



1 and Anaheim Street in the City of Long Beach, California, attached hereto as Exhibit  
2 "A"; provided, however, that the total compensation to Contractor shall not exceed  
3 the maximum cumulative amount of Three Hundred Thirty-Nine Thousand Eight  
4 Hundred Fifty-Six Dollars (\$339,856) for the estimated quantities established in the  
5 Bid, subject to additions or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,  
11 Project Specifications No. R-7093 (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-5400 for this work; the California Code of Regulations;  
15 the various Uniform Codes applicable to trades; the prevailing wage rates;  
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this  
18 Contract and all documents attached hereto or referenced herein including but not  
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to  
20 Proceed; Notice of Completion; any addenda or change orders issued in  
21 accordance with the Standard Specifications; any permits required and issued for  
22 the work; approved final design drawings and documents; and the Information  
23 Sheet. These Contract Documents are incorporated herein by the above reference  
24 and form a part of this Contract.

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

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

7 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
8 to be specified in a written Notice to Proceed from City and shall complete all work within  
9 sixty (60) working days thereafter, subject to strikes, lockouts and events beyond the  
10 control of Contractor. Time is of the essence hereunder. City will suffer damage if the  
11 work is not completed within the time stated, but those damages would be difficult or  
12 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the  
13 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

24           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

12 13. NOTICES.

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

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

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

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

7           16.    CERTIFIED PAYROLL RECORDS.

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

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

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

1 and subcontractors.

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

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

13 19. TAXES AND TAX REPORTING.

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

22 B. Contractor shall cooperate with City in all matters relating to  
23 taxation and the collection of taxes, particularly with respect to the self-accrual of  
24 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
25 materials, equipment, supplies, or other tangible personal property totaling over  
26 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
27 submit to the appropriate governmental entity the form in Appendix "A" attached  
28 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

28           B. The failure of the Contractor to comply with the EBO will be

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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.

PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation

\_\_\_\_\_, 2017

By [Signature]  
Name Curtis P. Brown III  
Title President

\_\_\_\_\_, 2017

By [Signature]  
Name Michele E. Drakulich  
Title Asst. Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

Nov. 16, 2017

By [Signature]  
City Manager  
Tom Modica  
"City" Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 11/9, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles

On 10/26/17 before me, A. Henderson, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Michele E. Drakulich,

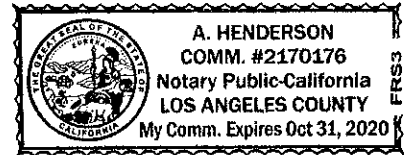
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

A Henderson  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

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

(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

# EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: \_\_\_\_\_

**BID TO THE CITY OF LONG BEACH  
IMPROVEMENT OF THE REDONDO AVENUE AND ANAHEIM STREET  
INTERSECTION**

In accordance with the Notice Inviting Bids this Work in the City of Long Beach, California, to be opened on July 19, 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-7093 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.	Mobilization	1	LS	15000.-	15000.-
2.	Clearing and Grubbing	1	LS	20000.-	20000.-
3.	Remove Existing Curb & Gutter	216	LF	8.-	1728.-
4.	Remove Existing Curb	150	LF	4.-	600.-
5.	Remove Existing Sidewalk, Driveways & Ramps	3,121	SF	2.-	6242.-
6.	Remove Existing Tree	4	EA	600.-	2400.-
7.	Remove PCC Pavement Section	903	SF	3.-	2709.-
8.	Remove AC Pavement Section	691	SF	3.-	2073.-
9.	Cold Mill, Variable Depth	10,046	SF	1.-	10046.-
10.	Relocate Existing Palm Tree	6	EA	1600.-	9600.-
11.	Remove & Salvage Bus Stop Bench	1	EA	250.-	250.-
12.	Remove & Salvage Bus Stop Sign	1	EA	250.-	250.-
13.	Remove & Salvage Trash Receptacle	1	EA	250.-	250.-
14.	Unclassified Excavation	170	CY	120.-	20400.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15.	8" PCC Curb & Gutter, Type A2-8, on 6" CMB	206	LF	40.-	8240.-
16.	Variable Height PCC Curb, Type A1, on 6" CMB	216	LF	35.-	7560.-
17.	PCC Sidewalk	1,920	SF	7.-	13440.-
18.	PCC Sidewalk with Diagonal Scoring Pattern	398	SF	8.-	3184.-
19.	12" PCC Pavement	354	SF	20.-	7080.-
20.	PCC Driveway, Type 1	207	SF	10.-	2070.-
21.	Access Ramp, Type 2, Case B	4	EA	3500.-	14000.-
22.	Asphalt Concrete	116	TON	120.-	13920.-
23.	Asphalt Rubber Hot Mix	160	TON	114.-	18240.-
24.	Crushed Miscellaneous Base	208	TON	68.-	14144.-
25.	Relocate Kaeidoscope Bus Shelter & Appurtenances	1	EA	10000.-	10000.-
26.	Construct 3' x 3' Tree Wall	6	EA	60.-	360.-
27.	Adjust Pull Box to grade	7	EA	400.-	2800.-
28.	Adjust Telephone Manhole to Grade	1	EA	700.-	700.-
29.	Relocate Existing Water Meter, Connect to Existing Line	1	EA	2000.-	2000.-
30.	Catch Basin (W=21')	1	EA	15000.-	15000.-
31.	PCC Collar	1	EA	1400.-	1400.-
32.	Construct Local Depression, Case B	1	EA	2000.-	2000.-
33.	18" RCP	9	LF	230.-	2070.-
34.	Traffic Signal Modification	1	LS	44000.-	44000.-
35.	Electrical Meter Pedestal	1	EA	6000.-	6000.-
36.	Street Light System Relocations/Modifications	1	LS	11000.-	11000.-
37.	Signing and Striping	1	LS	15000.-	15000.-
38.	Replace Survey Monuments	1	LS	500.-	500.-



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
38.	Traffic Control	1	LS	33600-	33600-

**TOTAL AMOUNT BID**

339 856.-

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? NO Which racial minority? NA  
 Is the Bidder a Women-Owned Business? NO

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

Planet Bids

**ADDENDA ACKNOWLEDGEMENT / SIGNATURE**

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

CPBII  
 1    2    3    4    5    6    7  
 (Initial above all appropriate numbers)

Respectfully submitted,

Curtis P. Brown III  
 Signature\*\*

Curtis P. Brown III  
 President

**PALE INC.DBA  
 EXCEL PAVING COMPANY**

Legal Name of Company  
Curtis P. Brown III  
 President

Print Name / Title

NA

Names of Other General Partners

NA

Names of Other Partners

# EXHIBIT B

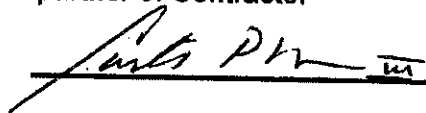
## Workers Compensation Certificate

**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: PALP INC.DBA  
EXCEL PAVING COMPANY

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



Title: Curtis P. Brown III President

Date: JUL 18 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: 1000002214
  - B. Name of Insurer (NOT Broker): STAR Indemnity & Liability
  - C. Address of Insurer: 1000 Wilshire Blvd 22nd Fl Los Angeles Ca
  - D. Telephone Number of Insurer: (213) 330 8416
  
- 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: 1000198549171
  - C. Name of Insurer (NOT Broker): STAR Indemnity & Liability
  - D. Address of Insurer: 1000 Wilshire Blvd 22nd Fl Los Angeles Ca
  - E. Telephone Number of Insurer: (213) 330 8416
  
- 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: 25
- 5) Estimated total wages to be paid those workers: \$40,000.-
- 6) Dates (or schedule) when those wages will be paid: weekly on 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: NONE
  
- 8) Taxpayer's Identification Number: [REDACTED]

# EXHIBIT D

List of Subcontractors

## LIST OF SUBCONTRACTORS

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

Name STURGEON Elect. Type of Work ELECTRICAL  
 Address 13501 Benson Ave  
 City Chino Ca 91710 Dollar Value of Subcontract \$ 70 000  
 Phone No. (909) 591 0000  
 License No. 1009619

Name NOBEST Type of Work Concrete  
 Address 7600 Acacia Ave  
 City Garden Grove Ca Dollar Value of Subcontract \$ 41747.-  
 Phone No. (714) 892 5583  
 License No. 359622

*CPB III*  
 Name Superior Pavement Type of Work Grading *CPB III*  
 Address 5312 Cypress St  
 City Cypress Ca 90630 Dollar Value of Subcontract \$ 11275.-  
 Phone No. (714) 995 9100 *CPB III*  
 License No. 776306

Name CASE LAND (SBE) Type of Work Survey  
 Address 6014 N ECKOFF  
 City Orange Ca Dollar Value of Subcontract \$ 7950  
 Phone No. 714 628 8948  
 License No. 5411 LS

Name KATO LANDSCAPE (SBE) Type of Work Re locate TREE + LANDSCAPE  
 Address 18192 Brushwood Dr  
 City Fountain Valley Ca Dollar Value of Subcontract \$ 13600  
 Phone No. (714) 963 4615  
 License No. 806122 C17

## LIST OF SUBCONTRACTORS

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

Name G & F Concrete Cutting Type of Work Saw cut  
 Address 13453 Alondra Blvd  
 City Santa Fe Springs Ca Dollar Value of Subcontract \$ 2500  
 Phone No. 562 229 0229  
 License No. 590310

Name Tree Smith Ent. Type of Work Remove Trees  
 Address 1551 N Miller St  
 City Anaheim Ca 92806 Dollar Value of Subcontract \$ 2000-  
 Phone No. 714) 996 6037  
 License No. 802705

Name BC Traffic Type of Work Striping  
 Address 638 W Southern Ave  
 City Orange Ca Dollar Value of Subcontract \$ 7790  
 Phone No. 714) 974 1190  
 License No. 877686 B

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

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



# APPENDIX “A”

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

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Intersection Improvement of Redondo Avenue and Anaheim Street, as described in Specification No.: R-7093, Addenda/Addendum No. \_\_\_\_\_ 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 Federal Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Three Hundred Thirty-Nine Thousand Eight Hundred Fifty-Six Dollars (\$339,856) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally

THE CONDITION OF THIS OBLIGATION IS SUCH THAT.

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 26th day of October, 2017.

Federal Insurance Company

Surety Name

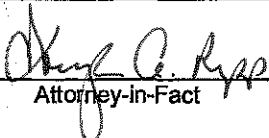
By:   
Signature

Name: Douglas A. Rapp  
Printed Name

Title: Attorney in Fact

Address: 15 Mountain View Road, Warren, NJ 07059

Telephone: 908-903-2000

  
Attorney-in-Fact  
Signature

PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation

By:   
Signature

Name: Curtis P. Brown III  
Printed Name

Title: President

By:   
Signature

Name: Michele E. Drakulic  
Printed Name

Title: Asst. Secretary

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

November 9, 2017

November 9, 2017

Approved as to form.

CHARLES PARKIN, City Attorney

By:   
Deputy City Attorney

Approved as to sufficiency.

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.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles

On 10/26/17 before me, A. Henderson, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Michele E. Drakulich

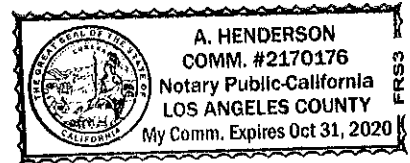
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

A Henderson  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

## ACKNOWLEDGMENT

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

State of California  
County of Orange

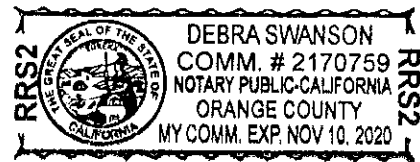
On October 26, 2017 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

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)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

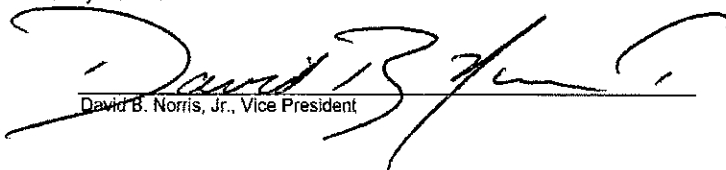
**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

**Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, 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, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.

  
Kenneth C. Wendel, Assistant Secretary

  
David B. Norris, Jr., Vice President

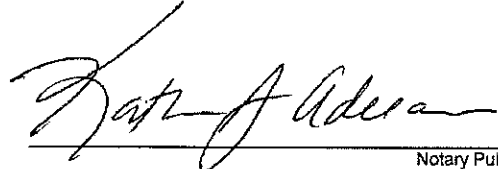
STATE OF NEW JERSEY  
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows 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 the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014**

  
Notary Public

**CERTIFICATION**

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, 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 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 upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **26th** day of **October, 2017**



  
Kenneth C. Wendel, Assistant Secretary

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



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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

**Intersection Improvement of Redondo Avenue and Anaheim Street**, as described in Specification R-7093, Addenda/Addendum No. \_\_\_\_\_ 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 Federal Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Three Hundred Thirty-Nine Thousand Eight Hundred Fifty-Six Dollars (\$339,856)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 26th day of October, 2017.

Federal Insurance Company  
Surety Name  
By: [Signature]  
Name: Douglas A. Rapp  
Title: Attorney in Fact  
Address: 15 Mountain View Road, Warren, NJ 07059  
Telephone: 908-903-2000  
[Signature]  
Attorney-in-Fact  
Signature

PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation  
By: [Signature]  
Name: Curtis P. Brown III  
Title: President  
By: [Signature]  
Name: Michelle E. Drakulich  
Title: Asst Secretary

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

November 9, 2017

November 9, 2017

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: [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.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF 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 Los Angeles

On 10/20/17 before me, A. Henderson, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Michele E. Drakulich,

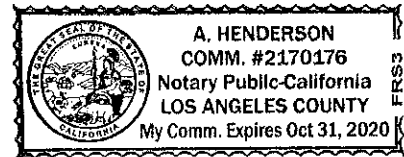
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

A. Henderson  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

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

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

# ACKNOWLEDGMENT

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

State of California  
County of Orange

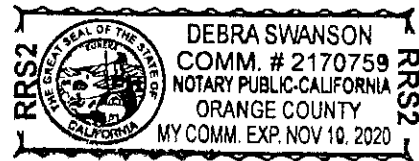
On October 26, 2017 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

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)





**Chubb  
Surety**

**POWER  
OF  
ATTORNEY**

**Federal Insurance Company  
Vigilant Insurance Company  
Pacific Indemnity Company**

**Attn: Surety Department  
15 Mountain View Road  
Warren, NJ 07059**

Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, 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, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.

Kenneth C. Wendel, Assistant Secretary

David B. Norris, Jr., Vice President

STATE OF NEW JERSEY  
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows 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 the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR  
NOTARY PUBLIC OF NEW JERSEY  
No. 2316685  
Commission Expires July 14, 2014**

Notary Public

**CERTIFICATION**

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Kenneth C. Wendel, Assistant Secretary

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e-mail: surety@chubb.com