard Plan SPPWC-332	1 or more	Ea	1,500.00
208	Weakened Plane Joint Dowel	10 or more	Ea	20.00
209	Topsoil, Class "A"	1 to 10	CY	80.00
210		11 to 50	CY	60.00
211		51 to 100	CY	50.00
212		101 or more	CY	47.00
213	Tree Planting, 15 Gallon Tree Rhus lancea / African Sumac	1 to 5	Ea	300.00
214		6 or more	Ea	175.00
215	Tree Planting, 15 Gallon Tree Tabebuia avellanedae / Lavender Trumpet Tree	1 to 5	Ea	300.00
216		6 or more	Ea	175.00



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
217	Tree Planting, 15 Gallon Tree Tristania conferta / Brisbane Box	1 to 5	Ea	300.00
218		6 or more	Ea	175.00
219	Tree Planting, 15 Gallon Tree Ullmas parvifolia / Chinese Elm	1 to 5	Ea	300.00
220		6 or more	Ea	175.00
221	Tree Planting, 15 Gallon Tree Geijera parviflora / Australian Willow	1 to 5	Ea	300.00
222		6 or more	Ea	175.00
223	Tree Planting, 24" Box Tree Rhus lancea / African Sumac	1 to 5	Ea	930.00
224		6 or more	Ea	480.00
225	Tree Planting, 24" Box Tree Tabebuia avellanedae / Lavender Trumpet Tree	1 to 5	Ea	930.00
226		6 or more	Ea	480.00
227	Tree Planting, 24" Box Tree Tristania conferta / Brisbane Box	1 to 5	Ea	930.00
228		6 or more	Ea	480.00
229	Tree Planting, 24" Box Tree Ullmas parvifolia / Chinese Elm	1 to 5	Ea	930.00
230		6 or more	Ea	480.00
231	Tree Planting, 24" Box Tree Geijera parviflora / Australian Willow	1 to 5	Ea	930.00
232		6 or more	Ea	480.00
233	Lawn Sodding	100 to 500	SF	5.00
234		501 or more	SF	2.50
235	4" Reflectorized Paint Traffic Striping	1 to 100	SF	11.00
236		101 to 500	SF	5.75
237		501 to 1,000	SF	2.30

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
238		1,001 or more	SF	2.30
239	4" ReflectORIZED Paint Traffic Striping, Including Pavement Markers	1 to 100	SF	17.25
240		101 to 500	SF	11.50
241		501 to 1,000	SF	4.60
242		1,001 or more	SF	3.20
243		4" Thermoplastic Traffic Striping	1 to 100	SF
244	101 to 500		SF	12.65
245	501 to 1,000		SF	6.90
246	1,001 or more		SF	4.60
247	4" Thermoplastic Traffic Striping, Including Pavement Markers		1 to 100	SF
248		101 to 500	SF	16.10
249		501 to 1,000	SF	5.00
250		1,001 or more	SF	2.50
251		6" ReflectORIZED Paint Traffic Striping	1 to 100	SF
252	101 to 500		SF	6.90
253	501 to 1,000		SF	4.60
254	1,001 or more		SF	2.30
255	6" Thermoplastic Traffic Striping		1 to 100	SF
256		101 to 500	SF	12.65
257		501 to 1,000	SF	6.90
258		1,001 or more	SF	4.60

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
259	8" ReflectORIZED Paint Traffic Striping, Including Pavement Markers	1 to 100	SF	2.00
260		101 to 500	SF	1.75
261		501 to 1,000	SF	1.50
262		1,001 or more	SF	1.10
263	8" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 100	SF	3.30
264		101 to 500	SF	3.00
265		501 to 1,000	SF	2.75
266		1,001 or more	SF	2.50
267	12" ReflectORIZED Paint Traffic Striping	1 to 100	SF	17.25
268		101 to 500	SF	6.90
269		501 to 1,000	SF	3.45
270		1,001 or more	SF	2.30
271	12" Thermoplastic Traffic Striping	1 to 100	SF	3.00
272		101 to 500	SF	2.50
273		501 to 1,000	SF	2.20
274		1,001 or more	SF	2.00
275	Curb Painting	1 to 100	LF	3.30
276		101 to 500	LF	2.15
277		501 to 1,000	LF	1.32
278		1,001 or more	LF	1.25
279	Thermoplastic Arrows Pavement Marking	1 to 5	Ea	75.00
280		6 to 10	Ea	70.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
281		11 to 20	Ea	70.00
282		21 or more	Ea	65.00
283	8' Reflectorized Paint Pavement Letter	4 to 20	Ea	18.00
284		21 to 100	Ea	12.00
285		101 or more	Ea	10.00
286	8' Thermoplastic Pavement Letter	4 to 20	Ea	50.00
287		21 to 100	Ea	48.00
288		101 or more	Ea	46.00
289	Raised Pavement Markers (Ceramic)	4 to 40	Ea	20.00
290		41 to 100	Ea	15.00
291		101 or more	Ea	3.45
292	Raised Pavement Markers (Reflective)	4 to 40	Ea	5.75
293		41 to 100	Ea	4.00
294		101 or more	Ea	3.50
295	Bicycle Sharrow Legend Pavement Marker	4 to 20	Ea	150.00
296		21 to 100	Ea	145.00
297		101 or more	Ea	140.00
298	Parking T's, Thermoplastic	4 to 20	Ea	29.00
299		21 to 100	Ea	19.00
300		101 or more	Ea	17.00
301	Remove Sign and Post	1 to 10	Ea	80.00
302		11 to 20	Ea	58.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
303		21 to 100	Ea	41.00
304		101 or more	Ea	35.00
305	Remove Sign from Post	1 to 10	Ea	80.00
306		11 to 20	Ea	58.00
307		21 to 100	Ea	41.00
308		101 or more	Ea	35.00
309	Install Sign on New Post	1 to 10	Ea	230.00
310		11 to 20	Ea	225.00
311		21 to 100	Ea	215.00
312		101 or more	Ea	210.00
313	Install Sign on Existing Post	1 to 10	Ea	110.00
314		11 to 20	Ea	110.00
315		21 to 100	Ea	110.00
316		101 or more	Ea	110.00
317	Object Markers Type "K" or "L"	1 to 40	Ea	86.00
318		41 to 100	Ea	69.00
319		101 or more	Ea	<del>21.00</del> 65.00
320	Object Markers Type "N", "P", or "R"	1 to 40	Ea	109.00
321		41 to 100	Ea	98.00
322		101 or more	Ea	87.00
323	Loop Detectors	1 to 5	Ea	600.00
324		6 to 10	Ea	575.00
325		11 to 20	Ea	550.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
326		21 or more	Ea	400.00
327	Bicycle Loop Detectors	1 to 5	Ea	600.00
328		6 to 10	Ea	575.00
329		11 to 20	Ea	550.00
330		21 or more	Ea	400.00
331		Traffic Signal Conduit, 3" PVC Diameter	30 to 120	LF
332	121 or more		LF	75.00
333	Traffic Signal Conduit, 3" Rigid Diameter	30 to 120	LF	115.00
334		121 or more	LF	75.00
335	Surcharge for Airport Projects, 1 to 5 Working Days Duration	1	LS	2,500.00
336	Surcharge for Airport Projects, 6 to 10 Working Days Duration	1	LS	5,000.00
337	Surcharge for Airport Projects, 11 to 15 Working Days Duration	1	LS	90.00
338	PVC Schedule 40 Conduit, 4" Diameter	1 to 100	LF	60.00
339		101 to 500	LF	48.00
340		501 to 1,000	LF	39.00
341		1,001 or more	LF	38.00
342		PVC Schedule 80 Conduit, 4" Diameter	1 to 100	LF
343	101 to 500		LF	61.00
344	501 to 1,000		LF	50.00
345	1,001 or more		LF	40.00
346	Changeable Message Sign		1	Day
347		2	Day	300.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
348		3 to 4	Day	325.00
349		5 to 6	Day	300.00
350		7 to 8	Day	275.00
351		9 to 10	Day	250.00
352	Manhole and Structure Rehabilitation	1 to 5	EA	7,500.00
353		6 to 10	EA	5,500.00
354		11 to 20	EA	5,000.00
355		21 or more	EA	4,500.00
356	Pothole Repair (7'x4')	28 to 140	SF	20.00
357		168 to 280	SF	18.00
358		308 to 700	SF	17.00
359		728 to 1,400	SF	16.00
360		1,428 to 2,800	SF	15.00
361		2,828 or more	SF	14.00

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

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? No If yes, certification No. N/A

Is the Bidder a Minority-Owned Business? No Which racial minority? N/A

Is the Bidder a Women-Owned Business? No

Is the Bidder a certified Small Business? No If yes, certification No. N/A

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

www.planetbids.com

(Continued on Next Page)

# EXHIBIT B

Workers Compensation Certificate



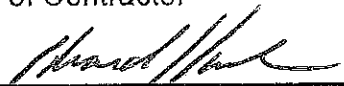
**WORKERS' COMPENSATION CERTIFICATION**

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

Contractor's Name:

All American Asphalt

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

  
\_\_\_\_\_  
Edward J. Carlson

Title: Vice President

Date: 1/10/17

# EXHIBIT C

Information to Comply with Labor Code Section 2810

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: WC593205703
  - B. Name of Insurer (NOT Broker): Zurich Amer Ins. Co.
  - C. Address of Insurer: 777 S. Figueroa St., #3900, Los Angeles CA 90017
  - D. Telephone Number of Insurer: 1-800-928-4531
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): \_\_\_\_\_
  - B. Automobile Liability Insurance Policy Number: BAP57108804
  - C. Name of Insurer (NOT Broker): Zurich Amer. Ins. Co.
  - D. Address of Insurer: 777 S. Figueroa St., #3900, Los Angeles CA 90017
  - E. Telephone Number of Insurer: 1-800-928-4531
  
- 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: Unknown
  
- 5) Estimated total wages to be paid those workers: Unknown at this time
  
- 6) Dates (or schedule) when those wages will be paid: Unknown at this time  
\_\_\_\_\_
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: Unknown at this time  
\_\_\_\_\_
  
- 8) Taxpayer's Identification Number: ██████████

# 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, 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 CL Survey & Mapping ~~XXXXXXXXXXXXXXXXXXXX~~ Type of Work Surveying  
 Address 1269 W. Pomona Rd. Ste 108  
 City Corona, Ca 92882 Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. (949) 484-4200  
 License No. LS0231 100007166

Name V+E Tree Service Type of Work Tree trimming  
 Address 2425 N. Batavia St.  
 City Orange, Ca 92665 Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. (714) 997-0903  
 License No. 654506 100001936

Name Superior Pavement Markings Type of Work Striping  
 Address 5312 Cypress St.  
 City Cypress, Ca 90630 Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. (714) 995-9100  
 License No. 776306 1000001476

Name Smithson Electric Type of Work LOOPS  
 Address 1938 E. Katella Ave.  
 City Orange, Ca. 92867 Dollar Value of Subcontract \$ \_\_\_\_\_  
 Phone No. (714) 997-9556  
 License No. 614518 1000001610

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

# APPENDIX "A"

**APPLICATION FOR  
USE TAX DIRECT PAYMENT PERMIT**

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.



Bond No. 7652734  
Premium: \$1,975.00  
Premium is for contract term and is subject  
to adjustment based on final contract price  
Executed in: 2 Counterparts

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (Incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Street Improvements (R-7084) and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 3rd day of April, 2017.

ALL AMERICAN ASPHALT, a California corporation

By: [Signature]  
Name: Edward J. Carlson  
Title: Vice President

By: [Signature]  
Name: Michael Fortas  
Title: Secretary

Approved as to form this 13<sup>th</sup> day of April, 2017.

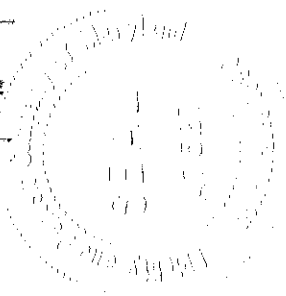
CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

Fidelity and Deposit Company of Maryland  
SURETY, admitted in California

By: [Signature]  
Name: Rebecca Haas-Bates  
Title: Attorney-in-Fact  
Telephone: (213) 270-0600

Approved as to sufficiency this 11<sup>th</sup> day of April, 2017.

By: [Signature]  
City Manager/City Engineer



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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 Riverside

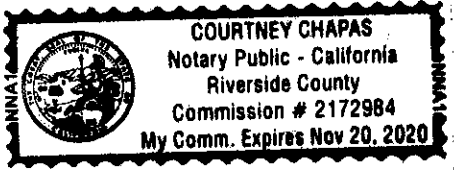
On April 6, 2017 before me, Courtney Chapas, Notary Public  
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson, Michael Farkas  
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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Courtney Chapas  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Performance Bond

Document Date: April 3, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

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

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing:  
All American Asphalt

Signer's Name: Michael Farkas

- Individual
- Corporate Officer – Title(s): Secretary
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Other: \_\_\_\_\_

RIGHT THUMBPRINT OF SIGNER  
Top of thumb here

Signer is Representing:  
All American Asphalt

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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 )

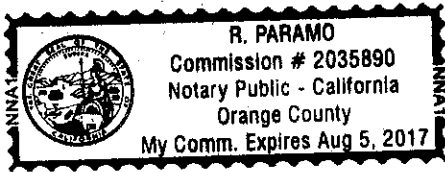
On 04/03/2017 before me, R. Paramo, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates  
*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*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 7652734 Document Date: 04/03/2017  
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

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

Signer's Name: Rebecca Haas-Bates  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_  
 Corporate Officer -- Title(s): \_\_\_\_\_  
 Partner --  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_

PRF7652734

Bond Number

City of Long Beach

Obligee

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of April, A.D. 2017.

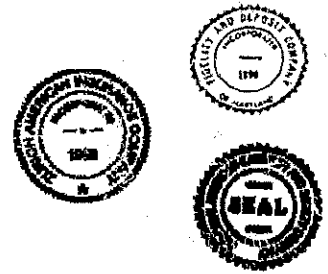
ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Michael P. Bond*

*Eric D. Barnes*

By: *Michael P. Bond*  
Vice President

By: *Eric D. Barnes*  
Secretary



State of Maryland  
County of Baltimore

On this 3rd day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 3rd day of April, 2017.



*Gerald F. Haley*

By: Gerald F. Haley, Vice President

LABOR AND MATERIAL BOND

Bond No.: 7652734

Premium is included in the performance bond

Executed in: 2 Counterparts

KNOW ALL MEN BY THESE PRESENTS: That we, ALL AMERICAN ASPHALT, a California corporation, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Street Improvements (R-7084) is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 3rd day of April, 2017.

ALL AMERICAN ASPHALT, a California corporation

By: [Signature]
Name: Edward J. Carlson
Title: Vice President

By: [Signature]
Name: Michael Farkas
Title: Secretary

Approved as to form this 13th day of April, 2017.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

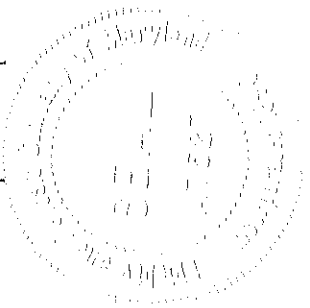
Fidelity and Deposit Company of Maryland
SURETY, admitted in California

By: [Signature]
Name: Rebecca Haas-Bates
Title: Attorney-in-Fact

Telephone: (213) 270-0600

Approved as to sufficiency this 11th day of April, 2017.

By: [Signature]
City Manager/City Engineer



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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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 Riverside

On April 6, 2017 before me, Courtney Chapas, Notary Public  
Date Here Insert name and Title of the Officer

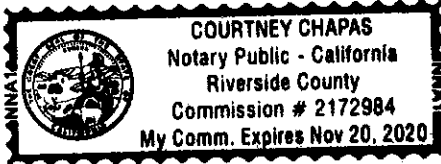
personally appeared Edward J. Carlson, Michael Farkas  
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal

Signature Courtney Chapas  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Payment Bond

Document Date: April 3, 2017 Number of Pages: 1

Signer(s) Other Than Named Above: None

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

Signer's Name: Edward J. Carlson

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:  
All American Asphalt

Signer's Name: Michael Farkas

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:  
All American Asphalt

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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State of California )  
County of Orange )

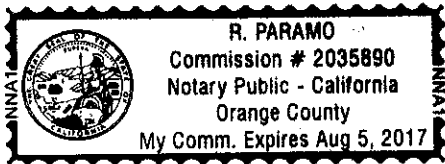
On 04/03/2017 before me, R. Paramo, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates  
*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*

*Place Notary Seal Above*

**OPTIONAL**

*Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.*

**Description of Attached Document**

Title or Type of Document: Payment Bond No. 7652734 Document Date: 04/03/2017  
Number of Pages: One(1) Signer(s) Other Than Named Above: All American Asphalt

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

Signer's Name: Rebecca Haas-Bates  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



PRF7652734

Bond Number

City of Long Beach

Obligee

ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Rebecca Haas-Bates its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 3rd day of April, A.D. 2017.

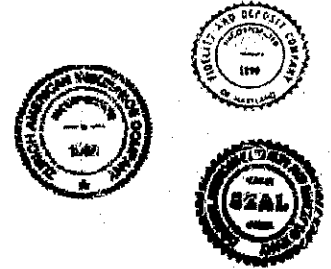
ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

*Michael P. Bond*

*Eric D. Barnes*

By: *Michael P. Bond*  
Vice President

By: *Eric D. Barnes*  
Secretary



State of Maryland  
County of Baltimore

On this 3rd day of April, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, Vice President and Eric D. Barnes, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2019



**EXTRACT FROM BY-LAWS OF THE COMPANIES**

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

**CERTIFICATE**

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 3rd day of April, 2017.



*Gerald F. Haley*

By: Gerald F. Haley, Vice President