

1 the total compensation to Contractor shall not exceed the maximum cumulative
2 amount of Thirty-Two Million Nine Hundred Twenty-Five Thousand Three Hundred
3 Dollars (\$32,925,300) for the estimated quantities established in the Bid, subject to
4 additions or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7191 (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. C-6550 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; the
18 Citywide Project Labor Agreement; this Contract and all documents attached hereto
19 or referenced herein including but not limited to insurance; Bond for Faithful
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
21 addenda or change orders issued in accordance with the Standard Specifications;
22 any permits required and issued for the work; approved final design drawings and
23 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").
24 These Contract Documents are incorporated herein by the above reference and
25 form a part of this Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
27 if any conflict or inconsistency exists or develops among or between Contract
28 Documents, the following priority shall govern: 1) Permit(s) from other public

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

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date
9 to be specified in a written Notice to Proceed from City and shall complete all work within
10 two hundred fifty (250) working days thereafter, subject to strikes, lockouts and events
11 beyond the control of Contractor. Time is of the essence hereunder. City will suffer
12 damage if the work is not completed within the time stated, but those damages would be
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
14 damages, the amount stated in the Contract Documents.

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

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

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

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

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

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

14 10. WORK DAY. Contractor shall comply with Sections 1810 through
15 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
16 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by
17 Contractor or any subcontractor for each calendar day such worker is required or permitted
18 to work more than eight (8) hours unless that worker receives compensation in accordance
19 with Section 1815.

20 11. PREVAILING WAGE RATES. Contractor is directed to pay the
21 general rate of per diem wages for each craft, classification, or type of worker needed to
22 execute the contract (prevailing wage rates). Copies of the current prevailing rate of per
23 diem wages are on file at its principal office (Labor Compliance Division, 411 W. Ocean
24 Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any
25 interested party upon request. Contractor is required to post a copy of the determination of
26 the director of the prevailing rate of per diem wages at each job site. Pursuant to Section
27 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200)
28 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,

1 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
2 work done by Contractor, or any subcontractor, under this Contract. The difference
3 between the prevailing wage rates and the amount paid to each worker for each calendar
4 day or portion thereof for which each worker was paid less than the prevailing wage rate
5 shall be paid to each worker by the Contractor or subcontractor.

6 12. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE.

7 Contractor is advised that this work constitutes a public work of improvement subject to
8 California Labor Code Division 2, Part 7, Chapter 1, Articles 1-5, §§1720-1861. Pursuant
9 to Labor Code Section 1771.1. Contractor or subcontractors shall not be qualified to bid
10 on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public
11 contract Code, or engage in the performance of any contract for public work, as defined in
12 the California Labor Code, unless currently registered and qualified to perform public work
13 pursuant to Section 1725.5. Contract (or associated subcontracts) shall not be entered into
14 without proof of the Contractor's (or subcontractor's) current registration to perform public
15 work pursuant to Section 1725.5. All work conducted in support of this public work of
16 improvement is subject to compliance monitoring and enforcement by the Department of
17 Industrial Relations. Contractor will abide by all applicable apprenticeship requirements in
18 the California Labor Code Section 1777.5 and will be responsible for subcontractor
19 apprenticeship compliance to the same.

20 13. CERTIFIED PAYROLL RECORDS.

21 A. Pursuant to the provisions of Labor Code Section 1776,
22 Contractor shall keep and shall cause each subcontractor performing any portion of
23 the work under this Contract to keep an accurate payroll record, showing the name,
24 address, social security number, work classification, straight time and overtime
25 hours worked each day and week, and the actual per diem wages paid to each
26 journeyman, apprentice, worker, or other employee employed by Contractor or
27 subcontractor in connection with the work. Such payroll records for Contractor and
28 all subcontractors shall be certified and shall be available for inspection at all

1 reasonable hours at the principal office of Contractor pursuant to the provisions of
2 Section 1776 of the Labor Code. Contractor's failure to furnish such records to City
3 or City's authorized Labor Compliance representative in the manner provided herein
4 for notices shall entitle City to withhold the penalty prescribed by law from progress
5 payments due to Contractor.

6 B. Contractor shall submit to the City certified payroll records for
7 Contractor and all subcontractors performing any portion of the work under this
8 Contract on a monthly basis. Certified payroll records for Contractor and all
9 subcontractors shall be maintained during the course of the work and shall be kept
10 by Contractor for at least three (3) years after completion of the work.

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

15 14. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

24 B. If Contractor is prevented, in any manner, from strict
25 compliance with the Plans and Specifications due to any Federal or State law, rule
26 or regulation, in addition to all other rights and remedies reserved to the parties City
27 may by resolution of the City Council suspend performance hereunder until the
28 cause of disability is removed, extend the time for performance, make changes in

1 the character of the work or materials, or terminate this Contract without liability to
2 either party.

3 15. NOTICES.

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

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

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

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

26 18. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
2 or the negligence or willful misconduct of City, then Contractor shall immediately make the
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be
5 deducted from the amount due Contractor from City hereunder.

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

9 20. TAXES AND TAX REPORTING.

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

18 B. Contractor shall cooperate with City in all matters relating to
19 taxation and the collection of taxes, particularly with respect to the self-accrual of
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
21 materials, equipment, supplies, or other tangible personal property totaling over One
22 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a
23 qualified Contractor shall complete and submit to the appropriate governmental
24 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts
25 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor
26 shall obtain a sub-permit from the California Department of Tax and Fee
27 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor
28 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible

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personal property that was subject to sales or use tax in the previous calendar year.

C. Contractor shall create and operate a buying company, as defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over Five Million Dollars (\$5,000,000.00) 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 One Hundred Thousand Dollars (\$100,000.00) 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 Five Hundred Thousand Dollars (\$500,000.00) 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 request a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing and will be subject to City review and approval. Contractor may contact the Financial Management Department, Budget Management Bureau at (562) 570-6425 for assistance with the form.

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

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

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

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

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

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

1 Documents.

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

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

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

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

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

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

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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.

31. PROJECT LABOR AGREEMENT. This Project is covered by a Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the Los Angeles/Orange Counties Building and Construction Trades Council and the signatory Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours worked. The local hire provision requires best efforts to utilize qualified workers residing in first tier zip codes (which include all of the City of Long Beach), then in second tier zip codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties. However, if Project work is funded in full or in part by State of California Tideland funds, then the local hire provision requires best efforts to utilize qualified workers residing within the Counties of Los Angeles or Orange. In addition, there is a provision with a goal of ten percent (10%) to hire Transitional Workers and Veterans. Contractor shall complete and deliver to City the form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to comply with the PLA. Contractor agrees to work with the City and its selected Independent Jobs Coordinator, if applicable, to promote the local hiring goals and

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

1 objectives of the PLA.

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

GRANITE CONSTRUCTION, COMPANY, a California corporation

October 18, 2022

By *[Signature]*
Name Kenneth B. Olson
Title Senior Vice President of Corporate Finance



By See Attached Certificate of Secretary
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

November 4, 2022

By *[Signature]*
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

This Contract is approved as to form on NOVEMBER 1, 2022.

CHARLES PARKIN, City Attorney

By *[Signature]*
Deputy

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

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.

ACKNOWLEDGMENT

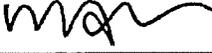
State of California
County of Santa Cruz

On October 18, 2022 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Kenneth B. Olson,
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 
Mariella Rubio, Notary Public

(Seal)



Premium Amount \$72,436.00

PERFORMANCE BOND
(Bond for Faithful Performance)

Performance Bond
No. Travelers: 107611712
Federal: K41543139
CNA: 30163772

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to GRANITE CONSTRUCTION COMPANY, a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Artesia Great Boulevard Project, as described in Specification No.: R-7191, 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 Travelers Casualty and Surety Company of America* 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 Thirty-Two Million Nine Hundred Twenty-Five Thousand Three Hundred Dollars (\$32,925,300) 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.

Company Profile

Reset
Company Profile
Search

Company Complaints

Company Performance
& Comparison Data

Enforcement Actions

Consumer Complaint
Study

Workers' Compensation

Workers' Compensation
Complaint & Requests
for Action/Appeals
Contact Information

Additional Information

View
Financial Disclaimer

Company Profile Search

Lines of Insurance Search

Other Insurance Entities

Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

1 Tower Sq, Hartford, CT 06183-0001
C/O TRAVELERS/AETNA PROP CAS C

Show All Name History Agent for Service Reference Information Lines of Business Financial Sta

Name History

Legal Name	Name Status	Effective Date
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	Current	07/01/1997
AETNA CASUALTY & SURETY COMPANY OF AMERICA	Old	

Agent for Service

Full Name	Effective From Date	Attn Or Co	Full Address	Contact Phone
Melissa DeKoven	04/30/2019	Corporation Service Company	2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505	888-690-2882

Reference Information

Identification

CA #	2444-8
NAIC	31194
NAIC Group	3548
NAIC Group Name	Travelers Grp

Classification

Category	Insurer
Category Type	Property & Casualty
Status	Unlimited-Normal
License Category	Admitted

Location

State Name	Connecticut
Origin	Foreign
Country	-
Form	Stock

Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

Lines of Business

Fire

Marine

Surety

Disability

Plate Glass

Liability

Workers' Compensation

Common Carrier Liability

Boiler And Machinery

Lines of Business

Burglary

Credit

Sprinkler

Team And Vehicle

Automobile

Aircraft

Financial Statements

* Year

California Department of Insurance Disclaimer

The Annual and Quarterly Financial Statements are submitted to the California Department of Insurance ("CDI") pursuant to California Insurance Code Sections 900 and 931 and California Code of Regulations Section 2308.1. The information is furnished to the CDI by California admitted insurers and is provided to the public "AS IS" pursuant to California Insurance Code Section 12921.2.

The CDI does not guarantee the truth, accuracy, adequacy or completeness of the data contained in the insurers' Annual and Quarterly Financial Statements and expressly disclaims any liability for any errors, omissions, or the result obtained from the use of such data.

Individuals who are unable to access the Annual and Quarterly Financial Statements may contact the CDI at CustodianofRecords@insurance.ca.gov for additional information.

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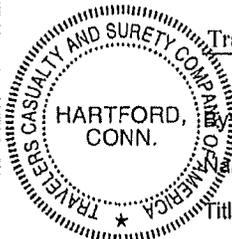
Copyright © California Department of Insurance

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 18th day of September, 2022.



Travelers Casualty and Surety Company of America*
 Surety Name
 Signature
 Name: Isabel Barron
 Printed Name
 Title: Attorney In Fact

Granite Construction COMPANY, a California corporation
 By: [Signature]
 Signature
 Name: Kenneth B. Olson
 Printed Name
 Title: Senior Vice President of Corporate Finance



Address: 1 Tower Square Hartford, CT 06183**
 Telephone: 860-277-8170
 Ashley Stinson, Attorney In Fact
 Attorney-in-Fact

By: See Attached Certificate of Secretary
 Signature
 Name: _____
 Printed Name
 Title: _____



[Signature]
 Signature

*Federal Insurance Company
 The Continental Insurance Company
 Jointly and Severally Liable
 **Whitehouse Station, NJ, Chicago, IL, respectively

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

NOVEMBER 1, 2022 _____, 2022

Approved as to form.

Approved as to sufficiency.

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

CITY OF LONG BEACH, a municipal corporation
 By: _____
 City Manager/City Engineer

- 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.

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.

ACKNOWLEDGMENT

State of California
County of Santa Cruz

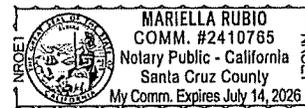
On October 18, 2022 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Kenneth B. Olson,
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  (Seal)
Mariella Rubio, Notary Public



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.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

On October 18, 2022 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Isabel Barron and Ashley Stinson,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
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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  (Seal)
Mariella Rubio, Notary Public



Payment Bond
No. Travelers: 107611712
Federal: K41543139
CNA: 30163772

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to GRANITE CONSTRUCTION, COMPANY, a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Artesia Great Boulevard Project, as described in Specification No.: R-7191, 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 Travelers Casualty and Surety Company of America* 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 Thirty-Two Million Nine Hundred Twenty-Five Thousand Three Hundred Dollars (\$32,925,300) 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.

Company Profile

Reset
Company Profile
Search

Company Complaints

Company Performance
& Comparison Data

Enforcement Actions

Consumer Complaint
Study

Workers' Compensation

Workers' Compensation
Complaint & Requests
for Action/Appeals
Contact Information

Additional Information

View
Financial Disclaimer

Company Profile Search

Lines of Insurance Search

Other Insurance Entities

Company Profile

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

1 Tower Sq, Hartford, CT 06183-0001
C/O TRAVELERS/AETNA PROP CAS C

[Show All](#)
[Name History](#)
[Agent for Service](#)
[Reference Information](#)
[Lines of Business](#)
[Financial Sta](#)

Name History

Legal Name	Name Status	Effective Date
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA	Current	07/01/1997
AETNA CASUALTY & SURETY COMPANY OF AMERICA	Old	

Agent for Service

Full Name	Effective From Date	Attn Or Co	Full Address	Contact Phone
Melissa DeKoven	04/30/2019	Corporation Service Company	2710 Gateway Oaks Drive, Suite 150N, Sacramento, CA 95833-3505	888-690-2882

Reference Information

Identification

CA #	2444-8
NAIC	31194
NAIC Group	3548
NAIC Group Name	Travelers Grp

Classification

Category	Insurer
Category Type	Property & Casualty
Status	Unlimited-Normal
License Category	Admitted

Location

State Name	Connecticut
Origin	Foreign
Country	-
Form	Stock

Lines of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

Lines of Business

Fire

Marine

Surety

Disability

Plate Glass

Liability

Workers' Compensation

Common Carrier Liability

Boiler And Machinery

Lines of Business

Burglary

Credit

Sprinkler

Team And Vehicle

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Aircraft

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* Year

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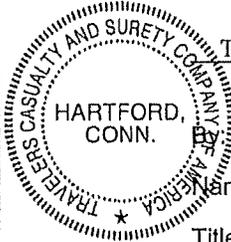
[Internships](#)

[Free Document Readers](#)

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IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 18th day of September, 2022.



Travelers Casualty and Surety Company of America*

Surety Name

Signature

Name: Isabel Barron

Title: Attorney In Fact

Address: 1 Tower Square Hartford, CT 06183**

Telephone: 860-277-8170

Ashley Stinson, Attorney In Fact

Attorney-in-Fact

Signature

*Federal Insurance Company
The Continental Insurance Company
Jointly and Severally Liable
**Whitehouse Station, NJ, Chicago, IL, respectively

Granite Construction, COMPANY a California corporation

By: Signature

Name: Kenneth B. Olson

Title: Senior Vice President of Corporate Finance

By: See Attached Certificate of Secretary
Signature

Name: _____
Printed Name

Title: _____



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

NOVEMBER 1, 2022

_____, 2022

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: Signature
City Manager/City Engineer

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.

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

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.

ACKNOWLEDGMENT

State of California
County of Santa Cruz)

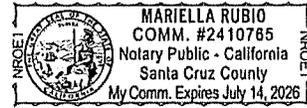
On October 18, 2022 before me, Mariella Rubio, Notary Public
(insert name and title of the officer)

personally appeared Kenneth B. Olson,
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  (Seal)
Mariella Rubio, Notary Public



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State of California
County of Santa Cruz)

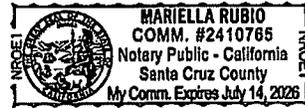
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person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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  (Seal)
Mariella Rubio, Notary Public



GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted effective June 27, 2022 by a Unanimous Written Consent of the Board of Directors in accordance with the provisions of Article III, Section 9 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kenneth B. Olson	Senior Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Bradley J. Williams	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Nicholas B. Blackburn	Vice President, Tax & Assistant Secretary
Staci M. Woolsey	Chief Accounting Officer & Assistant Secretary

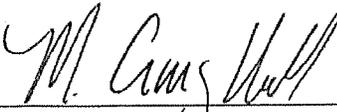
RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

Kyle T. Larkin	President & Chief Executive Officer
Elizabeth L. Curtis	Executive Vice President, Chief Financial Officer & Assistant Secretary
James A. Radich	Executive Vice President, Chief Operating Officer & Assistant Secretary
Brian R. Dowd	Senior Vice President, Group Manager & Assistant Secretary
Timothy W. Gruber	Senior Vice President, Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kenneth B. Olson	Senior Vice President of Corporate Finance, Treasurer, Assistant Financial Officer & Assistant Secretary
Michael G. Tatusko	Senior Vice President, Group Manager & Assistant Secretary
Bradley J. Williams	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Investor Relations
James D. Nickerson	Vice President & Assistant Secretary
Nicholas B. Blackburn	Vice President, Tax & Assistant Secretary
Staci M. Woolsey	Chief Accounting Officer & Assistant Secretary
Jordy L. Murray	Deputy General Counsel & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary
Clinton R. Clark	Assistant Secretary
Todd N. Burford	Assistant Secretary

Dated: June 30, 2022



M. Craig Hall





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

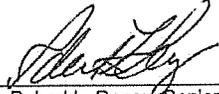
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Isabel Barron of WATSONVILLE, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

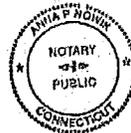
City of Hartford ss.

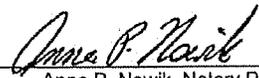
By: 
 Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

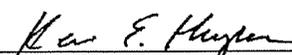
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of October, 2022.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
 Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Ashley Stinson of WATSONVILLE, California, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

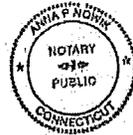
City of Hartford ss.

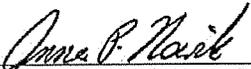
By: 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

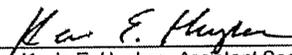
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 18th day of October, 2022.




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Isabel Barron, Jigisha Desai, John D. Gilliland, Maria Gomez, Roberto J. Rivera-Rodriguez, Mariela Rubio, Ashley Stinson and Tobi Stonich Telesco of Watsonville, California -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business on behalf of GRANITE CONSTRUCTION INCORPORATED and all Subsidiaries alone or in joint venture as principal, in connection with bids, proposals or contracts to or with the United States of America, any State or political subdivision thereof or any person, firm or corporation. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 10th day of December, 2020.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 10th day of December, 2020 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316885
Commission Expires July 18, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this **October 18, 2022**



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John D Gilliland, Jigisha Desai, Ashley Stinson, Tobi Stonich Telesco, Isabel Barron, Roberto J Rivera-Rodriguez, Maria Gomez, Mariela Rubio, Individually

of Watsonville, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of June, 2021.



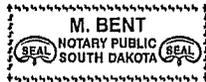
The Continental Insurance Company

Handwritten signature of Paul T. Bruflat

Paul T. Bruflat Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of June, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

Handwritten signature of M. Bent

M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this October 18, 2022



The Continental Insurance Company

Handwritten signature of D. Johnson

D. Johnson Assistant Secretary

Form F6850-4/2012

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

“RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

EXHIBIT A

Awarded: Base Bid

BIDDER'S NAME: Granite Construction Company

**BID TO THE CITY OF LONG BEACH
ARTESIA GREAT BOULEVARD**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on August 24, 2022, 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-7191 at the prices listed below.

Bid Item Numbers 92 through 132 are designated as "Specialty Items". (S) denotes "specialty items" in the bid.

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.

<p align="center">BASE BID ARTESIA GREAT BOULEVARD SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE</p>						
ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	GP 7-8.6	Stormwater Best Management Practices (BMPs)	1	LS	\$61,000.00	\$61,000.00
2.	600-1	Traffic Control (250 Working Days)	1	LS	\$1,678,276.00	\$1,678,276.00
3.	GP 2-9	Monument Restoration & Perpetuation	1	LS	\$59,000.00	\$59,000.00
4.	309	Adjust Survey Monument Casing & Cover	42	EA	\$1,250.00	\$52,500.00
5.	GP 6-1	Scheduling (Baseline & Bi-weekly updates)	1	LS	\$16,560.00	\$16,560.00
6.	300-1	Clearing and Grubbing	5	ACRE	\$12,100.00	\$60,500.00
7.	300-2	Unclassified Excavation (Median)	6,000	CY	\$153.00	\$918,000.00
8.	300-1.3.2c	Concrete Removal (Sidewalk, Curbs, Curb & Gutter, Curb Ramps, Bus Pads)	2,500	CY	\$165.00	\$412,500.00
9.	300-1.3.2a	Asphalt Concrete (AC) Pavement Removal (Bituminous Pavement)	9,600	CY	\$81.00	\$777,600.00
10.	300-1.3.2g	Tree Removal (Up to 24" dia. trunk)	42	EA	\$1,725.00	\$72,450.00
11.	300-1.3.2g	Tree Removal (25" dia. & larger trunk)	110	EA	\$1,725.00	\$189,750.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12.	302-1	Cold Milling Asphalt Concrete (3" max. depth)	97,800	SY	\$4.25	\$415,650.00
13.	302-9	Asphalt Rubberized Hot Mix (ARHM) Pavement	16,100	TON	\$142.00	\$2,286,200.00
14.	302-5	AC Pavement	16,830	TON	\$123.00	\$2,070,090.00
15.	301-2	Crushed Miscellaneous Base (CMB)	4,500	CY	\$78.00	\$351,000.00
16.	302-4	Slurry Seal	4	TON	\$8,500.00	\$34,000.00
17.	302-3	Microsurfacing (Cool Pavement Coating)	201,600	SF	\$4.70	\$947,520.00
18.	303-5	Portland Cement Concrete (PCC) 8" Curb Integral	26,500	LF	\$20.50	\$543,250.00
19.	303-5	PCC 6" Curb (Pinned)	10,900	LF	\$22.50	\$245,250.00
20.	303-5	PCC 4" Mountable Curb (Pinned)	300	LF	\$44.50	\$13,350.00
21.	303-5	PCC 8" Curb & Gutter, W=24"	7,100	LF	\$74.50	\$528,950.00
22.	303-5	PCC Sidewalk	59,500	SF	\$7.00	\$416,500.00
23.	303-5	PCC Driveway	13,000	SF	\$15.00	\$195,000.00
24.	303-5	PCC Alley Intersection	690	SF	\$31.00	\$21,390.00
25.	303-5	PCC Bus Stop Street Pad	13,100	SF	\$21.50	\$281,650.00
26.	303-5	PCC Bike Ramp	6,100	SF	\$13.50	\$82,350.00
27.	303-5	PCC Curb Ramp w/Detectable Warning Surface	99	EA	\$3,600.00	\$356,400.00
28.	303-5	PCC Cross Gutter	6,210	SF	\$23.50	\$145,935.00
29.	303-5	PCC Local Depression	260	SF	\$62.00	\$16,120.00
30.	303-6 & 303-7	PCC Decorative Sidewalk (Stamped & Colored Concrete)	15,900	SF	\$20.00	\$318,000.00
31.	303-6 & 303-7	PCC Decorative Crosswalk (Stamped & Colored Concrete)	19,200	SF	\$27.00	\$518,400.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
32.	800-1.2.6	Construct Tree Wells w/ Root Barrier	103	EA	\$388.00	\$39,964.00
33.	201-10	Detectable Warning Surface	4,200	SF	\$40.00	\$168,000.00
34.	306-11	Catch Basin	36	EA	\$11,800.00	\$424,800.00
35.	306-11	Trench Drain	1,088	LF	\$390.00	\$424,320.00
36.	306-11	Infiltration Basin w/ Tree Box	13	EA	\$2,850.00	\$37,050.00
37.	800-2	Irrigation Water Meter	5	EA	\$15,500.00	\$77,500.00
38.	800-2	Irrigation Back Flow & Enclosure	5	EA	\$6,500.00	\$32,500.00
39.	800-2	Irrigation Master Valve & Flow Sensor	5	EA	\$3,800.00	\$19,000.00
40.	800-2	Irrigation Controller	5	EA	\$18,000.00	\$90,000.00
41.	800-2	Irrigation Valves	141	EA	\$600.00	\$84,600.00
42.	800-2	Remote Control Drip Valve	47	EA	\$750.00	\$35,250.00
43.	800-2	Drip Line Irrigation System	45,000	SF	\$1.85	\$83,250.00
44.	800-2	Tree Irrigation System (EA=Two Bubblers per Tree)	394	EA	\$231.00	\$91,014.00
45.	800-2	Irrigation Mainline (Schedule 40)	10,269	LF	\$9.00	\$92,421.00
46.	800-2	Irrigation Laterals (Schedule 40)	30,360	LF	\$5.75	\$174,570.00
47.	800-2	Irrigation Sleeve (Schedule 40)	8,200	LF	\$40.00	\$328,000.00
48.	800-2	Landscape Maintenance	1	LS	\$49,500.00	\$49,500.00
49.	800-1.1	Top Soil Backfill	150	CY	\$82.00	\$12,300.00
50.	800-12.4	Soil Amendment	284	CY	\$66.00	\$18,744.00
51.	800-1.25	Decomposed Granite	520	CY	\$220.00	\$114,400.00
52.	800-1.4	1-Gallon Mat Rush Breeze Planting	2,800	EA	\$17.00	\$47,600.00
53.	800-1.4	1-Gallon Spreading Rush Planting	48	EA	\$15.00	\$720.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
54.	800-1.4	1-Gallon Blue Glow Agave Planting	1,790	EA	\$ 25.00	\$ 44,750.00
55.	800-1.4	1-Gallon Red Yucca Planting	1,050	EA	\$ 15.00	\$ 15,750.00
56.	800-1.4	24" Box Arapaho Crape Myrtle Tree	138	EA	\$ 573.00	\$ 79,074.00
57.	800-1.4	24" Box Natchez Crape Myrtle Tree	128	EA	\$ 550.00	\$ 70,400.00
58.	800-1.4	18- Foot Brown Trunk Date Palm Tree	131	EA	\$ 3,850.00	\$ 504,350.00
59.	800-1.2.6	Root Barriers (per tree)	397	EA	\$ 82.00	\$ 24,108.00
60.	303-6 303-7	Rock Set Vertical in Concrete (City Right-of-Way Only)	45,900	SF	\$ 14.00	\$ 642,600.00
61.	303-6 303-7	Rock Set Flat in Concrete	7,800	SF	\$ 11.50	\$ 89,700.00
62.	700 & 701	Furnish & Install Complete Street Light & Concrete Base	4	EA	\$ 11,500.00	\$ 46,000.00
63.	700 & 701	Furnish & Install Complete Pedestrian Light and Concrete Base (14-foot Pole)	16	EA	\$ 10,000.00	\$ 160,000.00
64.	700 & 701	Furnish & Install Complete Pedestrian Light and Concrete Base (11-foot Pole)	85	EA	\$ 9,700.00	\$ 824,500.00
65.	700 & 701	Furnish & Install Lighting Power Circuit, Below Grade	20,000	LF	\$ 41.00	\$ 820,000.00
66.	700 & 701	Furnish & Install No. 5(T) Traffic Pull Box	144	EA	\$ 1,900.00	\$ 273,600.00
67.	700 & 701	Furnish & Install Equipment Power Circuit, Below Grade	3,300	LF	\$ 36.50	\$ 120,450.00
68.	700 & 701	Furnish & Install Service Pedestal & Foundation (Complete) for Street Lighting & New Electrical Service	7	EA	\$ 1,300.00	\$ 9,100.00
69.	701 & 701	Furnish & Install Spare Conduit Below Grade	1,100	LF	\$ 34.00	\$ 37,400.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
70.	700 & 701	Furnish & Install Circuit Breaker in Existing Lighting Pedestals	4	EA	\$ 210.00	\$ 840.00
71.	700 & 701	Furnish 4 Relay Astronomical Time Clock in Existing Lighting Pedestal	1	EA	\$ 3,150.00	\$ 3,150.00
72.	314	Pavement Markings (Arrows, Words, Symbols, Legend, 24" crosswalks)	15,700	SF	\$ 4.13	\$ 64,841.00
73.	314	4" White Solid Stripe (Detail per Plan)	10,270	LF	\$ 0.80	\$ 8,216.00
74.	314	6" White Solid Stripe w/ Type G Pavement Marker (Detail per Plan)	49,100	LF	\$ 1.00	\$ 49,100.00
75.	314	6" White Lane Line Stripe w/ Type G Pavement Marker (Detail 9)	27,498	LF	\$ 0.75	\$ 20,623.50
76.	314	6" Yellow Double Solid Stripe w/ Type D Pavement Marker (Detail per Plan)	4,420	LF	\$ 1.70	\$ 7,514.00
77.	314	6" White Lane Extension Through Intersection Stripe (Detail per Plan)	2,550	LF	\$ 1.10	\$ 2,805.00
78.	314	8" White Solid Stripe w/ Type G Pavement Marker (Detail 38)	390	LF	\$ 1.40	\$ 546.00
79.	314	8" White Solid Stripe (Detail 38A & Chevron)	10,600	LF	\$ 1.10	\$ 11,660.00
80.	314	12" White Limit Line Stripe	2,790	LF	\$ 2.15	\$ 5,998.50
81.	314	Bike Lane Striped Buffer w/ 8" Chevron	11,720	LF	\$ 1.60	\$ 18,752.00
82.	314	Bike Lane Extension Stripes w/ Green Preformed Pavement Markings	729	EA	\$ 351.00	\$ 255,879.00
83.	314	Bike Lane Arrow & Bike Lane Symbol w/ Green Preformed Pavement Markings	150	EA	\$ 810.00	\$ 121,500.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
84.	314	K71 Green Flexible Marker Post	370	EA	\$ 260.00	\$ 96,200.00
85.	314	Curb Paint - Curbs	12,725	LF	\$ 1.10	\$ 13,997.50
86.	314	Curb Paint - Yellow Reflective on Median Nose	209	LF	\$ 1.10	\$ 229.90
87.	314	Remove Striping	50,000	LF	\$ 0.80	\$ 40,000.00
88.	315	New Sign	92	EA	\$ 135.00	\$ 12,420.00
89.	315	New Post	31	EA	\$ 162.00	\$ 5,022.00
90.	315	Replace Sign Panel (In-Kind)	17	EA	\$ 135.00	\$ 2,295.00
91.	315	Remove Sign	20	EA	\$ 54.00	\$ 1,080.00
92.	Division F	Traffic Signal Improvements - Susan Rd/Harbor Ave (S)	1	LS	\$ 284,000.00	\$ 284,000.00
93.	Division F	Traffic Signal Improvements - Long Beach Blvd (S)	1	LS	\$ 330,000.00	\$ 330,000.00
94.	Division F	Traffic Signal Improvements - Muriel Ave (S)	1	LS	\$ 420,000.00	\$ 420,000.00
95.	Division F	Traffic Signal Improvements - Butler Ave (S)	1	LS	\$ 320,000.00	\$ 320,000.00
96.	Division F	Traffic Signal Improvements - Atlantic Ave (S)	1	LS	\$ 359,000.00	\$ 359,000.00
97.	Division F	Traffic Signal Improvements - Myrtle Ave (S)	1	LS	\$ 135,000.00	\$ 135,000.00
98.	Division F	Traffic Signal Improvements - Orange Ave (S)	1	LS	\$ 135,000.00	\$ 135,000.00
99.	Division F	Traffic Signal Improvements - Gundry Ave (S)	1	LS	\$ 413,000.00	\$ 413,000.00
100.	Division F	Traffic Signal Improvements - Rose Ave (S)	1	LS	\$ 402,000.00	\$ 402,000.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
101.	Division F	Traffic Signal Improvements - Indiana Ave (S)	1	LS	\$ 456,000.00	\$ 456,000.00
102.	Division F	Traffic Signal Improvements - Walnut Ave (S)	1	LS	\$ 258,000.00	\$ 258,000.00
103.	Division F	Traffic Signal Improvements - Cherry Ave (S)	1	LS	\$ 220,000.00	\$ 220,000.00
104.	Division F	Traffic Signal Improvements - Paramount Blvd (S)	1	LS	\$ 230,000.00	\$ 230,000.00
105.	Division F	Traffic Signal Improvements - Orizaba Ave (S)	1	LS	\$ 322,500.00	\$ 322,500.00
106.	Division F	Traffic Signal Improvements - Obispo Ave (S)	1	LS	\$ 270,000.00	\$ 270,000.00
107.	Division F	Traffic Signal Improvements - Downey Ave (S)	1	LS	\$ 372,000.00	\$ 372,000.00
108.	Division F	Furnish & Install Ethernet Layer 2 Ethernet Switch (S)	17	EA	\$ 5,500.00	\$ 93,500.00
109.	Division F	Furnish & Install Ethernet Layer 3 Ethernet Router (S)	4	EA	\$ 25,000.00	\$ 100,000.00
110.	Division F	Furnish & Install 1U FDU, Splice Cassette, and Cabinet Termination (S)	20	EA	\$ 2,100.00	\$ 42,000.00
111.	Division F	Furnish & Install 4U FDU, Splice Cassette, and Cabinet Termination (S)	3	EA	\$ 7,900.00	\$ 23,700.00
112.	Division F	Furnish & Install 3" Conduit along existing pavement/sidewalk (S)	17,600	LF	\$ 47.50	\$ 836,000.00
113.	Division F	Furnish & Install Dura-Line's FuturePath MicroDuct (or City Approved) in new 3" Communications Conduit w/ Locate Wire and Pull Tape (S)	17,600	LF	\$ 6.60	\$ 116,160.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
114.	Division F	Furnish & Install 288-strand SMFOC & Splicing (S)	1	LS	\$176,000.00	\$176,000.00
115.	Division F	Furnish & Install 12-strand SMFOC & Splicing (S)	1	LS	\$31,500.00	\$31,500.00
116.	Division F	Furnish & Install Splice Closure (S)	17	EA	\$1,950.00	\$33,150.00
117.	Division F	Furnish & Install N48E Vault (S)	19	EA	\$4,650.00	\$88,350.00
118.	Division F	Furnish & Install No. 6 Pull Box w/ 2 Extensions (S)	24	EA	\$1,230.00	\$29,520.00
119.	Division F	Furnish & Install No. 6 Pull Box (S)	6	EA	\$970.00	\$5,820.00
120.	Division F	Furnish & Install PTZ CCTV Camera w/ Cable (S)	6	EA	\$10,000.00	\$60,000.00
121.	Division F	Furnish & Install Data Collector (S)	16	EA	\$32,500.00	\$520,000.00
122.	Division F	Furnish & Install Transit Signal Priority Radios (S)	16	EA	\$4,400.00	\$70,400.00
123.	Division F	Fiber Testing & Acceptance (S)	1	LS	\$67,000.00	\$67,000.00
124.	Division F	System Integration Testing (S)	1	LS	\$70,200.00	\$70,200.00
125.	Division F	Furnish & Install CMS Cabinet & Foundation (Complete) (S)	4	EA	\$39,000.00	\$156,000.00
126.	Division F	Furnish & Install Pole & Foundation for CMS Sign (S)	4	EA	\$129,000.00	\$516,000.00
127.	Division F	Furnish & Install CMS Sign & Control Equipment (S)	4	EA	\$114,000.00	\$456,000.00
128.	Division F	Furnish & Install Service Pedestal for CMS Sign & Foundation (Complete) (S)	4	EA	\$12,900.00	\$51,600.00
129.	Division F	Furnish & Install CAT6E Cable for CMS Signs (S)	1	LS	\$16,100.00	\$16,100.00
130.	306-16	Fiber Optic Conduit on Bridge (No. 53-0820) (S)	1	LS	\$34,500.00	\$34,500.00

**BASE BID
ARTESIA GREAT BOULEVARD
SUSANA ROAD/HARBOR AVENUE TO DOWNEY AVENUE**

ITEM NO.	SPEC REF. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
131.	306-16	Fiber Optic Conduit on Bridge (No. 53-292) (S)	1	LS	\$ 82,000.00	\$ 82,000.00
132.	Division F	Temporary Traffic Signals (Phased) (S)	1	LS	\$ 245,000.00	\$ 245,000.00
133.	301-1	Adjust Manhole Frame & Cover to Finish Grade	127	EA	\$ 1,100.00	\$ 139,700.00
134.	301-1	Adjust Water Valve Box & Cover to Finish Grade	141	EA	\$ 960.00	\$ 135,360.00
135.	301-1	Adjust Water Meter & Cover to Finish Grade	44	EA	\$ 370.00	\$ 16,280.00
136.	301-1	Adjust Gas Valve Box & Cover to Finish Grade	36	EA	\$ 950.00	\$ 34,200.00
137.	301-1	Adjust Street Light Pullbox & Cover to Finish Grade	18	EA	\$ 750.00	\$ 13,500.00
138.	301-1	Adjust Traffic Signal Pullbox & Cover to Finish Grade	46	EA	\$ 1,200.00	\$ 55,200.00
139.	309	City Entry Monument	4	EA	\$ 57,000.00	\$ 228,000.00
140.	801-8	Decorative Planter	17	EA	\$ 2,500.00	\$ 42,500.00
141.	801-8	Benches	18	EA	\$ 7,800.00	\$ 140,400.00
142.	801-8	Bus Stop Shelter	18	EA	\$ 26,000.00	\$ 468,000.00
143.	801-8	Furnish and Install Custom Bike Rack (Madrax Manufacturer or approved equal)	2	EA	\$ 25,000.00	\$ 50,000.00
144.	801-8	Trash Receptacle	19	EA	\$ 4,500.00	\$ 85,500.00
145.	9-3.4	Mobilization	1	LS	\$ 1,584,564.60	\$ 1,584,564.60

BASE BID TOTAL

\$ 32,925,300.00 / 100

699
500

(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:

Granite Construction Company



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

Scott Weather

Title: Vice President, South Coast Region

Date: August 1, 2022

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: WC 274978630
 - B. Name of Insurer (NOT Broker): Valley Forge Insurance Company - Part of CNA
 - C. Address of Insurer: CNA Plaza, Chicago, IL 60685
 - D. Telephone Number of Insurer: 312-822-5000

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): See attached
 - B. Automobile Liability Insurance Policy Number: GL 2074978689
 - C. Name of Insurer (NOT Broker): Valley Forge Insurance Company - Part of CNA
 - D. Address of Insurer: CNA Plaza, Chicago, IL 60685
 - E. Telephone Number of Insurer: 312-822-5000

- 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: 40

- 5) Estimated total wages to be paid those workers: \$2,500,000.00

- 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: 17

- 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, 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>V&E Tree Services</u>	Type of Work	<u>Tree Removal, Partial</u>
Address	<u>PO Box 3280</u>		
City	<u>Orange, CA 92865</u>	Dollar Value of Subcontract	<u>\$ 244,940.00</u>
Phone No.	<u>714-997-0903</u>		
License No.	<u>654506</u>	DIR Registration No.	<u>1000001936</u>
Name	<u>Bravo Sign & Design, Inc.</u>	Type of Work	<u>Signs and Structures, Partial</u>
Address	<u>520 S. Central Park Ave East</u>		
City	<u>Anaheim, CA 92802</u>	Dollar Value of Subcontract	<u>\$ 197,000.00</u>
Phone No.	<u>714-284-0500</u>		
License No.	<u>641391</u>	DIR Registration No.	<u>1000006083</u>
Name	<u>Elecnor Belco Electric</u>	Type of Work	<u>Electrical and Signal, Partial</u>
Address	<u>14320 Albers Way</u>		
City	<u>Chico, CA 91710</u>	Dollar Value of Subcontract	<u>\$ 11,689,280.00</u>
Phone No.	<u>909-993-5470</u>		
License No.	<u>738518</u>	DIR Registration No.	<u>1000004804</u>
Name	<u>Cal Stripe Inc.</u>	Type of Work	<u>Pavement Marking, Partial</u>
Address	<u>2040 East Steel Road</u>		
City	<u>Colton, CA 92324</u>	Dollar Value of Subcontract	<u>\$ 773,368.00</u>
Phone No.	<u>909-884-7170</u>		
License No.	<u>685387</u>	DIR Registration No.	<u>1000001100</u>
Name	<u>Kato Landscape, Inc.</u>	Type of Work	<u>Landscaping, Partial</u>
Address	<u>18182 Bushard Street</u>		
City	<u>Fountain Valley, CA 92708</u>	Dollar Value of Subcontract	<u>\$ 2,697,056.00</u>
Phone No.	<u>714-963-4615</u>		
License No.	<u>806122</u>	DIR Registration No.	<u>1000000086</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	<u>All American Asphalt</u>	Type of Work	<u>Asphalt Paving, Partial</u>
Address	<u>P.O. Box 2229</u>		
City	<u>Corona, CA 92878</u>	Dollar Value of Subcontract	<u>\$ 4,615,268.00</u>
Phone No.	<u>951-736-7600</u>		
License No.	<u>267073</u>	DIR Registration No.	<u>1000001051</u>
Name	<u>Angelus Waterproofing, Inc.</u>	Type of Work	<u>Microsurfacing, Partial</u>
Address	<u>17762 Metzler Ln.</u>		
City	<u>Huntington Beach, CA 92647</u>	Dollar Value of Subcontract	<u>\$ 816,661.00</u>
Phone No.	<u>562-941-7676</u>		
License No.	<u>461100</u>	DIR Registration No.	<u>1000006870</u>
Name	<u>EBS Utilities Adjusting</u>	Type of Work	<u>Utility Adjustments, Partial</u>
Address	<u>1345 Quarry St, #101</u>		
City	<u>Corona, CA 92879</u>	Dollar Value of Subcontract	<u>\$ 324,845.00</u>
Phone No.	<u>951-279-6869</u>		
License No.	<u>932798</u>	DIR Registration No.	<u>1000004286</u>
Name	<u>Lucas Builders, Inc.</u>	Type of Work	<u>Structural Concrete, Partial</u>
Address	<u>510 E. Jamie Ave</u>		
City	<u>La Habra, CA 90631</u>	Dollar Value of Subcontract	<u>\$ 789,856.00</u>
Phone No.	<u>310-853-0690</u>		
License No.	<u>982296</u>	DIR Registration No.	<u>1000004271</u>
Name	<u>Moran Consulting Corp</u>	Type of Work	<u>Construction Survey, Partial</u>
Address	<u>4500 E. Pacific Coast Hwy.</u>		
City	<u>Long Beach, CA 90804</u>	Dollar Value of Subcontract	<u>\$ 257,011.00</u>
Phone No.	<u>562-340-4670</u>		
License No.	<u>N/A</u>	DIR Registration No.	<u>1000018029</u>

EXHIBIT E

Letter of Assent



P.O. Box 50085
Watsonville, CA 95077

T 831-724-1011
F 831-761-7871
graniteconstruction.com

City of Long Beach
411 W. Ocean Blvd, 5th floor
Long Beach, CA 90802
Attn: Teri A. Luce

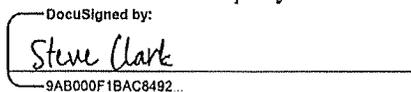
Re: Project Labor Agreement - Letter of Assent

To Whom It May Concern:

This is to confirm that Granite Construction Company agrees to be party to and bound by the City of Long Beach Project Labor Agreement effective November 1st, 2022, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Granite Construction Company

By: 
9AB000F1BAC8492...

Steve Clark, Vice President of Labor Relations

Contractor's State License No: 89

Project Name: Artesia Great Boulevard Project

APPENDIX "A"

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.

BOE-400-0P (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)