

1 between 64th Street and 72nd Street in the City of Long Beach, California, attached
2 hereto as Exhibit "A"; provided, however, that the total compensation to Contractor
3 shall not exceed the maximum cumulative amount of One Million Three Hundred
4 Ninety-Eight Thousand Three Hundred Seventy Dollars (\$1,398,370) for the
5 estimated quantities established in the Bid, subject to additions or deductions as
6 provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7144 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. C-6142 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
19 Contract and all documents attached hereto or referenced herein including but not
20 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
21 Proceed; Notice of Completion; any addenda or change orders issued in
22 accordance with the Standard Specifications; any permits required and issued for
23 the work; approved final design drawings and documents; and the Information
24 Sheet. These Contract Documents are incorporated herein by the above reference
25 and form a part of this Contract.

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

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

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

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

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

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

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

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

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

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

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

25 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

13 13. NOTICES.

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

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

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

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

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

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

14 19. TAXES AND TAX REPORTING.

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

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

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

6 C. Contractor shall create and operate a buying company, as
7 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
8 \$5,000,000 in tangible personal property subject 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 request
27 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
28 and will be subject to City review and approval. Contractor may contact the Financial

1 Management Department, Budget Management Bureau at (562) 570-6425 for
2 assistance with the form.

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

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

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

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

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

26 25. NO DUTY TO INSPECT. No language in this Contract shall create
27 and City shall not have any duty to inspect, correct, warn of or investigate any condition
28 arising from Contractor's work hereunder, or to insure compliance with laws, rules or

1 regulations relating to said work. If City does inspect or investigate, the results thereof
2 shall not be deemed compliance with or a waiver of any requirements of the Contract
3 Documents.

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

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

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

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

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

26 “During the performance of a Contract with the City of Long Beach, the
27 Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

3 B. The failure of the Contractor to comply with the EBO will be
4 deemed to be a material breach of the Contract by the City.

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

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

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

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

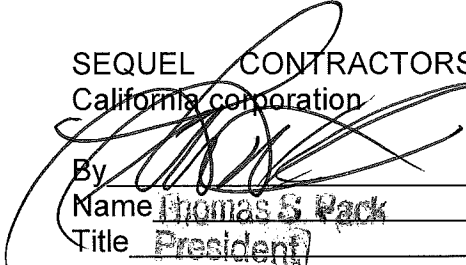
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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

SEQUEL CONTRACTORS, INC., a California corporation

August 14, 2019

By 
Name Thomas S. Park
Title President

_____, 2019

By _____
Name _____
Title _____

**Tom Modica
Assistant City Manager**

"Contractor"

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

CITY OF LONG BEACH, a municipal corporation


Aug 26, 2019

By 
City Manager

"City"

This Contract is approved as to form on August 20, 2019.

CHARLES PARKIN, City Attorney

By 
Deputy

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

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2019 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

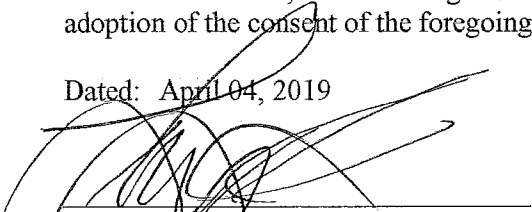
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.


Dated: April 04, 2019



Thomas S. Pack
Director & President



Abel Magallanes
Director, Vice President & Assistant Secretary



Michael A. Mahler
Director & Secretary

EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: Sequel Contractors, Inc.

**BID TO THE CITY OF LONG BEACH
IMPROVEMENTS OF ORANGE AVENUE BETWEEN 64TH STREET
AND 72ND STREET**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on May 15th, 2019 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-7144 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 low bid will be determined by total bid (sum of Section A, Section B, Section C, and Section D)

SECTION A: NON-ADA IMPROVEMENTS ASSOCIATED WITH PW5062-92

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	28	EA	900 ⁰⁰	23,400 ⁰⁰
2.	Adjust Water Valve Box & Cover Meter Box & Cover	66	EA	700 ⁰⁰	46,200 ⁰⁰
3.	Reconstruct Water Valve Box & Cover	1	EA	1000 ⁰⁰	1000 ⁰⁰
4.	Adjust Gas Valve Box & Cover	10	EA	700 ⁰⁰	7,000 ⁰⁰
5.	Replace Traffic Signal and Other Pull Boxes	6	EA	500 ⁰⁰	3,000 ⁰⁰
6.	Adjust Survey Monument Casting & Cover	9	EA	1200 ⁰⁰	10,800 ⁰⁰
7.	Install Survey Bench Mark, Type 1	14	EA	1000 ⁰⁰	14,000 ⁰⁰
8.	Install Spike & Washer and/or Ties	5	EA	400 ⁰⁰	2,000 ⁰⁰
9.	Curb Drain	8	EA	500 ⁰⁰	4,000 ⁰⁰
10.	Concrete Removal	40	CY	160 ⁰⁰	6,400 ⁰⁰
11.	Bituminous Pavement Removal	130	CY	155 ⁰⁰	20,150 ⁰⁰
12.	Cold Milling AC/PCC Pavement, 0" to 1.75" Variable Depth	11800	SY	4 ⁰⁰	47,200 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
13.	Cold Milling Asphalt Concrete Pavement, 1" Average Depth	13000	SY	2 ⁰⁰	26,000 ⁰⁰
14.	Removal and Disposal of PCC Stepping Stone and Fill Holes	20	CY	200 ⁰⁰	4,000 ⁰⁰
15.	Unclassified Excavation	380	CY	150 ⁰⁰	57,000 ⁰⁰
16.	Tree Pruning	29	EA	600 ⁰⁰	17,400 ⁰⁰
17.	Crushed Miscellaneous Base	190	CY	90 ⁰⁰	17,100 ⁰⁰
18.	Asphalt Concrete Pavement	700	TON	100 ⁰⁰	70,000 ⁰⁰
19.	Asphalt Rubber Pavement	2300	TON	94 ⁰⁰	216,200 ⁰⁰
20.	Slurry Seal - Emulsion Aggregate Slurry (EAS) - Type 1	12	ELT	875 ⁰⁰	10,500 ⁰⁰
21.	PCC Curb, SPPWC Type A1-6, A1-8, A1 Integral, C1-6, or C1-8 or variable	680	LF	24 ⁰⁰	16,320 ⁰⁰
22.	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	860	LF	28 ⁰⁰	24,080 ⁰⁰
23.	PCC Bus Stop Street Pad, 10" Thick	5900	SF	12 ⁰⁰	70,800 ⁰⁰
24.	PCC Cross Gutter, 8" Thick	870	SF	12 ⁰⁰	10,440 ⁰⁰
25.	PCC Driveway, 4" Thick	150	SF	20 ⁰⁰	3,000 ⁰⁰
26.	4" Thermoplastic Traffic Striping	2000	SF	2.50	5,000 ⁰⁰
27.	6" Thermoplastic Traffic Striping	4850	SF	2 ⁰⁰	9,700 ⁰⁰
28.	8" Thermo. Traffic Striping Including Pavement Markers	600	SF	2.50	1,500 ⁰⁰
29.	4" Thermo. Traffic Striping Including Pavement Markers Yellow	3500	SF	2.50	8,750 ⁰⁰
30.	12" Thermoplastic Traffic Striping	520	SF	3 ⁰⁰	1,560 ⁰⁰
31.	Continental Crosswalk	2600	SF	3 ⁰⁰	7,800 ⁰⁰
32.	Thermoplastic Arrows Pavement Marking	25	EA	70 ⁰⁰	1,750 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
33.	Thermoplastic Bike Symbol & Arrow Marking	31	EA	100 ⁰⁰	3,100 ⁰⁰
34.	Green Preformed Thermoplastic	2800	SF	20 ⁰⁰	56,000 ⁰⁰
35.	Curb Painting	2200	LF	1 ⁰⁰	2,200 ⁰⁰
36.	(Fix Existing Sign Leaning Post)	10	EA	100 ⁰⁰	1,000 ⁰⁰
37.	Bicycle Loop Detectors	7	EA	400 ⁰⁰	2,800 ⁰⁰
38.	Loop Detectors	13	EA	400 ⁰⁰	5,200 ⁰⁰
39.	K71 Flexible Post (Green / White)	68	EA	270 ⁰⁰	18,360 ⁰⁰
40.	Parking Block (Gray or Black)	445	EA	70 ⁰⁰	31,150 ⁰⁰
41.	Install Sign on Existing Post/Street Lighting Pole	8	EA	100 ⁰⁰	800 ⁰⁰
42.	Install sign on new post	2	EA	250 ⁰⁰	500 ⁰⁰

SECTION A: NON-ADA IMPROVEMENTS ASSOCIATED WITH PW5062-92
SUB-TOTAL AMOUNT BID

\$ 885,160⁰⁰

SECTION B: ADA IMPROVEMENTS ASSOCIATED WITH PW5062-92

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
43.	Remove Existing SL & Install Type C SL per CLB Std Plan 702	2	EA	12,000 ⁰⁰	24,000 ⁰⁰
44.	Concrete Removal	250	CY	160 ⁰⁰	40,000 ⁰⁰
45.	Unclassified Excavation	70	CY	150 ⁰⁰	10,500 ⁰⁰
46.	Root Shaving	4200	SF	3.00	12,600 ⁰⁰
47.	Crushed Miscellaneous Base	50	CY	90 ⁰⁰	4,500 ⁰⁰
48.	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	600	LF	28 ⁰⁰	16,800 ⁰⁰
49.	PCC Sidewalk, 3" Thick	17000	SF	5 ⁰⁰	85,000 ⁰⁰
50.	PCC Sidewalk at Curb Ramps, 3" Thick	4500	SF	9 ⁰⁰	40,500 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
51.	PCC Driveway, 4" Thick	2700	SF	6 ⁰⁰	16,200 ⁰⁰
52.	Traffic Signal Relocation at 72nd St	1	EA	25,000 ⁰⁰	25,000 ⁰⁰
53.	Curb Ramp Detectable Warning Surface	300	SF	50 ⁰⁰	15,000 ⁰⁰

SECTION B: ADA IMPROVEMENTS ASSOCIATED WITH PW5082-92
SUB-TOTAL AMOUNT BID

\$ 290,100⁰⁰

SECTION C: IMPROVEMENTS ASSOCIATED WITH PW5063-32

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
54.	Adjust Water Valve Box & Cover (#11)	1	EA	900 ⁰⁰	900 ⁰⁰
55.	Cold Milling Asphalt Concrete Pavement, 6' Wide, 3" Average Depth	2100	SY	8 ⁰⁰	16,800 ⁰⁰
56.	Asphalt Concrete Pavement	350	TON	100 ⁰⁰	35,000 ⁰⁰
57.	Slurry Seal - Emulsion Aggregate Slurry (EAS) - Type 1	35	ELT	500 ⁰⁰	17,500 ⁰⁰
58.	4" Thermoplastic Traffic Striping	690	SF	2.50	1,725 ⁰⁰
59.	6" Thermoplastic Traffic Striping	1950	SF	2.20	4,290 ⁰⁰
60.	8" Thermo. Traffic Striping Including Pavement Markers	200	SF	2.50	500 ⁰⁰
61.	4" Thermo. Traffic Striping Including Pavement Markers Yellow	1200	SF	2.50	3000 ⁰⁰
62.	12" Thermoplastic Traffic Striping	110	SF	3 ⁰⁰	330 ⁰⁰
63.	Continental Crosswalk	2100	SF	3 ⁰⁰	6,300 ⁰⁰
64.	Thermoplastic Arrows Pavement Marking	4	EA	70 ⁰⁰	280 ⁰⁰
65.	Thermoplastic Bike Symbol & Arrow Marking	10	EA	100 ⁰⁰	1,000 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
66.	Green Preformed Thermoplastic	788	SF	20 ⁰⁰	15,760 ⁰⁰
67.	Curb Painting	885	LF	1 ⁰⁰	885 ⁰⁰
68.	Fix Existing Sign Leaning Post	6	EA	100 ⁰⁰	600 ⁰⁰
69.	Bicycle Loop Detectors	4	EA	400 ⁰⁰	1600 ⁰⁰
70.	Loop Detectors	2	EA	400 ⁰⁰	800 ⁰⁰
71.	K71 Flexible Post (Green / White)	34	EA	270 ⁰⁰	9180 ⁰⁰
72.	Parking Block (Gray or Black)	138	EA	70 ⁰⁰	9660 ⁰⁰

SECTION C: IMPROVEMENTS ASSOCIATED WITH PW5063-32
SUB-TOTAL AMOUNT BID

\$126,110⁰⁰

SECTION D: PROJECT-WIDE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
73.	Temporary Traffic Control	1	LS	91,000 ⁰⁰	91,000 ⁰⁰
74.	Changeable Message Sign	60	DAY	100 ⁰⁰	6000 ⁰⁰

SECTION D: PROJECT-WIDE
SUB-TOTAL AMOUNT BID

\$97,000⁰⁰

TOTAL AMOUNT BID (SUM OF SECTIONS A THROUGH D)

\$1,398,370⁰⁰

EXHIBIT B

Workers Compensation Certificate

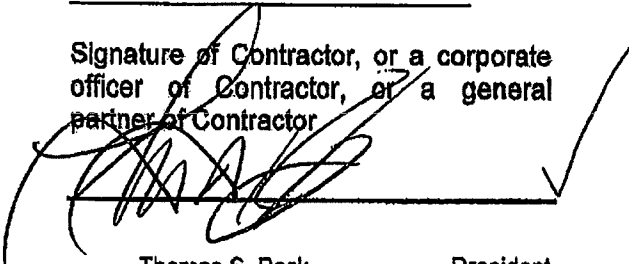
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Sequel Contractors, Inc.

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

A large, stylized handwritten signature in black ink is written over a horizontal line. The signature is cursive and appears to read 'T. S. Pack'. To the right of the signature, there is a large checkmark.

Title: Thomas S. Pack President

Date: 5/15/19

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: A1CW01471403
 - B. Name of Insurer (NOT Broker): Old Republic General
 - C. Address of Insurer: 1 Park Plaza Suite 400, Irvine, CA 92614
 - D. Telephone Number of Insurer: (949) 553-9800

- 2) **For vehicles owned by Contractor and used in performing work under this Contract:**
 - A. VIN (Vehicle Identification Number): too many to list
 - B. Automobile Liability Insurance Policy Number: A1CA01471403
 - C. Name of Insurer (NOT Broker): Old Republic General
 - D. Address of Insurer: 1 Park Plaza Suite 400, Irvine, CA 92614
 - E. Telephone Number of Insurer: (949) 553-9800

- 3) **Address of Property used to house workers on this Contract, if any:** N/A

- 4) **Estimated total number of workers to be employed on this Contract:** 14

- 5) **Estimated total wages to be paid those workers:** TBD

- 6) **Dates (or schedule) when those wages will be paid:** weekly

- 7) **Estimated total number of independent contractors to be used on this Contract:**
(Describe schedule: For example, weekly or every other week or monthly)
3-5

- 8) **Taxpayer's Identification Number:** 95-4301424

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 subcontractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>CASE LAND SURVEY</u>	Type of Work	<u>SURVEY</u>
Address	<u>614 N Eckhoff St</u>		
City	<u>ORANGE 92868</u>	Dollar Value of Subcontract	<u>\$ 20,000⁰⁰</u>
Phone No.	<u>714 688-8948</u>		
License No.	<u>L5411</u>	DIR Registration No.	<u>1000001533</u>
Name	<u>OC Traffic</u>	Type of Work	<u>STRIP</u>
Address	<u>638 Southern Ave.</u>		
City	<u>Orange 92865</u>	Dollar Value of Subcontract	<u>\$ 140,000⁰⁰</u>
Phone No.	<u>714 974 1190</u>		
License No.	<u>877686</u>	DIR Registration No.	<u>1000005503</u>
Name	Medina	Type of Work	PAVING
Address	720 East Hill Blvd		
City	Orange 92868	Dollar Value of Subcontract	\$ 20,000⁰⁰
Phone No.	714 334 2979		
License No.	294091	DIR Registration No.	1000006150
Name	<u>EBS</u>	Type of Work	<u>ADJUSTMENTS</u>
Address	<u>1320 6th Street</u>		
City	<u>Corona 92879</u>	Dollar Value of Subcontract	<u>\$ 96,000⁰⁰</u>
Phone No.	<u>951 279-6869</u>		
License No.	<u>932798</u>	DIR Registration No.	<u>1000004286</u>
Name	<u>All American Asphalt</u>	Type of Work	<u>COLD PAVE</u>
Address	<u>PO Box 7229</u>		
City	<u>Corona 92878</u>	Dollar Value of Subcontract	<u>\$ 92,000⁰⁰</u>
Phone No.	<u>951 473 7575</u>		
License No.	<u>267073</u>	DIR Registration No.	<u>1000001051</u>

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor'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 Mission Paving Type of Work SLURRY SEAL
 Address 12747 Schabarum
 City Terminde 91706 Dollar Value of Subcontract \$ 27,000⁰⁰
 Phone No. 626 452 8200
 License No. 624257 DIR Registration No. 1000002697

Name Davis Tree Service Type of Work TREE PRUNE
 Address 19051 Gothard
 City Huntington Beach 92648 Dollar Value of Subcontract \$ 22,000⁰⁰
 Phone No. 714 842 6345
 License No. 735009 DIR Registration No. 1000015986

Name LPE Type of Work Electrical
 Address 929 Otterbein
 City La Puente 91748 Dollar Value of Subcontract \$ 49,000⁰⁰
 Phone No. 626 810 1338
 License No. 793907 DIR Registration No. 1000001980

Name Cl Concrete Type of Work ~~REPAIR~~ PCC Pav
 Address 1035 Gladstone
 City Azusa 91702 Dollar Value of Subcontract \$ 250,000⁰⁰
 Phone No. 626 334 7357
 License No. 488722 DIR Registration No. 1000007711

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

APPENDIX “A”

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.

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to SEQUEL CONTRACTORS, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Street Improvements of Orange Avenue between 64th Street and 72nd Street, as described in Specification R-7144, Addenda/Addendum and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of One Million Three Hundred Ninety Eight Thousand Three Hundred Seventy Dollars (\$1,398,370) 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 14th day of August, 2019.

Travelers Casualty and Surety
Company of America

Surety Name

SEQUEL CONTRACTORS, INC., a California
corporation

By: _____
Signature

Name: Douglas A. Rapp
Printed Name

Title: Attorney in Fact

Address: 21688 Gateway Center Drive
Diamond Bar, CA 91765

Telephone: 909-612-3654

Douglas A. Rapp
Attorney-in-Fact

Douglas A. Rapp
Signature

By: _____
Signature

Name: Thomas S. Pack
Printed Name

Title: President

By: _____
Signature

Name: _____
Printed Name

Title: _____

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

Aug. 20, 2019

Approved as to form.

CHARLES PARKIN, City Attorney

By: *Charles Parkin*
Deputy City Attorney

8/20, 2019

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

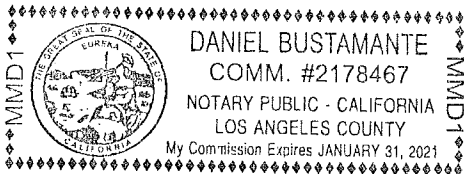
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 8/14/19 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Peck President
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 Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

ACKNOWLEDGMENT

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

State of California
County of Orange)

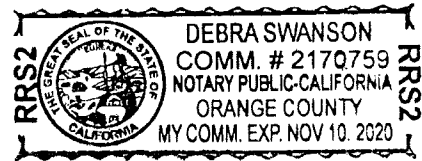
On August 14, 2019 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of **February**, 2017.



State of Connecticut

City of Hartford ss.

By:
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of August, 2019.



Kevin E. Hughes, Assistant Secretary

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

SEQUEL CONTRACTORS, INC.

ST. LIC #610600A

13546 IMPERIAL HWY
SANTA FE SPRINGS, CA 90670

Fax (562) 802-7499

(562) 802-7227 Office

ACTION BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF SEQUEL CONTRACTORS, INC.

The undersigned being all of the Directors of SEQUEL CONTRACTORS, INC. a California Corporation, do hereby take the following action by this written consent at a meeting of the Board of Directors held on April 4, 2019 in accordance with the Bylaws of the Corporation and the California Corporation Code.

WHEREAS, the Board of Directors deems it advisable to authorize the officers of the Corporation, Abel Magallanes, Thomas S. Pack and Michael A. Mahler, respectively, to execute bid bonds on behalf of the Corporation with any agency, person, company or municipality;

RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized to execute labor, material, and faithful performance bonds in connection with contracts to be entered into with any agency, person, company or municipality;

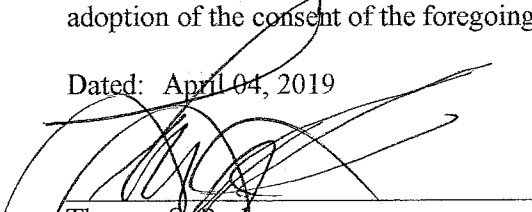
RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler are authorized and directed to execute and deliver street improvement contracts and related agreements with any agency, person, company or municipality on such terms conditions as they deem advisable in their sole discretion;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized by their sole signatures on any document to bind this corporation to contract, bids, bonds, etc.;


RESOLVED FURTHER, that Abel Magallanes, Thomas S. Pack and Michael A. Mahler be, and they hereby are authorized and directed to take any and all such other actions and execute such other documents as may be necessary or appropriate to carry out the purposes of the foregoing authorizations.

In witness thereof, the undersigned Directors have executed this unanimous written consent to indicate this adoption of the consent of the foregoing resolution and the action set forth therein.

Dated: April 04, 2019


Thomas S. Pack
Director & President


Abel Magallanes
Director, Vice President & Assistant Secretary


Michael A. Mahler
Director & Secretary

**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 **SEQUEL CONTRACTORS, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Street Improvements of Orange Avenue between 64th Street and 72nd Street**, as described in Specification No.: R-7144, Addenda/Addendum and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Travelers Casualty and Surety Company of America, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **One Million Three Hundred Ninety Eight Thousand Three Hundred Seventy Dollars (\$1,398,370)** 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 14th day of August, 2019.

Travelers Casualty and Surety Company of America
Surety Name
By: _____
Signature
Name: Douglas A. Rapp
Printed Name
Title: Attorney in Fact
21688 Gateway Center Drive
Address: Diamond Bar, CA 91765
Telephone: 909-612-3654

Douglas A. Rapp
Attorney-in-Fact

Signature

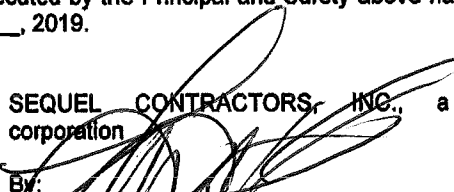
(Attach Attorney-In-Fact Certificate, Corporate Seal and Surety Seal)

Aug 20, 2019

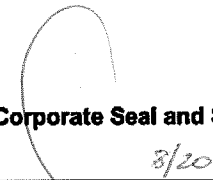
Approved as to form.

CHARLES PARKIN, City Attorney

By: 
Deputy City Attorney

SEQUEL CONTRACTORS, INC., a California corporation
By: 
Signature
Name: Thomas S. Rack
Printed Name
Title: President

By: _____
Signature
Name: _____
Printed Name
Title: _____

, 2019

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: 
City Manager/City Engineer

NOTE:

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

ACKNOWLEDGMENT

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

State of California
County of Orange

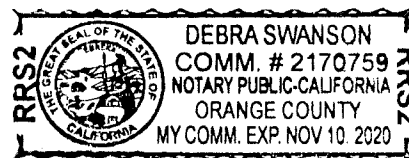
On August 14, 2019 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

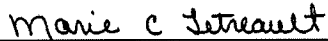
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

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

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

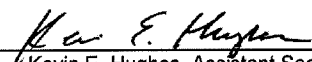
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice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

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

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of August, 2019.




Kevin E. Hughes, Assistant Secretary

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

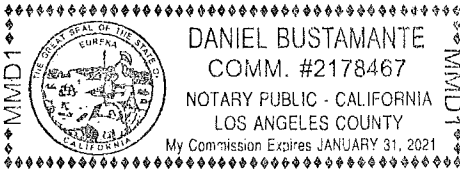
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)
On 8/14/19 before me, Daniel Bustamante, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Thomas S. Park President
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 Daniel Bustamante
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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