

CONTRACT

34867

THIS CONTRACT is made and entered, in duplicate, as of November 15, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on November 14, 2017, by and between SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation ("Contractor"), whose address is 135 S. State College Blvd., Suite 400, Brea, California 92821, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Willow Street Pedestrian Improvements in the City of Long Beach, California, dated July 14, 2017, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7064;

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-7064 for Willow Street Pedestrian Improvements 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 Willow Street Pedestrian Improvements 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 Two Million Six Hundred Fourteen Thousand Seven Hundred Fifty Dollars
4 (\$2,614,750) 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-7064 (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-6131 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

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

4. TIME FOR CONTRACT. Contractor shall commence work on a date to be specified in a written Notice to Proceed from City and shall complete all work within ninety-five (95) working days thereafter, subject to strikes, lockouts and events beyond the control of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

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

3 SULLY-MILLER CONTRACTING
4 COMPANY, a Delaware corporation

5 DECEMBER 7, 2017

By 
6 Name DENNIS GANSEN
7 Title VICE PRESIDENT

8 _____, 2017

By ***** SEE ATTACHED CORPORATE RESOLUTION *****
9 Name _____
10 Title _____

11 "Contractor"

12 CITY OF LONG BEACH, a municipal
13 corporation

14 Dec. 19, 2017

By 
15 City Manager
16 EXECUTED PURSUANT
17 TO SECTION 301 OF
18 THE CITY CHARTER.

19 "City" Tom Modica
20 Assistant City Manager

21 This Contract is approved as to form on 12/13, 2017.

22 CHARLES PARKIN, City Attorney

23 By 
24 Deputy

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board
President
Vice President, CFO & Treasurer
Vice President of Operations
Vice President
Vice President
Secretary
Assistant Secretary

NAME

John Harrington
John Harrington
Christian Ransinangue
William Joseph Thomas Boyd
Scott Bottomley
Dennis Gansen
Anthony L. Martino II
Raymond Sanchez


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 9, 2016, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of May 2017.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

EXHIBIT A

Awarded: Total Base Bid (A + B) \$2,527,065 and
Selected Additive Bid Section C (Items A-1 to A-19) \$87,685*

*Additive Bid Section C (Items A-1 to A-19) total is for Bulb Outs at four intersections; bulb outs at one intersection were awarded.

BIDDER'S NAME: Sully-Miller Contracting Co.

**BID TO THE CITY OF LONG BEACH
WILLOW STREET PEDESTRIAN IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on August 16, 2017 at 11:00 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-7064 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.

BASE BID Section A – (CMAQ Funded) (Items 1 – 53)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization/ Demobilization (Limited to 5% of Participating Bid Items)	1	LS	50,000. —	50,000. —
2	Traffic Control, Public Convenience & Safety	1	LS	75,000. —	75,000. —
3	Stormwater Best Management Practices	1	LS	3,990. —	3,990. —
4	Construction Survey and Monument Restoration	1	LS	17,120. —	17,120. —
5	Scheduling	1	LS	3,935. —	3,935. —
6	Remove & Dispose of existing Sidewalk/Parkway	30,000	SF	1.63	48,900. —
7	Remove & Dispose of existing curb, gutter, concrete	170	LF	14. —	2,380. —
8	Remove & Dispose of existing tree stump including roots	1	EA	506. —	506. —
9	Remove & Dispose of existing curb ramp	2	EA	831.50	1,663. —
10	Remove & Dispose of existing concrete driveway approach	3	EA	881. —	2,643. —
11	Remove & Dispose of existing Street Light Foundation	1	EA	1,052. —	1,052. —
12	Remove & dispose of existing paving, irrigation equipment, & shrubs in medians	9,500	SF	2.72	25,840. —
13	Remove & dispose of existing trees including roots in medians	3	EA	1,500. —	4,500. —
14	P.C.C. Curb & Gutter	170	LF	21.50	3,655. —
15	P.C.C. Driveways	3	EA	837. —	2,517. —

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16	Install Truncated Domes on Existing Ramp	30	EA	471. ✓	14,130. ✓
17	Install New Curb Ramp	2	EA	1,690. ✓	3,380. ✓
18	Regrade medians after removals	13,350	SF	.55	7,342.50
19	Provide & install green colored concrete accent bands in medians & parkways	5,900	SF	15. ✓	88,500. ✓
20	Provide & install brown colored concrete bands in medians & parkways	13,700	SF	9.55	130,835. ✓
21	Provide & install standard gray sidewalk concrete	16,600	SF	4.63	76,858. ✓
22	Construct new low planter/seat walls in parkways	250	LF	84.35	21,087.50
23	Accent tiles in paving as shown on plans	390	EA	201. ✓	78,390. ✓
24	Furnish and Install Cabinet Art	5	EA	2,340. ✓	11,700. ✓
25	Prune existing trees to remain in medians	31	EA	900. ✓	27,900. ✓
26	Irrigation point of connection irrigation equipment - master valve, flow meter, Calsense controller (does not include cost of meter, service pipe from water main to meter)	3	LS	15,592. ✓	46,776. ✓
27	Schedule 80 PVC irrigation sleeve under street, including saw cut, trench, & patch	2,300	LF	51.74	119,002. ✓
28	Schedule 40 PVC irrigation sleeve under paving (sidewalks & medians)	7,000	LF	18. ✓	126,000. ✓
29	New automatic drip line irrigation system in all landscape areas (incl. drip line, ball valves, remote control valves, quick couplers)	7,700	SF	25.60	197,120. ✓
30	Finish grading in landscape areas (including topsoil if necessary)	7,700	SF	.96	7,392. ✓
31	New 36" box trees	12	EA	984.25	11,811. ✓
32	New 24" box trees	103	EA	562.50	57,937.50
33	New 1 gallon shrubs	960	EA	14. ✓	13,440. ✓

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
34	3" thick layer bark mulch throughout landscape areas	7,700	SF	.85	6,545. —
35	Standard 90-day contractor's maintenance period	1	LS	3,940. —	3,940. —
36	Furnish and Install City Entry Sign	1	EA	\$18,000	18,000. —
37	Furnish and Install Neighborhood Entry Sign	2	EA	—	—
38	Install Sign and Post	27	EA	225. —	6,075. —
39	Install Sign on light standard	71	EA	112.50	7,987.50
40	Remove Sign	36	EA	28.25	1,017. —
41	Relocate Sign	35	EA	56.25	1,968.75
42	Street Light Pole	53	EA	8,212. —	435,236. —
43	Street Level Luminaire	53	EA	402.75	21,345.75
44	Pedestrian Level Luminaire	53	EA	378. —	20,034. —
45	Street Light Luminaire Arm	53	EA	1,570. —	83,210. —
46	Pedestrian Light Luminaire Arm	53	EA	1,534. —	81,302. —
47	Banner Brackets	53	EA	705. —	37,365. —
48	Modify Existing Electrical Service	6	EA	281. —	1,686. —
49	Street Light Wire (Various Sizes)	49,100	LF	1.01	49,591. —
50	Remove Street Light	53	EA	1,102.50	58,432.50
51	Conduit (Pushed) 2"	1,600	LF	31.50	50,400. —
52	Install 12" Thermoplastic Crosswalk Line	2,900	SF	1.70	4,930. —
53	Install 24" Thermoplastic Crosswalk Line	9,300	SF	2.80	26,040. —

TOTAL BASE BID for Section A (CMAQ Funded) (Items 1 – 53) 2,200,408.75

BASE BID Section B (Prop A Funded) (Items 54-59)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
54	Remove and replace bus shelter	7	LS	31,040.25	217,281.75
55	Remove and replace bus bench and receptacle	4	LS	2,880.75	11,520.75
56	Accent tiles in paving as shown on plans	20	EA	2,382.75	47,640.75
57	Provide & install tan colored concrete in medians & parkways	2,530	SF	11.15	28,209.50
58	Remove & Dispose of existing Sidewalk/Parkway	3,300	SF	1.45	4,785.75
59	Provide & install green colored concrete accent bands in medians & parkways	820	SF	21.75	17,835.75

TOTAL BASE BID Section B (Prop A Funded) (Items 54-59) 326,656.75

ADDITIVE BID Section C (Items A-1 to A-19)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Bulb-Outs					
A-1	Concrete Removal	90	CY	155.75	13,950.75
A-2	Bituminous Pavement Removal	210	CY	137.50	28,875.75
A-3	Unclassified Excavation	180	CY	95.50	17,190.75
A-4	Crushed Miscellaneous Base, 6" Thick under PCC Improvements	17,200	SF	.88	15,136.75
A-5	Saw cut PCC or Bituminous	280	LF	1.70	510.75
A-6	Asphalt Concrete Pavement, 4" Thick	330	ton	102.50	33,825.75
A-7	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	1,300	LF	22.50	29,250.75
A-8	Box Drains, Cast Iron Pipe	960	LF	42.75	40,920.75
A-9	PCC Driveway, 3" Thick	160	SF	9.75	1,560.75
A-10	Topsoil, Class "A"	920	CY	62.75	57,730.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
A-11	Reinforced bar	1.5	ton	4,725. -	7,087.50
A-12	Curb Ramp	1,600	SF	9.50	15,200. -
A-13	Curb Ramp Detectable Warning Surface	260	SF	40. -	10,400. -
A-14	Curb Painting	1,450	LF	2. -	2,900. -
A-15	Remove and Install Catch Basin	7	EA	1,740. -	12,180. -
A-16	Traffic Control	1	LS	3,370. -	3,370. -
A-17	Striping	1,600	SF	1.12	1,792. -
A-18	Install New sign Post with Push Button	32	EA	1,687.50	54,000. -
A-19	Miscellaneous Materials	1	LS	1,687.50	1,687.50

TOTAL ADDITIVE BID Section C (Items A-1 to A-19)

346,273. -

ADDITIVE BID Section D (Items A-20 to A-26)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
Median Islands					
A-20	Bituminous Pavement Removal	30	CY	167. -	5,010. -
A-21	Unclassified Excavation	30	CY	126.50	3,795. -
A-22	Crushed Miscellaneous Base, 6" Thick under PCC Improvements	30	CY	92.75	2,782.50
A-23	Saw cut Bituminous	840	LF	2.50	2,100. -
A-24	Asphalt Concrete Pavement, 4" Thick	37	ton	179. -	7,160. -
A-25	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	840	LF	19.50	16,380. -
A-26	PCC Driveway, 3" Thick	450	SF	7. -	3,150. -

TOTAL ADDITIVE BID Section D (Items A-20 to A-26)

40,377.50

1. TOTAL BASE BID (A+B) 2,527,064.25
 2. TOTAL ALTERNATIVE BID (C+D) 386,650.50
 3. TOTAL BASE WITH ALTERNATIVE BID (A+B+C+D) 2,913,714.75
-

Basis of Award:

The basis of comparison to determine the apparent lowest bid is the total of the base bid plus all additives (A+B+C+D) as stated in the above bid table. The City reserves the right to award Base Bid and any combination of Additives in the best interest of the City.

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? _____

Is the Bidder a Women-Owned Business? No

Is the Bidder a Certified DBE? No If yes, Certification No _____

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

Planet Bids

(Continued on Next Page)

EXHIBIT B

Workers Compensation Certificate

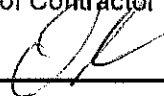
WORKERS' COMPENSATION CERTIFICATION

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:

Sully-Miller Contracting Company

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



Dennis Gansen

Title: Vice-President

Date: 08/14/17

EXHIBIT C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: WC7-631-004125-657
 - B. Name of Insurer (NOT Broker): Liberty Mutual Insurance Group
 - C. Address of Insurer: 114 West 47th Street New York, NY 10036
 - D. Telephone Number of Insurer: 781/647-8138
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Various
 - B. Automobile Liability Insurance Policy Number: AS2-631-004125-677
 - C. Name of Insurer (NOT Broker): Liberty Mutual Insurance Group
 - D. Address of Insurer: 114 West 47th Street, New York, NY 10036
 - E. Telephone Number of Insurer: 781/647-8138
- 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: TBD
- 5) Estimated total wages to be paid those workers: TBD
- 6) Dates (or schedule) when those wages will be paid: Weekly for union Workers, bi-Weekly for Non-Union Workers
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: TBD
- 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 V&E Tree Service Type of Work Clear & Grub
 Address PO Box 3280
 City Orange Dollar Value of Subcontract \$ 32,000.
 Phone No. 714 997 0903
 License No. 654506
1000001936

Name Superior Pavement Markings Type of Work Striping
 Address 5312 Cypress St
 City Cypress Dollar Value of Subcontract \$ 45,000.
 Phone No. 714 995 9100
 License No. 770206
1000014760

Name KATO Landscape Type of Work Landscape
 Address 18182 Bushard St
 City Parkland Valley Dollar Value of Subcontract \$ 577,000.
 Phone No. 714 963 4615
 License No. 800122
1000000086

Name CL Survey Type of Work Survey
 Address 1269 Pomona Rd.
 City Corona Dollar Value of Subcontract \$ 20,000.
 Phone No. 909 484 4200
 License No. 458231
1000007166

Name Comet Electric Type of Work Electrical
 Address 21625 Prairie St
 City Chatsworth Dollar Value of Subcontract \$ 783,000.
 Phone No. 818 340 0965
 License No. 681827
1000005203

ADDENDA ACKNOWLEDGEMENT / SIGNATURE

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

DG
1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted

Signature**

Sully-Miller Contracting Company

Legal Name of Company

Dennis Gansen, Vice-President

Print Name / Title

Names of Other General Partners

Names of Other Partners

Delaware

State of Incorporation

N/A

State Where Registered as LLC

135 S. State College Blvd., Suite #400
Brea, CA 92821

Business Address (Actual Address -Not A
Post Office Box)

714/578-9600 714/578-9672

Telephone Number / Fax Number
dennis.gansen@sully-miller.com
charlie.pessa@sully-miller.com

Email Address

#747612

Contractor's License Number

BU99006450

City of Long Beach Business License
Number

02/02/18

City of Long Beach Business License
Expiration Date

135 S. State College Blvd., Suite #400
Brea, CA 92821

Address on City Business License

#1000003664

DIR Registration Number

_____ If Bidder is an individual, set forth his/her signature.

_____ If Bidder is a joint venture, set forth the name of the joint venture with the
signature of an authorized representative of each venture..

_____ If Bidder is a general partnership, set forth the signature of the general
partner.

_____ If Bidder is a limited partnership, provide names of other partners.

_____ If Bidder is a limited liability company, set forth legal name of company with
signature of a member or manager authorized to bind the company

 X If the Bidder is a corporation, set forth the legal name of the corporation with
the signature of an officer of the corporation.

Please see attaced Certificate of Incumbency and Resolution

APPENDIX “A”

**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.

Issued in Duplicate

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

Performance Bond
No. 014075670
Premium: 9,111.00

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Willow Street Pedestrian Improvements, as described in Specification No.: R-7064, 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 Liberty Mutual 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 of Two Million Six Hundred Fourteen Thousand Seven Hundred Fifty Dollars (\$2,614,750) 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 4th day of December, 2017.

Liberty Mutual Insurance Company
By: Jenny Rose Phothisath
Name: Jenny Rose Phothisath
Title: Witness
Address: 8044 Montgomery Road, Ste 150E
Telephone: 1-513-792-1861

Aiza Lopez
Attorney-in-Fact
Signature

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

December 13, 2017

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

SULLY-MILLER CONTRACTING COMPANY,
a Delaware corporation
By: [Signature]
Name: DENNIS GANSEN
Title: VICE PRESIDENT

By: *** SEE ATTACHED CORPORATE RESOLUTION ***
Name: _____
Title: _____

December 12, 2017

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 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.

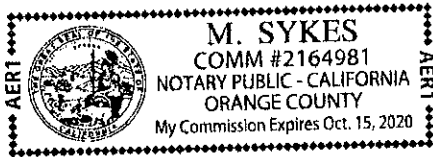
State of California)
County of Orange)

On December 8, 2017 before me, M. Sykes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Dennis Gansen
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 M. Sykes
Signature of Notary Public
M. Sykes, 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 Performance Bond

Title or Type of Document: (Bond for Faithful Performance) Document Date: December 4, 2017
Number of Pages: 1 Signer(s) Other Than Named Above: Aiza Lopez, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dennis Gansen
☒ Corporate Officer — Title(s): Vice President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: Sully-Miller Contracting Company

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

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this 4th day of **December, 2017**, before me personally came **Aiza Lopez**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Liberty Mutual Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.


Notary Public, **Aimee Perondine**

AIMEE PERONDINE
NOTARY PUBLIC - CT 174145
MY COMMISSION EXPIRES MAY 31, 2022

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7870680

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Brian Peters; Cavel Dixon-Rubeor; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Keri Ann Smith; Michelle Anne McMahon; Noah William Pierce; Saykham Chanthasone; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company
By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

Issued in Duplicate

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

Payment Bond
No. 014075670
Premium Included on
Performance Bond

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Willow Street Pedestrian Improvements, as described in Specification R-7064, 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 Liberty Mutual 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 Two Million Six Hundred Fourteen Thousand Seven Hundred Fifty Dollars (\$2,614,750) 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 4th day of December, 2017.

Liberty Mutual Insurance Company
Surety Name
By: Jenny Rose Phothirath
Signature
Name: Jenny Rose Phothirath
Printed Name
Title: Witness
8044 Montgomery Road, Ste 150E
Address: Cincinnati, OH 45236
1-513-792-1861
Telephone:

Aiza Lopez
Attorney-in-Fact
[Signature]
Signature

SULLY-MILLER CONTRACTING COMPANY,
a Delaware corporation
Principal Name
By: [Signature]
Signature
Name: DENNIS GANSEN
Printed Name
Title: VICE PRESIDENT
By: *** SEE ATTACHED CORPORATE RESOLUTION ***
Signature
Name: _____
Printed Name
Title: _____

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

December 13, 2017

Approved as to form.
CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

December 12, 2017

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 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)

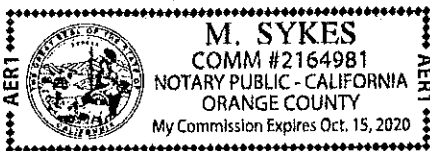
On December 8, 2017 before me, M. Sykes, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Dennis Gansen
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 M. Sykes
Signature of Notary Public
M. Sykes, 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 (Labor and Material Bond) Document Date: December 4, 2017

Number of Pages: 1 Signer(s) Other Than Named Above: Aiza Lopez, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Dennis Gansen

☒ Corporate Officer — Title(s): Vice President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: Sully-Miller Contracting Company

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**
COUNTY OF **Hartford**

On this 4th day of **December, 2017**, before me personally came **Aiza Lopez**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Liberty Mutual Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.


Notary Public, Aimee Perondine

AIMEE PERONDINE
NOTARY PUBLIC - CT 174145
MY COMMISSION EXPIRES MAY 31, 2022



THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7870681

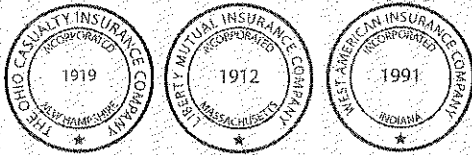
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Brian Peters; Cayel Dixon-Rubeor; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Keri Ann Smith; Michelle Anne McMahon; Noah William Pierce; Saykham Chanthasone; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2017.



STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

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Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of December, 2017.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board
President
Vice President, CFO & Treasurer
Vice President of Operations
Vice President
Vice President
Secretary
Assistant Secretary

NAME

John Harrington
John Harrington
Christian Ransinangue
William Joseph Thomas Boyd
Scott Bottomley
Dennis Gansen
Anthony L. Martino II
Raymond Sanchez


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 9, 2016, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of May 2017.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821