

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

CONTRACT

34701

THIS CONTRACT is made and entered, in duplicate, as of July 19, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 18, 2017, by and between SEQUEL CONTRACTORS, INC., a California corporation ("Contractor"), whose address is 13546 Imperial Highway, Santa Fe Springs, California 90670, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Improvements on Bellflower Boulevard Between Pacific Coast Hwy and Atherton Street in the City of Long Beach, California, dated March 8, 2017, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7006;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7006 for Improvements on Bellflower Boulevard Between Pacific Coast Hwy and Atherton Street in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Improvements on Bellflower Boulevard

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Between Pacific Coast Hwy and Atherton Street in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the total compensation to Contractor shall not exceed the maximum cumulative amount of One Million Seven Hundred Eighty-Six Thousand Six Hundred Eleven Dollars (\$1,786,611) for the estimated quantities established in the Bid, subject to additions or deductions as provided in the Contract Documents.

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-7006 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. C-5400 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; and the Information Sheet. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract 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. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
7 reference 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 sixty (60) working days thereafter, subject to strikes, lockouts and events beyond the  
11 control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
12 work is not completed within the time stated, but those damages would be difficult or  
13 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
14 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) 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 the prevailing  
21 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)  
22 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
23 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
24 work done by Contractor, or any subcontractor, under this Contract.

25           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

13 13. NOTICES.

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

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

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

1 the payment of all labor and material claims incurred in connection with this Contract.

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other  
28 requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor  
2 and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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



1                   20.    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                   21.    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                   22.    NO PECULIAR RISK. Contractor acknowledges and agrees that the  
10 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
11 no special precautions are required to perform said work.

12                  23.    THIRD PARTY BENEFICIARY. This Contract is intended by the  
13 parties to benefit themselves only and is not in any way intended or designed to or 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                  24.    SUBCONTRACTORS. Contractor agrees to and shall bind every  
17 subcontractor to the terms of this Contract; provided, however, that nothing herein shall  
18 create any obligation on the part of City to pay any subcontractor except in accordance  
19 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply  
20 with this Section shall be deemed a material breach of this Contract. A list of  
21 subcontractor(s) submitted by Contractor in compliance with Public Contract Code  
22 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this  
23 reference.

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

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1 Documents.

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

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

8 28. 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 29. 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.

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

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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.

SEQUEL CONTRACTORS, INC., a California corporation

AUG 01 2017, 2017

By [Signature]  
Name Thomas S. Pack  
Title President

AUG 01 2017, 2017

By [Signature]  
Name MICHAEL A. MAHLER,  
Title SECRETARY

"Contractor"

CITY OF LONG BEACH, a municipal corporation

8/22, 2017

By [Signature]  
City Manager

"City"

This Contract is approved as to form on 8/10, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

OFFICE OF THE CITY ATTORNEY  
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**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

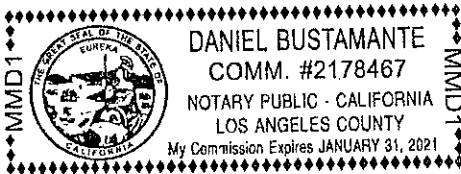
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of LOS ANGELES )  
On AUG 01 2017 before me, Daniel Bustamante, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas S. Pack President  
Name(s) of Signer(s)  
MICHAELA MAHLER, SECRETARY

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 Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

# EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: SEQUEL CONTRACTORS, INC.

**BID TO THE CITY OF LONG BEACH  
BELLFLOWER BOULEVARD BETWEEN  
PACIFIC COAST HIGHWAY AND ATHERTON STREET**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on April 5, 2017, 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-7006 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Concrete Removal	605	CY	125 <sup>00</sup>	75,625 <sup>00</sup>
2	Bituminous Pavement Removal	84	CY	125 <sup>00</sup>	10,500 <sup>00</sup>
3	Root Shaving	1,740	SF	6 <sup>00</sup>	10,440 <sup>00</sup>
4	Tree Removal	11	EA	800 <sup>00</sup>	8,800 <sup>00</sup>
5	Tree Pruning	9	EA	400 <sup>00</sup>	3,600 <sup>00</sup>
6	Unclassified Excavation	141	CY	95 <sup>00</sup>	13,395 <sup>00</sup>
7	Adjust City Manhole Frame & Cover	9	EA	800 <sup>00</sup>	7,200 <sup>00</sup>
8	Adjust Water Valve Box & Cover	21	EA	500 <sup>00</sup>	10,500 <sup>00</sup>
9	Adjust Gas Valve Box & Cover	9	EA	500 <sup>00</sup>	4,500 <sup>00</sup>
10	Adjust or Replace Pull Box	47	EA	500 <sup>00</sup>	23,500 <sup>00</sup>
11	Construct Spike and Washer and/or set ties	17	EA	340 <sup>00</sup>	5,780 <sup>00</sup>
12	Adjust Survey Monument Casting & Cover	6	EA	340 <sup>00</sup>	2,040 <sup>00</sup>
13	Construct Survey Bench Mark, Type 1	2	EA	100 <sup>00</sup>	200 <sup>00</sup>
14	Construct Monument Cleanout, W/Casting & Cover (C.S.U.L.B.)	2	EA	400 <sup>00</sup>	800 <sup>00</sup>

SEQUEL CONTRACTORS, INC.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15	Local Depression	5	EA	1000 <sup>00</sup>	5000 <sup>00</sup>
16	Curb Drain	5	EA	200 <sup>00</sup>	1000 <sup>00</sup>
17	PCC Curb, GB Type A1-150 (6), Integral	204	LF	20 <sup>00</sup>	4080 <sup>00</sup>
18	PCC Curb & Gutter, GB Type A2, W=1.5'	955	LF	23 <sup>00</sup>	21,965 <sup>00</sup>
19	PCC Curb & Gutter, GB Type A2, W=2.0'	243	LF	28 <sup>00</sup>	6804 <sup>00</sup>
20	PCC Curb & Gutter, GB Type A2, W=7'	344	LF	65 <sup>00</sup>	22,360 <sup>00</sup>
21	PCC Sidewalk, 3" Thick	38,884	SF	5 <sup>00</sup>	194,420 <sup>00</sup>
22	Curb Ramp Detectable Warning Surface	300	SF	40 <sup>00</sup>	12,000 <sup>00</sup>
23	PCC Driveway Apron, 6" Thick	2,968	SF	10 <sup>00</sup>	29,680 <sup>00</sup>
24	PCC Alley Intersection, 6" Thick	2,542	SF	10 <sup>00</sup>	25,420 <sup>00</sup>
25	PCC Bus Stop Street Pad, 10" Thick	2,300	SF	14 <sup>00</sup>	32,200 <sup>00</sup>
26	PCC Cross Gutter, 8" Thick	3,198	SF	11 <sup>00</sup>	35,178 <sup>00</sup>
27	Crushed Miscellaneous Base	182	CY	125 <sup>00</sup>	22,750 <sup>00</sup>
28	(S) Cold Milling Asphalt Concrete Pavement	51,134	SY	1.80	92,041 <sup>20</sup>
29	Asphalt Concrete Pavement	2,914	Ton	72 <sup>00</sup>	209,808 <sup>00</sup>
30	Asphalt Rubber Hot Mix (ARHM)	5,753	Ton	75 <sup>00</sup>	431,475 <sup>00</sup>
31	(S) Pavement Markers, Markings and Traffic Striping	1	LS	60,000 <sup>00</sup>	60,000 <sup>00</sup>
32	(S) Permanent Roadway Signing	1	LS	15,000 <sup>00</sup>	15,000 <sup>00</sup>
33	(S) Video Detection System	1	LS	165,000 <sup>00</sup>	165,000 <sup>00</sup>
34	(S) Green Thermoplastic	5,500	SF	850	46,750 <sup>00</sup>
35	Thermoplastic Bike Symbol and Arrow Markings	60	EA	80 <sup>00</sup>	4,800 <sup>00</sup>
36	K71 Flexible Post	440	EA	190 <sup>00</sup>	83,600 <sup>00</sup>
37	Parking Block	190	EA	60 <sup>00</sup>	11,400 <sup>00</sup>
38	(S) Temporary Traffic Control Devices	1	LS	77,000 <sup>00</sup>	77,000 <sup>00</sup>

TOTAL AMOUNT BID 1,786,611.20



# EXHIBIT B

Workers Compensation Certificate

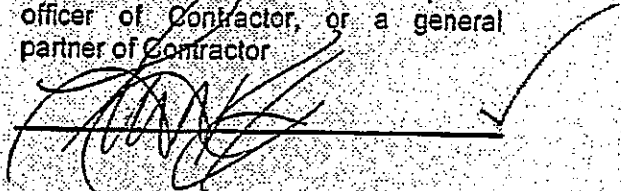
**WORKERS' COMPENSATION CERTIFICATION**

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:

**SEQUEL CONTRACTORS, INC.**

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

A handwritten signature in black ink, appearing to read 'T. S. Pack', is written over a horizontal line. A checkmark is visible to the right of the signature.

Title: **Thomas S. Pack President**

Date: **MAR 9 2017**

# 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: A1C1W01471403
  - B. Name of Insurer (NOT Broker): Old Republic General Ins. Corp
  - C. Address of Insurer: 1 Park Plaza, Suite 400 Irvine CA 92614
  - D. Telephone Number of Insurer: (949) 553-9800
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): To Manag to Provide at this Time
  - B. Automobile Liability Insurance Policy Number: A1CA01471403
  - C. Name of Insurer (NOT Broker): Old Republic General Ins. Corp
  - D. Address of Insurer: 1 Park Plaza, Suite 400 Irvine CA 92614
  - E. Telephone Number of Insurer: (949) 553-9800
  
- 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: 5
- 5) Estimated total wages to be paid those workers: Per Hourly
- 6) Dates (or schedule) when those wages will be paid: Weekly
  
- (Describe schedule For example weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
3
  
- 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 CAT TRACKING INC. Type of Work STRIP  
 Address 29500 RUBIDOUX BLVD  
 City RIVERSIDE CA 92509 Dollar Value of Subcontract \$ 198,000.<sup>00</sup>  
 Phone No. 951 682 1494  
 License No. 991122 DIR Registration No. 1000011750

Name CL CONCRETE Type of Work PCC POUR  
 Address 1035 W GLADSTONE ST  
 City AZUSA 91702 Dollar Value of Subcontract \$ 256,000  
 Phone No. 626-334-2357  
 License No. 488722 DIR Registration No. 1000007711

Name CASE LAND SURVEYING Type of Work SURVEY  
 Address 614 N ECKHOFF  
 City ORANGE CA 92668 Dollar Value of Subcontract \$ 14,000 -  
 Phone No. 714-638-8948  
 License No. L5411 DIR Registration No. 1000001533

Name TREESMITH Type of Work TREES  
 Address 1551 N MILLER ST  
 City ANAHEIM CA 92806 Dollar Value of Subcontract \$ 20,940 -  
 Phone No. 714-996-6037  
 License No. 802705 DIR Registration No. 1000001838

Name FBS Type of Work ADJUSTMENTS  
 Address 1320 E 6<sup>th</sup> ST  
 City CORONA 92879 Dollar Value of Subcontract \$ 32,000  
 Phone No. 951-279-6869  
 License No. 932798 DIR Registration No. 1000004286

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 CP ENGINEERING Type of Work VIDEO DEFLECTION  
 Address 929 OTTERBEIN AVE. PULL BOXES  
 City LA PUENTE CA 91748 Dollar Value of Subcontract \$ 137,000.<sup>00</sup>  
 Phone No. 626 810 1338  
 License No. 793 907 DIR Registration No. 1000001980

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

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

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

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

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, SEQUEL CONTRACTORS, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and Surety Company of America, located at 21688 Gateway Center Drive, Diamond Bar, CA 91765, a corporation, incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of ONE MILLION SEVEN HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED ELEVEN DOLLARS (\$1,786,811), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvements on Bellflower Boulevard Between Pacific Coast Highway and Atherton Street is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 1st day of August, 2017.

SEQUEL CONTRACTORS, INC.  
a California corporation

By: [Signature]  
Name: Thomas S. Pack  
Title: President

By: [Signature]  
Name: MICHAEL A. MAHLER  
Title: SECRETARY

Approved as to form this 10th day  
of August, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

Travelers Casualty and Surety Company of America  
SURETY, admitted in California

By: [Signature]  
Name: Douglas A. Rapp  
Title: Attorney in Fact

Telephone: 949-540-6770

Approved as to sufficiency this 8th day  
of August, 2017.

By: [Signature]  
City Manager/City Engineer

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



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

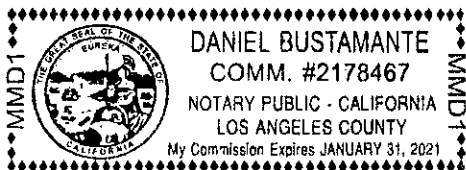
State of California )  
County of LOS ANGELES )  
On AUG 01 2017 before me, Daniel Bustamante, Notary Public  
Date Here Insert Name and Title of the Officer  
personally appeared Thomas S. Pack President  
Name(s) of Signer(s)

MICHAELA MAHLER, SECRETARY

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 Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

## ACKNOWLEDGMENT

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

State of California  
County of Orange

On August 01, 2017 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp,  
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.

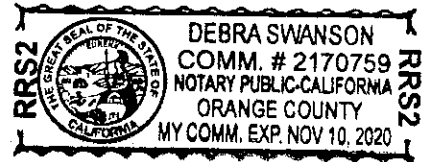
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Debra Swanson

(Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224524

Certificate No. 007114628

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 2nd day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021.



[Signature: Marie C. Tetreault]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 20 17.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS That we, SEQUEL CONTRACTORS, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and Surety Company of America, located at 21688 Gateway Center Drive, Diamond Bar, CA 91765, a corporation, incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of ONE MILLION SEVEN HUNDRED EIGHTY-SIX THOUSAND SIX HUNDRED ELEVEN DOLLARS (\$1,746,611), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents

THE CONDITION OF THIS OBLIGATION IS SUCH THAT

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the improvements on Bellflower Boulevard Between Pacific Coast Highway and Atherton Street and is required by said City to give this bond in connection with the execution of said contract,

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 1st day of August, 2017

SEQUEL CONTRACTORS, INC., a California corporation

By [Signature] Name Thomas S. Pack Title President

By [Signature] Name MICHAEL A. MAHLER, Title SECRETARY

Approved as to form this 10th day of August, 2017

CHARLES PARKIN, City Attorney

By [Signature] Deputy City Attorney

Travelers Casualty and Surety Company of America SURETY, admitted in California

By [Signature] Name Douglas A. Rapp Title Attorney in Fact

Telephone 949-540-6770

Approved as to sufficiency this 8th day of August, 2017

By [Signature] City Manager/City Engineer

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

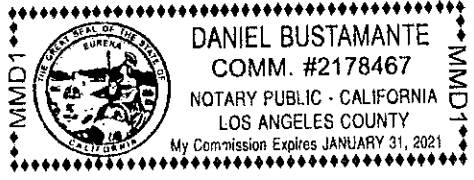
State of California )  
County of LOS ANGELES )

On AUG 01 2017 before me, Daniel Bustamante, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Thomas S. Pack President  
Name(s) of Signer(s)

MICHAEL A. MAHLER, SECRETARY

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 Daniel Bustamante  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_  
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_  
Signer(s) Other Than Named Above: \_\_\_\_\_

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

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

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

## ACKNOWLEDGMENT

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

State of California  
County of Orange)

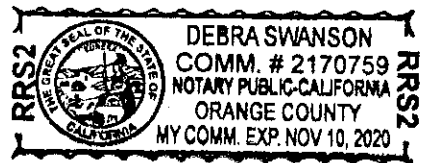
On August 01, 2017 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp,  
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 Debra Swanson (Seal)





POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 224524

Certificate No. 007114629

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Timothy D. Rapp, and Douglas A. Rapp

of the City of Aliso Viejo, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 2nd day of February, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 2nd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations 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, 2021.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of August, 2017.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.