

C O N T R A C T

**35127**

THIS CONTRACT is made and entered, in duplicate, as of November 7, 2018 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on October 23, 2018, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Corona, California 92879, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for 15<sup>th</sup> Street Bicycle Boulevard of Parks in the City of Long Beach, California, dated May 31, 2018, 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-7075;

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-7075 for 15<sup>th</sup> Street Bicycle Boulevard of Parks 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 15<sup>th</sup> Street Bicycle Boulevard of Parks in the

1 City of Long Beach, California, attached hereto as Exhibit "A"; provided, however,  
2 that the total compensation to Contractor shall not exceed the maximum cumulative  
3 amount of Nine Hundred Forty-One Thousand Seven Hundred Eighty-Eight Dollars  
4 (\$941,788) for the estimated quantities established in the Bid, subject to additions  
5 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-7075 (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-6155 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

1 deemed to be a material breach of the Contract by the City.

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

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

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

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

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

ALL AMERICAN ASPHALT, a California corporation

November 15, 2018

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

November 15, 2018

By [Signature]  
Name Michael Farkas  
Title Secretary

**Tom Modica  
Assistant City Manager**

"Contractor"

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

CITY OF LONG BEACH, a municipal corporation

Dec. 7, 2018

By [Signature]  
City Manager

"City"

This Contract is approved as to form on 11/28, 2018.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside

On 11/15/2018 before me, Rebecca Angela Parra, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.

Signature Rebecca Angela Parra  
Signature of Notary Public



Place Notary Seal Above

**OPTIONAL**

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

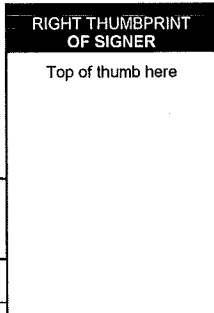
**Description of Attached Document**

Title or Type of Document Contract  
Document Date: 10/23/2018 Number of Pages: Twelve (12)

Signer(s) Other Than Named Above: City of Long Beach

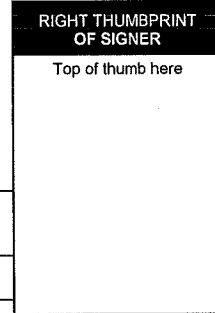
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward J. Carlson  
 Individual  
 Corporate Officer — Title(s): Vice President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: Michael Farkas  
 Individual  
 Corporate Officer — Title(s): Secretary  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

# EXHIBIT A

Awarded: Non ADA Related Improvements Base Bid (Items 1-24) + ADA related  
Improvements Base Bid (Items 26-47) + Item 48

BIDDER'S NAME: All American Asphalt

**BID TO THE CITY OF LONG BEACH  
15<sup>th</sup> Street Bicycle Boulevard of Parks Project**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on June 28, 2018, 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-7075 at the prices listed below.

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

The basis of comparison to determine the low bid is the grand total amount, the total of Non-ADA and ADA Related improvements for the base bid plus Additive Option 1.

**Non-ADA Related Improvement Costs**  
**Base Bid**

| ITEM NO. | ITEM DESCRIPTION                              | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 1.       | Asphalt Concrete Removal                      | 210                | CY   | 220.00                  | 46,200.00               |
| 2.       | Concrete Removal                              | 35                 | CY   | 220.00                  | 7,700.00                |
| 3.       | Clearing and Grubbing                         | 1                  | LS   | 3,000.00                | 3,000.00                |
| 4.       | Unclassified Excavation                       | 100                | CY   | 270.00                  | 27,000.00               |
| 5.       | Adjust Gas Valve Casting and Cover to Grade   | 4                  | EA   | 360.00                  | 1,440.00                |
| 6.       | Adjust Storm Drain Manhole to Grade           | 4                  | EA   | 450.00                  | 1,800.00                |
| 7.       | Adjust Sewer Manhole to Grade                 | 3                  | EA   | 450.00                  | 1,350.00                |
| 8.       | Adjust Water Valve Casting and Cover to Grade | 11                 | EA   | 360.00                  | 3,960.00                |
| 9.       | Cold Mill AC Pavement                         | 2,600              | SY   | 5.96                    | 15,496.00               |
| 10.      | Crushed Miscellaneous Base                    | 60                 | CY   | 45.00                   | 2,700.00                |
| 11.      | Asphalt Concrete (AC) Pavement                | 630                | TON  | 90.00                   | 56,700.00               |

| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 12.      | Construct 6" Curb and 24" Gutter per (6" Curb and 24" Gutter Detail) on Sheet 2 | 1,000              | LF   | 12.00                   | 12,000.00               |
| 13.      | Construct 6" Curb and 24" Gutter Type A2-6 Per SPPWC Std. Plan No. 120-2        | 100                | LF   | 12.00                   | 1,200.00                |
| 14.      | Construct Portion of PCC Cross Gutter Per SPPWC Std. Plan No. 123-3             | 920                | SF   | 18.00                   | 16,560.00               |
| 15.      | Construct 1.5' Wide Median Paving Per "Maintenance Walk Detail" on Sheet 2      | 500                | SF   | 12.00                   | 6,000.00                |
| 16.      | Construct 2" Iron Pipe with Stamped Tack & Tag                                  | 4                  | EA   | 400.00                  | 1,600.00                |
| 17.      | Traffic Signing   | 1                  | LS   | 13,688.15               | 13,688.15               |
| 18.      | Traffic Striping and Pavement Markings  | 1                  | LS   | 82,000.00               | 82,000.00               |
| 19.      | Loop Detectors  | 2                  | EA   | 1,700.00                | 3,400.00                |
| 20.      | Traffic Control   | 1                  | LS   | 96,000.00               | 96,000.00               |
| 21.      | Changeable Message Sign   | 4                  | EA   | 3,800.00                | 15,200.00               |
| 22.      | Flashing Warning System   | 1                  | LS   | 90,000.00               | 90,000.00               |
| 23.      | Maintenance and Plant Establishment Period - 90 Days                            | 1                  | LS   | 3,189.87                | 3,189.87                |
| 24.      | Landscape Planting  | 1                  | LS   | 24,000.00               | 24,000.00               |
| 25.      | Irrigation System   | 1                  | LS   | 37,000.00               | 37,000.00               |

**SUBTOTAL Non-ADA Related Improvements (Base Bid Items 1-25) 671,184.02**

## ADA Related Improvement Costs Base Bid

| ITEM NO. | ITEM DESCRIPTION            | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|-----------------------------|--------------------|------|-------------------------|-------------------------|
| 26.      | Concrete Removal            | 90                 | CY   | 216.00                  | 19,440.00               |
| 27.      | Unclassified Excavation     | 45                 | CY   | 270.00                  | 12,150.00               |
| 28.      | Asphalt Concrete Removal    | 23                 | CY   | 220.00                  | 5,060.00                |
| 29.      | Relocate Existing Trash Can | 1                  | EA   | 150.00                  | 150.00                  |



| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES)         |
|----------|---|--------------------|------|-------------------------|---------------------------------|
| 30.      | Adjust Pull Box to Grade  | 6                  | EA   | 1,100.00                | 6,600.00                        |
| 31.      | Adjust Gas Valve Casting and Cover to Grade   | 3                  | EA   | 1,612.64                | 4,837.98                        |
| 32.      | Adjust Clean Out to Grade   | 4                  | EA   | 2,620.25                | 10,481.00                       |
| 33.      | Adjust Water Meter Box and Cover to Grade   | 1                  | EA   | 200.00                  | 200.00                          |
| 34.      | Crushed Miscellaneous Base  | 45                 | CY   | 45.00                   | <del>2,025.00</del><br>2,025.00 |
| 35.      | Construct 6" Curb and 18" Gutter, Type A2-6 Per SPPWC Std. Plan No. 120-2                 | 85                 | LF   | 64.00                   | 5,440.00                        |
| 36.      | Construct 3" PCC Sidewalk Per CLB Std. Plan No. 107 and 116 and SPPWC Std. Plan No. 112-2 | 1,400              | SF   | 11.00                   | 15,400.00                       |
| 37.      | Construct MODIFIED PCC Curb Ramp, Case B, Type 2, Per CLB Std. Plan No. 122 & Per Plan    | 240                | SF   | 11.00                   | 2,640.00                        |
| 38.      | Construct 6" Curb and 24" Gutter Type A2-6 Per SPPWC Std. Plan No. 120-2                  | 430                | LF   | 70.00                   | 30,100.00                       |
| 39.      | Construct MODIFIED PCC Curb Ramp, Case E, Type 1, Per CLB Std. Plan No. 122 & Per Plan    | 2,700              | SF   | 11.00                   | 29,700.00                       |
| 40.      | Construct PCC Curb Ramp, Case A, Type 1, per CLB. Std. Plan No. 122 & Per Plan            | 520                | SF   | 11.00                   | 5,720.00                        |
| 41.      | Construct MODIFIED PCC Curb Ramp, Case A, Type 3, per CLB Std. Plan No. 122 & Per Plan    | 520                | SF   | 11.00                   | 5,720.00                        |
| 42.      | Construct MODIFIED PCC Curb Ramp, Case A, Type 4, per CLB Std. Plan No. 122 & Per Plan    | 1,310              | SF   | 11.00                   | 14,410.00                       |
| 43.      | Construct PCC Mower Access Curb Depression per CLB Std. Plan No. 506                      | 90                 | SF   | 11.00                   | 990.00                          |
| 44.      | Construct Spike and Washer and/or Set Ties per CLB Std. Plan No. 205 and 206              | 20                 | EA   | 400.00                  | 8,000.00                        |
| 45.      | Construct Survey Benchmark Type I Per City of Long Beach Std. Plan No. 203.               | 8                  | EA   | 5.00                    | 40.00                           |

| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 46.      | Install 6'-0" Hand Rail Type I (Detail C) Per Caltrans Std. Plan ES-7Q.       | 16                 | LF   | 150.00                  | 2,400.00                |
| 47.      | Install Yellow Curb Ramp Detectable Warning Surface Per CLB Std. Plan No. 122 | 580                | SF   | 35.00                   | 20,300.00               |

**SUBTOTAL ADA Related Improvements (Base Bid Items 26-47) 201,803.98**

**SUBTOTAL ITEMS 1-47**

|     |  |   |    |           |           |
|-----|--|---|----|-----------|-----------|
| 48. | Mobilization (Not to Exceed 3% of Subtotal Items 1-48) | 1 | LS | 42,800.00 | 42,800.00 |
|-----|--|---|----|-----------|-----------|

**TOTAL AMOUNT BASE BID (Subtotal Items 1-25 + Subtotal Items 26-47 + Item 48)**

~~944,788.00~~ *EL* 941,788.00

Nine hundred forty-one thousand seven hundred eighty-eight dollars and zero cents.

**Non-ADA Related Improvement Costs**  
**Additive Option 1 Bid**

| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 49.      | Concrete Removal  | 14                 | CY   | 210.00                  | 3,080.00                |
| 50.      | Unclassified Excavation   | 6                  | CY   | 210.00                  | 1,260.00                |
| 51.      | Adjust Water Valve Casting & Cover to Grade                                   | 1                  | EA   | 375.00                  | 375.00                  |
| 52.      | Construct 6" Curb and 24" Gutter Per (6" Curb & 24" Gutter Detail) on Sheet 2 | 60                 | LF   | 70.00                   | 4,200.00                |
| 53.      | Construct 1.5' Wide Median Paving Per "Maintenance Walk Detail" on Sheet 2    | 80                 | SF   | 4.00                    | 320.00                  |
| 54.      | Crushed Miscellaneous Base  | 4                  | CY   | 45.00                   | 180.00                  |
| 55.      | Maintenance and Plant Establishment Period – 90 Days                          | 1                  | LS   | 600.00                  | 600.00                  |
| 56.      | Landscape Planting  | 1                  | LS   | 5,350.00                | 5,350.00                |
| 57.      | Irrigation System   | 1                  | LS   | 6,400.00                | 6,400.00                |

| ITEM NO. | ITEM DESCRIPTION                       | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|--|--------------------|------|-------------------------|-------------------------|
| 58.      | Traffic Signing                        | 1                  | LS   | 4,515.00                | 4,515.00                |
| 59.      | Traffic Striping and Pavement Markings | 1                  | LS   | 5,300.00                | 5,300.00                |

**SUBTOTAL Non-ADA Related Improvements (Additive Option 1 Items 49-59) 33,000.00**

## ADA Related Improvement Costs Additive Option 1 Bid

| ITEM NO. | ITEM DESCRIPTION  | ESTIMATED QUANTITY | UNIT | UNIT PRICE (IN FIGURES) | ITEM TOTAL (IN FIGURES) |
|----------|---|--------------------|------|-------------------------|-------------------------|
| 60.      | Concrete Removal  | 10                 | CY   | 220.00                  | 2,200.00                |
| 61.      | Unclassified Excavation   | 5                  | CY   | 205.00                  | 1,025.00                |
| 62.      | Construct 6" Curb and 24" Gutter Type A2-6 Per SPPWC Std. Plan No. 120-2                  | 80                 | LF   | 74.00                   | 5,920.00                |
| 63.      | Crushed Miscellaneous Base  | 5                  | CY   | 45.00                   | 225.00                  |
| 64.      | Construct 3" PCC Sidewalk Per CLB Std. Plan No. 107 and 116 and SPPWC Std. Plan No. 112-2 | 10                 | SF   | 11.00                   | 110.00                  |
| 65.      | Construct MODIFIED PCC Curb Ramp, Case E, Type 1, Per CLB. Std. Plan No. 122 & Per Plan   | 600                | SF   | 11.00                   | 6,600.00                |
| 66.      | Install Yellow Curb Ramp Detectable Warning Surface Per CLB Std. Plan No. 122             | 120                | SF   | 11.00                   | 1,320.00                |
| 67.      | Construct Spike and Washer and/or Set Ties per CLB Std. Plan No. 205 and 206              | 4                  | EA   | 450.00                  | 1,800.00                |
| 68.      | Construct Survey Benchmark Type I per CLB Std. Plan 203                                   | 1                  | EA   | 5.00                    | 5.00                    |

**SUBTOTAL Non-ADA Related Improvements (Additive Option 1 Items 60-68) 19,205.00**

**TOTAL AMOUNT ADDITIVE OPTION 1 (Subtotal Items 49-59 + Subtotal Items 60-68) 52,205.00**

*Fifty-two thousand two hundred and five dollars and zero cents*

**GRAND TOTAL AMOUNT BID (Base Bid Items 1-48 + Additive Option 1 Items 49-68)**

993,993.00 Nine hundred ninety three thousand nine hundred ninety-three dollars and 39 cents

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

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? N/A If yes, certification No. N/A  
Is the Bidder a Minority-Owned Business? N/A Which racial minority? N/A  
Is the Bidder a Women-Owned Business? N/A  
Is the Bidder a certified Small Business? N/A If yes, certification No. N/A

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

WWW.Planetbids.com

(Continued on Next Page)

# EXHIBIT B

Workers Compensation Certificate

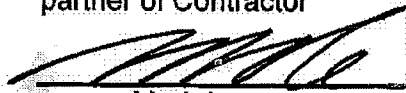
**WORKERS' COMPENSATION CERTIFICATION**

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

Contractor's Name:

All American Asphalt

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

  
\_\_\_\_\_  
Mark Luer

Title: President

Date: 7/13/18

# 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: WC593205704
  - B. Name of Insurer (NOT Broker): Zurich Amer. Ins. Co.
  - C. Address of Insurer: 777 S. Figueroa St. #3900, Los Angeles CA 90017
  - D. Telephone Number of Insurer: 1-800-926-4531
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): Unknown at this time
  - B. Automobile Liability Insurance Policy Number: BAP557108805
  - C. Name of Insurer (NOT Broker): Zurich Amer. Ins. Co.
  - D. Address of Insurer: 777 S. Figueroa St. #3900, Los Angeles CA 90017
  - E. Telephone Number of Insurer: 1-800-928-4531
  
- 3) Address of Property used to house workers on this Contract, if any: Unknown  
At this time.
  
- 4) Estimated total number of workers to be employed on this Contract: Unknown
  
- 5) Estimated total wages to be paid those workers: Unknown at this time.
  
- 6) Dates (or schedule) when those wages will be paid: Unknown at this time  
(Describe schedule: For example, weekly or every other week or monthly)
  
- 7) Estimated total number of independent contractors to be used on this Contract: Unknown at this time.
  
- 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, 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 Caseland Survey Type of Work Survey  
 Address 614 N. Eckhoff Street  
 City Orange CA 92668 Dollar Value of Subcontract \$4,945.00  
 Phone No. 714 828 3943  
 License No. L5411 DIR Registration No. 1000001533

Name Kato Landscape Type of Work Landscape  
 Address 181812 Buchard Street  
 City Fountain Valley CA 92708 Dollar Value of Subcontract \$72,500.00  
 Phone No. 714 903 4615  
 License No. 806122 DIR Registration No. 1000000086

Name MSC Electric Type of Work Electrical EC  
 Address 4938 E. La Palma Ave  
 City Anaheim CA 92801 Dollar Value of Subcontract \$90,500.00  
 Phone No. 714 693 4837  
 License No. 822460 DIR Registration No. 1000000550

Name BC Traffic Type of Work Striping & Marking  
 Address 638 W. Southern Ave  
 City Orange CA 92665 Dollar Value of Subcontract \$146,850.00  
 Phone No. 714 974 1190  
 License No. 877686 DIR Registration No. 1000008803

Name Traffic Loops Crackfilling Type of Work Electrical  
 Address 946 S Emerald Street  
 City Anaheim CA 92804 Dollar Value of Subcontract \$74,752.00  
 Phone No. 714 520 4026  
 License No. 652956 DIR Registration No. 1000003794

# APPENDIX “A”

Premium: \$3,720.00  
Premium is for contract term and is subject  
to adjustment based on final contract price  
Executed in: 2 Counterparts  
Performance Bond  
No. 7658719

**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 **ALL AMERICAN ASPHALT, a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **15th Street Bicycle Boulevard of Parks**, as described in Specification No.: R-7075, Addenda/Addendum and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland, 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 **Nine Hundred Forty-One Thousand Seven Hundred Eighty-Eight Dollars (\$941,788)** 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 13th day of November, 2018.

Fidelity and Deposit Company of Maryland  
Surety Name  
By: Rebecca Haas-Bates  
Signature  
Name: Rebecca Haas-Bates  
Printed Name  
Title: Attorney-in-Fact  
777 S. Figueroa Street, Suite 3900  
Address: Los Angeles, CA 90017  
Telephone: (213) 270-0600

Rebecca Haas-Bates, Attorney-in-Fact  
Attorney-in-Fact

\_\_\_\_\_  
Signature

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

November 28, 2018

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

ALL AMERICAN ASPHALT, a California corporation

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

By: [Signature]  
Signature  
Name: Michael Tarkas  
Printed Name  
Title: Secretary

\_\_\_\_\_  
Signature

\_\_\_\_\_, 2018

Approved as to sufficiency.

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 ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside

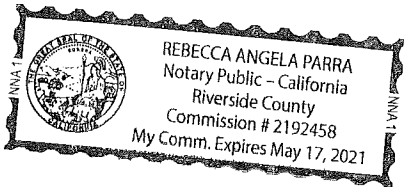
On 11/15/2018 before me, Rebecca Angela Parra, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Rebecca Angela Parra  
Signature of Notary Public

**OPTIONAL**

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

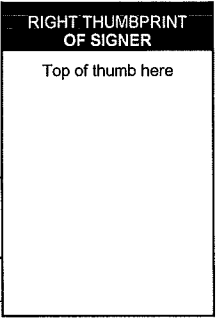
**Description of Attached Document**

Title or Type of Document Performance Bond No. 7658719  
Document Date: 11/13/2018 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

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

Signer's Name: Edward J. Carlson  
 Individual  
X Corporate Officer — Title(s): Vice President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

Signer's Name: Michael Farkas  
 Individual  
X Corporate Officer — Title(s): Secretary  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Other: \_\_\_\_\_



Signer is Representing:  
All American Asphalt

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

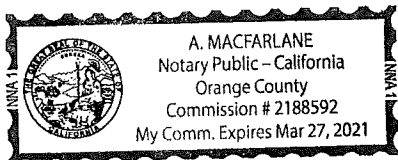
On 11/13/2018 before me, A. MacFarlane, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Performance Bond No. 7658719 Document Date: 11/13/2018  
Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

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

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

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

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

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

**CERTIFICATE**

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

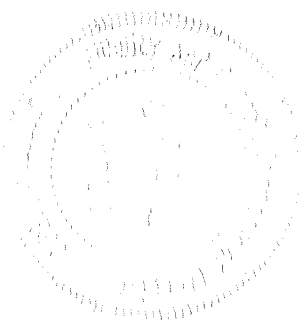
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of November, 2018.



*Michael C. Fay*

Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577



Premium is included in the performance bond  
Executed in: 2 Counterparts  
Payment Bond  
No. 7658719

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **ALL AMERICAN ASPHALT, a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **15<sup>th</sup> Street Bicycle Boulevard of Parks**, as described in Specification R-7075, Addenda/Addendum and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland 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 **Nine Hundred Forty-One Thousand Seven Hundred Eighty-Eight Dollars (\$941,788)** 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 13th day of November, 2018.

Fidelity and Deposit Company of Maryland

ALL AMERICAN ASPHALT, a California corporation

Surety Name  
By: Rebecca Haas-Bates  
Signature  
Name: Rebecca Haas-Bates  
Printed Name  
Title: Attorney-in-Fact  
777 S. Figueroa Street, Suite 3900  
Address: Los Angeles, CA 90017  
Telephone: (213) 270-0600

By: [Signature]  
Signature  
Name: Edward J. Carlson  
Printed Name  
Title: Vice President  
By: [Signature]  
Signature  
Name: Michael Farkas  
Printed Name  
Title: Secretary

Rebecca Haas-Bates, Attorney-in-Fact  
Attorney-in-Fact  
  
Signature

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

November 28, 2018

\_\_\_\_\_, 2018

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Deputy City Attorney

By: [Signature]  
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT**

**CIVIL CODE § 1189**

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

State of California

County of Riverside

On 11/15/2018 before me, Rebecca Angela Parra, Notary Public  
Date Here Insert name and Title of the Officer

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

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

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

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Rebecca Angela Parra  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document Payment Bond No. 7658719

Document Date: 11/13/2018 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

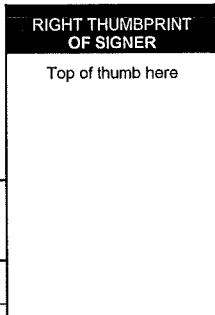
**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Edward J. Carlson

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

Signer is Representing:

All American Asphalt

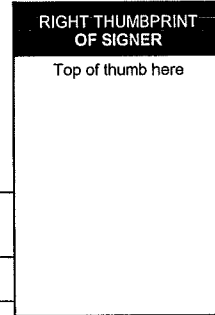


Signer's Name: Michael Farkas

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

Signer is Representing:

All American Asphalt



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

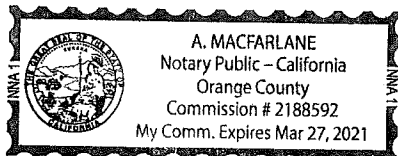
On 11/13/2018 before me, A. MacFarlane, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Rebecca Haas-Bates  
*Name(s) of Signer(s)*

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

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

WITNESS my hand and official seal.



Signature *A. MacFarlane*  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond No. 7658719 Document Date: 11/13/2018  
Number of Pages: Two (2) Signer(s) Other Than Named Above: All American Asphalt

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

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

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

Signer Is Representing: \_\_\_\_\_  
Fidelity and Deposit Company of Maryland

Signer Is Representing: \_\_\_\_\_

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

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

**CERTIFICATE**

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

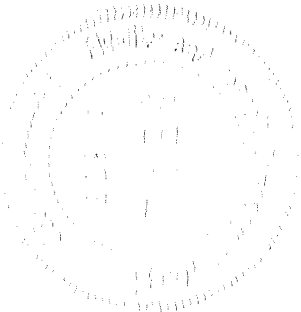
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of November, 2018.



*Michael C. Fay*

Michael C. Fay, Vice President

**TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:**

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of November, A.D. 2018.

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

Handwritten signature of Michael P. Bond

By: Michael P. Bond
Vice President

Handwritten signature of Dawn E. Brown

By: Dawn E. Brown
Secretary



State of Maryland
County of Baltimore

On this 13th day of November, A.D. 2018, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Michael P. Bond, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Handwritten signature of Constance A. Dunn

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

