

CONTRACT

**35249**

THIS CONTRACT is made and entered, in duplicate, as of April 29, 2019 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 April 23, 2019, 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 Annual Contract for Major and Secondary Highway (Arterial) Improvements in the City of Long Beach, California, dated September 12, 2018, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7131;

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-7131 for the Annual Contract for Major and Secondary Highway (Arterial) 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 Annual Contract for Major and Secondary

1 Highway (Arterial) Improvements 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 an annual amount of Ten Million Dollars (\$10,000,000) during the  
4 term of this Contract.

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

8 3. CONTRACT DOCUMENTS.

9 A. The Contract Documents include: The Notice Inviting Bids,  
10 Project Specifications No. R-7131 (which may include by reference the Standard  
11 Specifications for Public Works Construction, latest edition, and any supplements  
12 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
13 Plans; Project Drawing for this work; the California Code of Regulations; the various  
14 Uniform Codes applicable to trades; the prevailing wage rates; Instructions to  
15 Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority  
16 and Women-Owned Business Enterprise Program; this Contract and all documents  
17 attached hereto or referenced herein including but not limited to insurance; Bond for  
18 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
19 addenda or change orders issued in accordance with the Standard Specifications;  
20 any permits required and issued for the work; approved final design drawings and  
21 documents; and the Information Sheet. These Contract Documents are  
22 incorporated herein by the above reference and form a part of this Contract.

23 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
24 if any conflict or inconsistency exists or develops among or between Contract  
25 Documents, the following priority shall govern: 1) Permit(s) from other public  
26 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
27 hereto); 4) Addenda (which shall include written clarifications, corrections and  
28 changes to the bid documents and other types of written notices issued prior to bid

1 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
2 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section  
3 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
4 reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

5 4. TIME FOR CONTRACT. The term of this Contract shall commence  
6 at midnight on May 1, 2019, and shall terminate at 11:59 p.m. on April 30, 2020, unless  
7 sooner terminated as provided in this Contract, or unless the services or the Project is  
8 completed sooner. The Parties have the option to extend the term for two (2) additional  
9 one-year periods. Time is of the essence hereunder. City will suffer damage if the work is  
10 not completed within the time stated, but those damages would be difficult or impractical  
11 to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated  
12 in the Contract Documents.

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

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

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

27 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
28 possession thereof to City ready for use and free and discharged from all claims for labor

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

24 A. If the work is terminated pursuant to an order of any Federal or  
25 State authority, Contractor shall accept as full and complete compensation under  
26 this Contract such amount of money as will equal the product of multiplying the  
27 Contract price stated herein by the percentage of work completed by Contractor as  
28 of the date of such termination, and for which Contractor has not been paid. If the

1 work is so terminated, the City Engineer, after consultation with Contractor, shall  
2 determine the percentage of work completed and the determination of the City  
3 Engineer shall be final.

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any

1 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
2 without the written consent of City first had and obtained, nor will City recognize any  
3 subcontractor as such, and all persons engaged in the work of construction will be  
4 considered as independent contractors or agents of Contractor and will be held directly  
5 responsible to Contractor.

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12           19.    TAXES AND TAX REPORTING.

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

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

1 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the  
2 Contractor purchased at least \$500,000 in tangible personal property that was  
3 subject to sales or use tax in the previous calendar year.

4 C. Contractor shall create and operate a buying company, as  
5 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over  
6 \$5,000,000 in tangible personal property subject to California sales and use tax.

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

22 E. Contractor shall not be entitled to and by signing this Contract  
23 waives any claim or damages for delay against City if Contractor does not timely  
24 submit these forms to the appropriate governmental entity. Contractor may request  
25 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing  
26 and will be subject to City review and approval. Contractor may contact the Financial  
27 Management Department, Budget Management Bureau at (562) 570-6425 for  
28 assistance with the form.



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

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

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

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

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

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

1 Documents.

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

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

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

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

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

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

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

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

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

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


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

26 ///  
27 ///  
28 ///

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 MAY 8, 2019

By   
Name CURTIS WELTZ  
Title ASSISTANT SECRETARY

7 \_\_\_\_\_, 2019  
8 By PLEASE SEE THE ATTACHED CERTIFICATE  
9 Name OF INCUMBENCY AND RESOLUTION  
10 Title \_\_\_\_\_

11 **Tom Modica**  
12 **Assistant City Manager**

13 "Contractor"

14 **EXECUTED PURSUANT**  
15 **TO SECTION 301 OF**  
16 **THE CITY CHARTER**

17 CITY OF LONG BEACH, a municipal  
18 corporation


19 May 23, 2019

By   
City Manager

20 "City"

21 This Contract is approved as to form on May 13, 2019.

22 CHARLES PARKIN, City Attorney

23 By   
24 Deputy

25 OFFICE OF THE CITY ATTORNEY  
26 CHARLES PARKIN, City Attorney  
27 333 West Ocean Boulevard, 11th Floor  
28 Long Beach, CA 90802-4664

**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.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	John Harrington
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President of Operations	William Joseph Thomas Boyd
Vice President	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

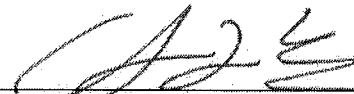
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 6, 2018, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

**"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 10th day of January 2019.

(SEAL)



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

# EXHIBIT A

Awarded: Whole Bid

Sully-Miller  
BIDDER'S NAME: Contracting Company

**BID TO THE CITY OF LONG BEACH  
ANNUAL CONTRACT FOR MAJOR AND SECONDARY HIGHWAY  
(ARTERIAL) IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on February 28 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-7131 at the prices listed below.

Because the City is unable to predict the requirements for each bid item, award of the Contract will be based on a representative sample of items. The lowest responsive bidder will be determined by a weighted sum of the sample item unit prices. The sample items and weighting to be used will be selected by the City, kept in a sealed envelope, and opened at the bid opening in order to ensure a competitive bidding process. The City intends to award an all-inclusive contract to one Contractor for the Work.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	1 or more	EA	450-
2.	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	EA	825-
3.	Reconstruct Manhole Frame & Cover	1 or more	EA	950-
4.	Recoat Epoxy-lined Manholes	1 or more	EA	1800-
5.	Manhole Step	1 or more	EA	33.50
6.	Adjust Water Valve Box & Cover and Meter Box & Cover	1 or more	EA	175-
7.	Reconstruct Water Valve Box & Cover	1 or more	EA	725-
8.	Adjust Gas Valve Box & Cover	1 or more	EA	270-
9.	Replace Pull Box # 3	1 or more	EA	345-
10.	Replace Pull Box # 5	1 or more	EA	402.50
11.	Replace Pull Box # 6	1 or more	EA	460-

ADDENDUM NO. 2  
C-1

Department of Public Works  
City of Long Beach  
FEBRUARY 19, 2019

R-7131  
Division C - Bid Documents

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
12.	Furnish and Install Traffic Signal Pull Box # 3	1 or more	EA	431.25
13.	Furnish and Install Traffic Signal Pull Box # 5	1 or more	EA	862.50
14.	Furnish and Install Traffic Signal Pull Box # 6	1 or more	EA	977.50
15.	Install Survey Monument Type C with Casting & Cover	1 or more	EA	460-
16.	Install Survey Monument Casting & Cover	1 or more	EA	460-
17.	Adjust Survey Monument Casting & Cover	1 or more	EA	460-
18.	Construct Survey Benchmark Type I per CLB Standard Plan No. 203	1 or more	EA	460-
19.	Construct Spike and Washer per CLB Standard Plan No. 206	1 or more	EA	460-
20.	Construct Survey Ties per CLB Standard Plan No. 205	1 or more	EA	460-
21.	Survey Monument, Apparent Property Corner or Prolongation to be tied out prior to construction and submitted as a corner record	1 or more	EA	460-
22.	Construct Survey Ties per CLB Standard Plan No. 207 (pending)	1 or more	EA	460-
23.	Install Survey Bench Mark, Type 1	1 or more	EA	460-
24.	Install Spike & Washer and/or ties	1 or more	EA	460-
25.	Curb Drain	1 or more	EA	165-
26.	Concrete Removal	0.5 to 5.0	CY	450-
27.		5.1 to 10.0	CY	350-
28.		10.1 to 50.0	CY	250-
29.		50.1 to 100.0	CY	250-
30.		100.1 or more	CY	105-
31.	Bituminous Pavement Removal	0.5 to 5.0	CY	450-
32.		5.1 to 10.0	CY	350-
33.		10.1 to 50.0	CY	140-

ADDENDUM NO. 2  
C-2



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
34.		50.1 to 100.0	CY	140-
35.		100.1 or more	CY	105-
36.	Cold Milling Asphalt Concrete Pavement, 2.0" Average Depth	500 to 1,000	SY	10.-
37.		1,001 to 2,000	SY	8.-
38.		2,001 to 3,000	SY	7.-
39.		3,001 or more	SY	3.25
40.	Cold Milling Asphalt Concrete Pavement, 3.0" Average Depth	500 to 1,000	SY	9.-
41.		1,001 to 2,000	SY	8.-
42.		2,001 to 3,000	SY	7.-
43.		3,001 or more	SY	5.50
44.	Unclassified Excavation	1 to 10	CY	450-
45.		11 to 50	CY	300-
46.		51 to 100	CY	75-
47.		101 or more	CY	60-
48.	Root Shaving	50 to 100	SF	8.25
49.		101 to 500	SF	6.60
50.		501 to 1,000	SF	4.13
51.		1,001 or more	SF	4.13
52.	Root Pruning, 14" Deep Curb Side	10 to 100	LF	44-
53.		101 to 500	LF	33-
54.		501 to 1,000	LF	33-
55.		1,001 or more	LF	33-
56.	Root Pruning, 26" Deep Curb Side	10 to 100	LF	49.50
57.		101 to 500	LF	41.80
58.		501 or 1,000	LF	41.80

ADDENDUM NO. 2  
C-3

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
59.		1,001 or more	LF	41.80
60.	Tree Pruning	1 to 10	EA	440-
61.		11 or more	EA	385-
62.	Tree Removal up to 24" diameter trunk	1 or more	EA	1570-
63.	Tree Removal up to 25" to 36" diameter trunk	1 or more	EA	3000-
64.	Imported Borrow	1 to 10	CY	15-
65.		11 to 50	CY	15-
66.		51 or more	CY	15-
67.	Slurry Backfill- 2 sack	1 to 5	CY	250-
68.		6 to 10	CY	250-
69.		11 to 30	CY	125-
70.		31 or more	CY	125-
71.	Crushed Miscellaneous Base, 6" Thick under PCC Improvements	1 to 500	SF	4-
72.		501 to 1,000	SF	4-
73.		1,001 to 2,000	SF	2.50
74.		2,001 or more	SF	1.25
75.	Crushed Miscellaneous Base	1 to 50	CY	60-
76.		51 to 100	CY	60-
77.		101 to 200	CY	50-
78.		201 to 500	CY	50-
79.		501 or more	CY	40-
80.	Crack Preparation	100 to 500	LF	3-
81.		501 to 1,000	LF	3-
82.		1,001 to 3,000	LF	2.50
83.		3,001 to 5,000	LF	2-

ADDENDUM NO. 2  
C-4

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
84.		5,001 or more	LF	2 <sup>-</sup>
85.	Asphalt Concrete Pavement	1 to 100	Ton	140. <sup>-</sup>
86.		101 to 500	Ton	100. <sup>-</sup>
87.		501 to 1,000	Ton	82. <sup>-</sup>
88.		1,001 to 1,500	Ton	80. <sup>-</sup>
89.		1,501 to 2,000	Ton	80. <sup>-</sup>
90.		2,001 to 3,000	Ton	79. <sup>-</sup>
91.		3,001 or more	Ton	79. <sup>-</sup>
92.		Asphalt Rubber Pavement	1 to 100	Ton
93.	101 to 500		Ton	140. <sup>-</sup>
94.	501 to 1,000		Ton	99. <sup>-</sup>
95.	1,001 to 1,500		Ton	95. <sup>-</sup>
96.	1,501 to 2,000		Ton	95. <sup>-</sup>
97.	2,001 to 3,000		Ton	94. <sup>-</sup>
98.	3,001 or more		Ton	94. <sup>-</sup>
99.	Asphalt Concrete Curb	1 to 2,000	LF	7.50
100.		2,001 or more	LF	6.30
101.	Slurry Seal – Emulsion Aggregate Slurry (EAS), Type I	1 to 10	ELT	<del>2,887.50</del> 2,000. <sup>-</sup>
102.		11 to 50	ELT	1,413.50
103.		51 to 100	ELT	572. <sup>-</sup>
104.		101 or more	ELT	418. <sup>-</sup>
105.	Slurry Seal – Emulsion Aggregate Slurry (EAS), Type II	1 to 10	ELT	2,887.50
106.		11 to 50	ELT	1,413.50
107.		51 to 100	ELT	561. <sup>-</sup>
108.		101 or more	ELT	407. <sup>-</sup>

ADDENDUM NO. 2

C-5

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
109.	Slurry Seal – Rubberized Emulsion Aggregate Slurry (REAS), Type I	1 to 10	ELT	4,300. ✓
110.		11 to 50	ELT	2,667.50
111.		51 to 100	ELT	1,210. ✓
112.		101 or more	ELT	1,050. ✓
113.	Slurry Seal – Rubberized Emulsion Aggregate Slurry (REAS), Type II	1 to 10	ELT	3,950. ✓
114.		11 to 50	ELT	2,557.50
115.		51 to 100	ELT	1,127.50
116.		101 or more	ELT	970. ✓
117.	Slurry Seal – Rubberized Polymer Modified Slurry Surface Mix with Chandler 2% (RPMS), Type I or approved equal	1 to 10	ELT	3,950. ✓
118.		11 to 50	ELT	<del>1,400</del> 1,540. ✓
119.		51 to 100	ELT	676.50
120.		101 or more	ELT	522.50
121.	Slurry Seal – Rubberized Polymer Modified Slurry Surface Mix with Chandler 2% (RPMS), Type II or approved equal	1 to 10	ELT	3,500. ✓
122.		11 to 50	ELT	1,540. ✓
123.		51 to 100	ELT	665.50
124.		101 or more	ELT	511.50
125.	Crack Seal	100 to 500	LF	5-
126.		501 to 1,000	LF	5-
127.		1,001 to 3,000	LF	2-
128.		3,001 to 5,000	LF	1.25
129.		5,001 or more	LF	.75
130.	Stamped Concrete	1 to 100	SF	26-
131.		101 to 400	SF	24-
132.		401 to 1,000	SF	15-
133.		1,001 to 2,000	SF	12-

ADDENDUM NO. 2  
C-6

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
134.		2,001 or more	SF	10-
135.	PCC Pavement, 6" Thick	1 to 100	SF	20-
136.		101 to 400	SF	7.90
137.		401 to 1,000	SF	7.40
138.		1,001 to 2,000	SF	6-
139.		2,001 to 3,000	SF	6-
140.		3,001 or more	SF	6-
141.		PCC Pavement, 8" Thick	1 to 100	SF
142.	101 to 400		SF	8.90
143.	401 to 1,000		SF	8.40
144.	1,001 to 2,000		SF	7-
145.	2,001 to 3,000		SF	7-
146.	3,001 or more		SF	7-
147.	PCC Alley Entrance, 6" Thick		1 to 100	SF
148.		101 to 400	SF	9-
149.		401 to 1,000	SF	8-
150.		1,001 to 2,000	SF	7-
151.		2,001 or more	SF	6-
152.		Type "E" Joint Sealant	20 or more	LF
153.	PCC Curb, SPPWC Type A1-6, A1-8, A1 Integral, C1-6, or C1-8	1 to 50	LF	50-
154.		51 to 100	LF	30-
155.		101 to 400	LF	25-
156.		401 to 1,000	LF	19-
157.		1,001 to 2,000	LF	17.75
158.		2,001 or more	LF	16-

ADDENDUM NO. 2  
C-7

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
159.	PCC Curb & Gutter, SPPWC Type A2, W=1.5'	1 to 50	LF	56.28
160.		51 to 100	LF	47.28
161.		101 to 400	LF	38.05
162.		401 to 1,000	LF	27.13
163.		1,001 to 2,000	LF	24.73
164.		2,001 or more	LF	21.1
165.	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	1 to 50	LF	50.1
166.		51 to 100	LF	45.1
167.		101 to 400	LF	40.1
168.		401 to 1,000	LF	30.1
169.		1,001 to 2,000	LF	28.73
170.		2,001 or more	LF	26.09
171.	PCC Curb & Gutter, SPPWC Type A2, W=7.0'	1 to 50	LF	83.28
172.		51 to 100	LF	72.28
173.		101 to 400	LF	62.05
174.		401 to 1,000	LF	51.13
175.		1,001 to 2,000	LF	50.73
176.		2,001 or more	LF	50.09
177.	PCC Bus Stop Street Pad, 10" Thick	1 to 700	SF	11.1
178.		701 to 1,400	SF	11.1
179.		1,401 to 2,100	SF	9.75
180.		2,101 to 2,800	SF	9.52
181.		2,801 or more	SF	9.52
182.	PCC Cross Gutter, 8" Thick	1 to 50	SF	33.75
183.		51 to 100	SF	23.75

ADDENDUM NO. 2  
C-8

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
184.		101 to 400	SF	15 <sup>-</sup>
185.		401 to 1,000	SF	10.28
186.		1,001 to 2,000	SF	10.67
187.		2,001 or more	SF	10.52
188.	PCC Sidewalk, 3" Thick	1 to 50	SF	35 <sup>-</sup>
189.		51 to 100	SF	13 <sup>-</sup>
190.		101 to 400	SF	6.25
191.		401 to 1,000	SF	5 <sup>-</sup>
192.		1,001 to 2,000	SF	3.60
193.		2,001 or more	SF	3.60
194.	Curb Ramps, Case A	1 to 4	EA	3645 <sup>-</sup>
195.		5 to 10	EA	3145 <sup>-</sup>
196.		11 to 15	EA	2645 <sup>-</sup>
197.		16 or more	EA	2645 <sup>-</sup>
198.	Curb Ramps, Case C	1 to 4	EA	3645 <sup>-</sup>
199.		5 to 10	EA	3145 <sup>-</sup>
200.		11 to 15	EA	2645 <sup>-</sup>
201.		16 or more	EA	2645 <sup>-</sup>
202.	Curb Ramps, Case D	1 to 4	EA	3745 <sup>-</sup>
203.		5 to 10	EA	3245 <sup>-</sup>
204.		11 to 15	EA	2745 <sup>-</sup>
205.		16 or more	EA	2745 <sup>-</sup>
206.	Curb Ramps, Case E	1 to 4	EA	5145 <sup>-</sup>
207.		5 to 10	EA	4645 <sup>-</sup>
208.		11 to 15	EA	4145 <sup>-</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
209.		16 or more	EA	4145-
210.	Curb Ramp Detectable Warning Surface	10 to 50	SF	50-
211.		51 to 500	SF	30-
212.		501 or more	SF	30-
213.	PCC Driveway, 4" Thick	1 to 50	SF	30-
214.		51 to 100	SF	16.25
215.		101 to 400	SF	6.50
216.		401 to 1,000	SF	6-
217.		1,001 to 2,000	SF	5.50
218.		2,001 or more	SF	4.50
219.		PCC Driveway, 6" Thick	1 to 50	SF
220.	51 to 100		SF	19.60
221.	101 to 400		SF	7.65
222.	401 to 1,000		SF	6.50
223.	1,001 to 2,000		SF	6-
224.	2,001 or more		SF	5-
225.	Storm Drain – 18" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	134-
226.		101 or more	LF	97-
227.	Storm Drain – 18" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	140-
228.		101 or more	LF	130-
229.	Storm Drain – 24" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	140-
230.		101 or more	LF	135-
231.	Storm Drain – 24" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	160-
232.		101 or more	LF	140-
233.	Local Depression Case A	100 to 500	SF	25-

ADDENDUM NO. 2  
C-10



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
234.		501 to 1,000	SF	24-
235.		1,001 to 1,500	SF	23-
236.		1,501 or more	SF	20-
237.	Local Depression Case B	100 to 500	SF	25-
238.		501 to 1,000	SF	24-
239.		1,001 to 1,500	SF	23-
240.		1,501 or more	SF	20-
241.	Local Depression Case C	100 to 500	SF	25-
242.		501 to 1,000	SF	24-
243.		1,001 to 1,500	SF	23-
244.		1,501 or more	SF	20-
245.	Local Depression Case E	100 to 500	SF	25-
246.		501 to 1,000	SF	24-
247.		1,001 to 1,500	SF	23-
248.		1,501 or more	SF	20-
249.	Storm Drain 42" Manhole per Standard Plan SPPWC-321, 5.0' to 10.0' deep	1 or more	EA	5000-
250.	Storm Drain Concrete Collar per Standard Plan SPPWC-332	1 or more	EA	1000-
251.	Weakened Plane Joint Dowel	10 or more	EA	5-
252.	Topsoil, Class "A"	1 to 10	CY	74.75
253.		11 to 50	CY	57.50
254.		51 to 100	CY	55.20
255.		101 or more	CY	51.75
256.	Tree Planting, 15 Gallon Tree Rhus lancea/ African Sumac	1 to 5	EA	287.50
257.		6 or more	EA	143.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
258.	Tree Planting, 15 Gallon Tree Tabebuia Avellanedae / Lavender Trumpet Tree	1 to 5	EA	287.50
259.		6 or more	EA	143.75
260.	Tree Planting, 15 Gallon Tree Tristania Conferta / Brisbane Box	1 to 5	EA	287.50
261.		6 or more	EA	143.75
262.	Tree Planting, 15 Gallon Tree Ullmas Parvifolia / Chinese Elm	1 to 5	EA	287.50
263.		6 or more	EA	<del>143.50</del> <sup>143.75</sup> WB
264.	Tree Planting, 15 Gallon Tree Geijera Parviflora / Australian Willow	1 to 5	EA	287.50
265.		6 or more	EA	143.75
266.	Tree Planting, 24" Box Tree Rhus Lancea / African Sumac	1 to 5	EA	891.25
267.		6 or more	EA	460-
268.	Tree Planting, 24" Box Tree Tabebuia Avellanedae / Lavender Trumpet Tree	1 to 5	EA	891.25
269.		6 or more	EA	460-
270.	Tree Planting, 24" Box Tree Tristania Conferta / Brisbane Box	1 to 5	EA	891.25
271.		6 or more	EA	460-
272.	Tree Planting, 24" Box Tree Ullmas Parvifolia / Chinese Elm	1 to 5	EA	891.25
273.		6 or more	EA	460-
274.	Tree Planting, 24" Box Tree Geijera Parviflora / Australian Willow	1 to 5	EA	891.25
275.		6 or more	EA	460-
276.	Lawn Sodding	100 to 500	SF	4.60
277.		501 or more	SF	2.30
278.	4" Reflectorized Paint Traffic Striping	1 to 100	LF	.35
279.		101 to 500	LF	.35
280.		501 to 1,000	LF	.35
281.		1,001 or more	LF	.35
282.	4" Reflectorized Paint Traffic Striping,	1 to 100	LF	.58

ADDENDUM NO. 2  
C-12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
283.	Including Raised Pavement Markers (RPM's)	101 to 500	LF	.58
284.		501 to 1,000	LF	.58
285.		1,001 or more	LF	.58
286.	4" Thermoplastic Traffic Striping	1 to 100	LF	.63
287.		101 to 500	LF	.63
288.		501 to 1,000	LF	.63
289.		1,001 or more	LF	.63
290.	4" Thermoplastic Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	.81
291.		101 to 500	LF	.81
292.		501 to 1,000	LF	.81
293.		1,001 or more	LF	.81
294.	6" Reflectorized Paint Traffic Striping	1 to 100	LF	.52
295.		101 to 500	LF	.52
296.		501 to 1,000	LF	.52
297.		1,001 or more	LF	.52
298.	6" Reflectorized Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	.69
299.		101 to 500	LF	.69
300.		501 to 1,000	LF	.69
301.		1,001 or more	LF	.69
302.	6" Thermoplastic Traffic Striping	1 to 100	LF	.86
303.		101 to 500	LF	.86
304.		501 to 1,000	LF	.86
305.		1,001 or more	LF	.86
306.	6" Thermoplastic and Paint Striping, with Raised Pavement Markers (RPM's)	1 to 100	LF	1.15
307.		101 to 500	LF	1.15

ADDENDUM NO. 2  
C-13

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
308.		501 to 1,000	LF	1.15
309.		1,001 or more	LF	1.15
310.	6" Thermoplastic Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	1.15
311.		101 to 500	LF	1.15
312.		501 to 1,000	LF	1.15
313.		1,001 or more	LF	1.15
314.	8" Reflectorized Paint Traffic Striping	1 to 100	LF	.69
315.		101 to 500	LF	.69
316.		501 to 1,000	LF	.69
317.		1,001 or more	LF	.69
318.	8" Reflectorized Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	.86
319.		101 to 500	LF	.86
320.		501 to 1,000	LF	.86
321.		1,001 or more	LF	.86
322.	8" Thermoplastic Traffic Striping	1 to 100	LF	1.15
323.		101 to 500	LF	1.15
324.		501 to 1,000	LF	1.15
325.		1,001 or more	LF	1.15
326.	8" Thermoplastic Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	1.73
327.		101 to 500	LF	1.73
328.		501 to 1,000	LF	1.73
329.		1,001 or more	LF	1.73
330.	12" Reflectorized Paint Traffic Striping	1 to 100	LF	2.30
331.		101 to 500	LF	2.30
332.		501 to 1,000	LF	2.30

ADDENDUM NO. 2  
C-14

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
333.		1,001 or more	LF	2.30
334.	12" Reflectorized Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	2.59
335.		101 to 500	LF	2.59
336.		501 to 1,000	LF	2.59
337.		1,001 or more	LF	2.59
338.		12" Thermoplastic Traffic Striping	1 to 100	LF
339.	101 to 500		LF	3.45
340.	501 to 1,000		LF	3.45
341.	1,001 or more		LF	3.45
342.	12" Thermoplastic Paint Traffic Striping, Including Raised Pavement Markers (RPM's)		1 to 100	LF
343.		101 to 500	LF	3.74
344.		501 to 1,000	LF	3.74
345.		1,001 or more	LF	3.74
346.		Yield Lines "Shark Teeth" per Figure 3B-16 CA MUTCD	1.5 to 5	SF
347.	5.1 to 10		SF	11.50
348.	10.1 to 15		SF	11.50
349.	15.1 or more		SF	11.50
350.	Curb Painting		1 to 100	LF
351.		101 to 500	LF	4.60
352.		501 to 1,000	LF	4.60
353.		1,001 or more	LF	4.60
354.		Typical Thermoplastic Arrows Pavement Marking including Type 1, 2, ,3, 6, 7 or 8 per CA MUTCD	1 to 5	EA
355.	6 to 10		EA	230-
356.	11 to 20		EA	230-
357.	21 or more		EA	230-

ADDENDUM NO. 2  
C-15

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
358.	8' ReflectORIZED Paint Pavement Legends per CA MUTCD Figure 3B-23. Colors white or yellow.	4 to 20	EA	34.50
359.		21 to 100	EA	34.50
360.		101 or more	EA	34.50
361.	8' Thermoplastic Pavement Legends per CA MUTCD Figure 3B-23. Colors white or yellow.	4 to 20	EA	51.75
362.		21 to 100	EA	51.75
363.		101 or more	EA	51.75
364.	Raised Pavement Markers (Ceramic)	8 to 40	EA	3.45
365.		41 to 100	EA	3.45
366.		101 or more	EA	3.45
367.	Raised Pavement Markers (Reflective)	8 to 40	EA	6.90
368.		41 to 100	EA	6.90
369.		101 or more	EA	6.90
370.	Bicycle Sharrow Legend Pavement Marker Painted per Figure 9C-9 CA MUTCD	4 to 20	EA	287.50
371.		21 to 100	EA	287.50
372.		101 or more	EA	287.50
373.	Bicycle Sharrow Legend Pavement Marker Thermoplastic per Figure 9C-9 CA MUTCD	4 to 20	EA	402.50
374.		21 to 100	EA	402.50
375.		101 or more	EA	402.50
376.	Parking T's, Thermoplastic per Figure 3B-21 CA MUTCD	4 to 20	EA	143.75
377.		21 to 100	EA	143.75
378.		101 or more	EA	143.75
379.	Removal of Pavement Marking	1 to 1000	SF	4.60
380.		1001 to 2000	SF	4.60
381.		2001 to 5000	SF	4.60
382.		5001 or more	SF	4.60

ADDENDUM NO. 2  
C-16

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
383.	Remove Sign and Post	1 to 10	EA	143.75
384.		11 to 20	EA	143.75
385.		21 to 100	EA	143.75
386.		101 or more	EA	143.75
387.	Remove Sign from Post	1 to 10	EA	74.75
388.		11 to 20	EA	74.75
389.		21 to 100	EA	74.75
390.		101 or more	EA	74.75
391.	Install Sign on 2" Square steel tubing post, or min 2 3/8" Galvanized steel posts per City Standard No. 317	1 to 10	EA	402.50
392.		11 to 20	EA	402.50
393.		21 to 100	EA	402.50
394.		101 or more	EA	402.50
395.	Install Sign on Existing Post	1 to 10	EA	287.50
396.		11 to 20	EA	287.50
397.		21 to 100	EA	287.50
398.		101 or more	EA	287.50
399.	Installation of Object Markers Type "K" or "L"	1 to 40	EA	143.75
400.		41 to 100	EA	143.75
401.		101 or more	EA	143.75
402.	Installation of Object Markers Type "N", "P", or "R"	1 to 40	EA	143.75
403.		41 to 100	EA	143.75
404.		101 or more	EA	143.75
405.	Install Type "E" Inductive Loop Detector per Cal Trans Standard Plan No. ES-58	1 to 5	EA	1265-
406.		6 to 10	EA	690-
407.		11 to 20	EA	460-

ADDENDUM NO. 2  
C-17

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
408.		21 or more	EA	373.75
409.	Install Bicycle/Vehicle Inductive Loop Detector per City of Long Beach Detail	1 to 5	EA	1293.75
410.		6 to 10	EA	718.75
411.		11 to 20	EA	488.75
412.		21 or more	EA	402.50
413.		Traffic Signal Conduit, 3" Diameter PVC	30 to 120	LF
414.		121 or more	LF	40.25
415.	Traffic Signal Conduit, 3" Diameter Rigid Steel	30 to 120	LF	132.25
416.		121 or more	LF	109.25
417.	PVC Schedule 40 Conduit, 4" Diameter	1 to 100	LF	51.75
418.		101 to 500	LF	46-
419.		501 to 1,000	LF	40.25
420.		1,001 or more	LF	34.50
421.	PVC Schedule 80 Conduit, 4" Diameter	1 to 100	LF	74.75
422.		101 to 500	LF	69-
423.		501 to 1,000	LF	63.25
424.		1,001 or more	LF	57.50
425.	Install #6E Steel Plate Pullbox (Street Rated)	1 or more	EA	2760-
426.	Changeable Message Sign to be used as part of any Traffic Control or Detour Plan	1	Day	250-
427.		2	Day	250-
428.		3 to 4	Day	250-
429.		5 to 6	Day	250-
430.		7 to 8	Day	250-
431.		9 to 10	Day	250-

ADDENDUM NO. 2  
C-18



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
432.	Flaggers (in cases where additional flaggers are needed or requested by agency)	1 or more	EA	625-
433.	Manhole and Structure Rehabilitation	1 to 5	EA	5000-
434.		6 to 10	EA	5000-
435.		11 to 20	EA	5000-
436.	Traffic Control	1 to 20	Day	2500-
437.		21 to 40	Day	2500-
438.		41 to 60	Day	2500-
439.		61 to 90	Day	2500-
440.		91 or more	Day	2500-
441.	Conduit Installation using Microtunneling	1 to 500	LF	172.50
442.		501 to 2500	LF	103.50
443.		2501 or more	LF	97.75
444.	Furnish and Install Wheel Stops	1 or more	EA	172.50
445.	Furnish and Install K71 self-erecting marker post	1 or more	EA	402.50
446.	Furnish and Install Green Preformed Thermoplastic	1 to 500	SF	23-
447.		501 to 1,000	SF	23-
448.		1,001 to 1,500	SF	23-
449.		1,500 or more	SF	23-

**FOR WORK ORDERS SPECIFIC TO LONG BEACH AIRPORT (WORK INSIDE AIR OPERATIONS AREA)**

600.	Cold Milling Asphalt Concrete Pavement, 4" Average Depth	500 to 1000	SY	10 <sup>-</sup>
601.		1001 to 2000	SY	9 <sup>-</sup>
602.		2001 to 3000	SY	9 <sup>-</sup>
603.		3001 or more	SY	7.50
604.	Cold Milling Asphalt Concrete Pavement, 5" Average Depth	500 to 1000	SY	11 <sup>-</sup>
605.		1001 to 2000	SY	10.50
606.		2001 to 3000	SY	10.50
607.		3001 or more	SY	8.50
608.	Cold Milling Asphalt Concrete Pavement, 6" Average Depth	500 to 1000	SY	13 <sup>-</sup>
609.		1001 to 2000	SY	12.50
610.		2001 to 3000	SY	12.50
611.		3001 or more	SY	10.50
612.	Removal of Traffic Striping and Pavement Markings (Water Blasting- Inside Air Operations Area only)	1 to 500	SF	4.60
613.		502 to 2000	SF	4.60
614.		2001 to 4000	SF	4.60
615.		4001 or more	SF	4.60
616.	Airfield Pavement Markings and Striping – Pavement Marking (white & yellow) with beads	1 to 1000	SF	3.45
617.		1001 to 3000	SF	3.45

**ADDENDUM NO. 2**

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618.		3001 to 5000	SF	3.45
619.		5001 or more	SF	3.45
620.	Airfield Pavement Markings and Striping – Pavement Marking (Black) with beads	1 to 1000	SF	1.73
621.		1001 to 3000	SF	1.73
622.		3001 to 5000	SF	1.73
623.		5001 or more	SF	1.73
624.		Pavement Marking-Surface Painted Enhanced Runway Holding Position Marking	1	EA
625.	10' – 15' Long Utility Potholing Surcharge, 0' to 5' Deep	1	EA	750-
626.	10' – 15' Long Utility Potholing Surcharge, 5-1' to 10' Deep	1	EA	1500-
627.	Underground Power Cable for Airports – 5KV Airfield Lighting Cable	1 to 500	LF	17.25
628.		501 to 1000	LF	13.80
629.		1001 to 3000	LF	11.50
630.		3001 or more	LF	9.20
631.	Airport Underground Electrical Duct Banks and Conduits – One 2-inch Conduit (Direct Buried)	1 to 500	LF	57.50
632.		501 to 1000	LF	46.00
633.		1001 to 3000	LF	40.25
634.		3001 or more	LF	34.50
635.	Airport Underground Electrical Duct Banks and Conduits – One 2-inch Conduit (Concrete Encased)	1 to 500	LF	109.25
636.		501 to 1000	LF	97.25
637.		1001 to 3000	LF	86.25

ADDENDUM NO. 2  
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638.		3001 or more	LF	74.75
639.	Airport Underground Electrical Duct Banks and Conduits – One 2-inch Conduit (In Sawcut)	1 to 500	LF	115
640.		501 to 1000	LF	109.25
641.		1001 to 3000	LF	103.50
642.		3001 or more	LF	92
643.		Airport Underground Electrical Duct Banks and Conduits – Two 2-inch Conduit (Direct Buried)	1 to 500	LF
644.	501 to 1000		LF	51.75
645.	1001 to 3000		LF	46
646.	3001 or more		LF	40.25
647.	Airport Underground Electrical Duct Banks and Conduits – Two 2-inch Conduit (Concrete Encased)		1 to 500	LF
648.		501 to 1000	LF	92
649.		1001 to 3000	LF	86.25
650.		3001 or more	LF	80.50
651.		Electrical Manholes and Junction Structures – Handhole, Aircraft Load Rated	1	EA
652.	Electrical Manholes and Junction Structures – Adjust Handhole to Grade	1	EA	10925
653.	Surcharge for Airport Project (Inside Air Operations Area only)	1	Day	12875

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

Terms of Extension

ADDENDUM NO. 2

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# EXHIBIT B

Workers Compensation Certificate

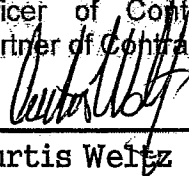
**WORKERS' COMPENSATION CERTIFICATION**

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



Curtis Weitz

Title: Assistant Secretary


Date: 02/13/19

# 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: WC7-631-004125-658
  - B. Name of Insurer (NOT Broker): Liberty Insurance Corporation
  - C. Address of Insurer: 114 W. 47th Street NY, 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: AS2-631-004125-678
  - C. Name of Insurer (NOT Broker): Liberty Mutual Fire Insurance Company
  - D. Address of Insurer: 114 W. 47th Street NY, NY 10036
  - E. Telephone Number of Insurer: 781/747-8138
- 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: 



# 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.

<p>Name <u>Stendahl Enterprises</u></p> <p>Address <u>11861 Branford St.</u></p> <p>City <u>Sun Valley CA</u></p> <p>Phone No. <u>818-834-8199</u></p> <p>License No. <u>818-834-8618 421823</u></p>	<p>Type of Work <u>Striping Partial</u></p> <p>Dollar Value of Subcontract <u>\$ TBD ± 100,000 -</u></p> <p>DIR Registration No. <u>1000006711</u></p>
<p><del>Name <u>Mission Painting &amp; Sealing</u></del></p> <p><del>Address <u>12747 Schabarum Ave</u></del></p> <p><del>City <u>Lowndale CA</u></del></p> <p><del>Phone No. <u>626-452-8200</u></del></p> <p><del>License No. <u>624257</u></del></p>	<p><del>Type of Work <u>Starry Sand Partial</u></del></p> <p><del>(EAS) (CEW)</del></p> <p><del>Dollar Value of Subcontract <u>\$ TBA ± 225,000 -</u></del></p> <p><del>(CEW)</del></p> <p><del>DIR Registration No. <u>1000002697</u></del></p>
<p>Name <u>CL Surveying &amp; Mapping</u></p> <p>Address <u>1269 Pomona Rd. Suite 108</u></p> <p>City <u>Corona, CA</u></p> <p>Phone No. <u>909-484-4200</u></p> <p>License No. <u>LS 8231</u></p>	<p>Type of Work <u>Survey PARTIAL</u></p> <p>(WD) (WD) (EAS) (EAS)</p> <p>Dollar Value of Subcontract <u>\$ TBD ± 30,000 -</u></p> <p>DIR Registration No. <u>1000007166</u></p>
<p>Name <u>KATO LANDSCAPE INC.</u></p> <p>Address <u>18182 Bushard St.</u></p> <p>City <u>Fountain Valley, CA</u></p> <p>Phone No. <u>714-963-4615</u></p> <p>License No. <u>806122</u></p>	<p>Type of Work <u>LANDSCAPING PARTIAL</u></p> <p>Dollar Value of Subcontract <u>\$ TBD ± 30,000 -</u></p> <p>DIR Registration No. <u>1000000086</u></p>
<p>Name <u>V+E Tree Service</u></p> <p>Address <u>P.O. Box 3280</u></p> <p>City <u>ORANGE, CA</u></p> <p>Phone No. <u>714-997-0903</u></p> <p>License No. <u>654506</u></p>	<p>Type of Work <u>Tree Removals Partial</u></p> <p>Dollar Value of Subcontract <u>\$ TBD ± 20,000 -</u></p> <p>DIR Registration No. <u>1000001936</u></p>

## 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 Smithson Electric Inc. Type of Work Loops partial  
 Address 1938 E. Katella Ave.  
 City Orange CA Dollar Value of Subcontract \$ TBD ± 100,000 -  
 Phone No. 714-997-9556  
 License No. 614518 DIR Registration No. 1000001610

Name MSL Electric Inc. Type of Work Electric partial  
 Address 2918 E. La Jolla St.  
 City Anaheim, CA Dollar Value of Subcontract \$ TBD ± 250,000 -  
 Phone No. 714-693-4887  
 License No. 822450 DIR Registration No. 1000000550

Name Pavement Contractors Co. Type of Work Sturry Seal Partial  
 Address 10240 San Severino Way <sup>EAS</sup> (REAS type I + type II)  
 City Jurupa Valley CA Dollar Value of Subcontract \$ TBD ± 300,000 -  
 Phone No. 714-826-3011  
 License No. 303609 DIR Registration No. 1000003382

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

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

# APPENDIX “A”

**APPLICATION FOR  
USE TAX DIRECT PAYMENT PERMIT**

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  
No. 014211334  
Premium: 5,524.00

**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 SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Annual Contract for Major and Secondary Highway (Arterial) Improvements in the City of Long Beach, as described in Specification No.: R-7131, 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 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 One Million Dollars (\$1,000,000) 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 6th day of May, 2019.

Liberty Mutual Insurance Company  
\_\_\_\_\_  
Surety Name  
By: \_\_\_\_\_  
Signature  
Name: Bryan Caneschi  
Printed Name  
Title: Witness  
Address: 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236  
Telephone: (617) 357-9500

SULLY-MILLER CONTRACTING COMPANY, a  
Delaware corporation  
\_\_\_\_\_  
By: \_\_\_\_\_  
Signature  
Name: CURTIS WELTZ  
Printed Name  
Title: ASSISTANT SECRETARY

By: PLEASE SEE THE ENCLOSED CERTIFICATE OF  
\_\_\_\_\_  
Signature  
Name: INCUMBENCY AND RESOLUTION  
Printed Name  
Title: \_\_\_\_\_

Joshua Sanford  
\_\_\_\_\_  
Attorney-in-Fact  
\_\_\_\_\_  
Signature

*(Handwritten signature)*  
\_\_\_\_\_  
Signature  
**(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)**  
May 13, 2019

\_\_\_\_\_  
Signature  
Name: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_  
5/13, 2019

Approved as to form.  
CHARLES PARKIN, City Attorney  
By: \_\_\_\_\_  
Deputy City Attorney

Approved as to sufficiency.  
CITY OF LONG BEACH, a municipal corporation  
By: \_\_\_\_\_  
City Manager/City Engineer

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



**CALIFORNIA ALL-PURPOSE 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 )

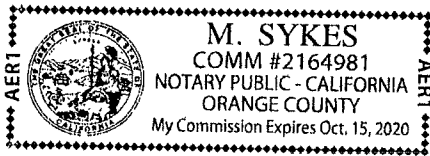
On May 9, 2019 before me, M. Sykes, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Curtis Weltz  
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: Performance Bond Document Date: May 6, 2019  
Number of Pages: 1 Signer(s) Other Than Named Above: Joshua Sanford, Attorney-in-Fact

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

Signer's Name: Curtis Weltz  
 Corporate Officer — Title(s): Assistant Secretary  
 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: \_\_\_\_\_

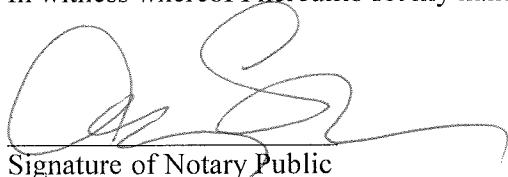
**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 6th day of May, 2019, before me, Aiza Anderson, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: December 31, 2023

Aiza Anderson

Printed Name of Notary

**AIZA ANDERSON**  
**NOTARY PUBLIC - CT 153320**  
MY COMMISSION EXPIRES DEC. 31, 2023



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.

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

Certificate No: 8196860-985949

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, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut 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 18th day of September, 2018.



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

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 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

By: [Signature]
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 6th day of May, 2019.



By: [Signature]

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  
No. 014211334

**PAYMENT BOND  
(Labor and Material 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: Annual Contract for Major and Secondary Highway (Arterial) Improvements in the City of Long Beach, as described in Specification No.: R-7131, 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 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 One Million Dollars (\$1,000,000) 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 6th day of May, 2019.

Liberty Mutual Insurance Company

By: [Signature]  
Signature

Name: Bryan Caneschi  
Printed Name

Title: Witness

Address: 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236

Telephone: (617) 357-9500

Joshua Sanford  
Attorney-in-Fact

[Signature]  
Signature

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

May 13, 2019

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

**SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation**

By: [Signature]  
Signature

Name: **CURTIS WEITZ**  
Printed Name

Title: **ASSISTANT SECRETARY**

By: **PLEASE SEE THE ENCLOSED CERTIFICATE OF INCUMBENCY AND RESOLUTION**  
Signature

Name: **INCUMBENCY AND RESOLUTION**  
Printed Name

Title: \_\_\_\_\_

5/13, 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 Orange )

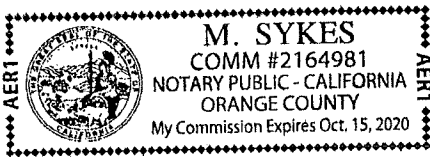
On May 9, 2019 before me, M. Sykes, Notary Public,  
*Date Here Insert Name and Title of the Officer*

personally appeared Curtis Weltz  
*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 Document Date: May 6, 2019  
Number of Pages: 1 Signer(s) Other Than Named Above: Joshua Sanford, Attorney-in-Fact

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

Signer's Name: Curtis Weltz  
 Corporate Officer — Title(s): Assistant Secretary  
 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: \_\_\_\_\_

**NOTARY ACKNOWLEDGMENT OF SURETY:**

State of Connecticut

County of Hartford ss.

On this the 6th day of May, 2019, before me, Aiza Anderson, the undersigned officer, personally appeared Joshua Sanford, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: December 31, 2023

Aiza Anderson

Printed Name of Notary

**AIZA ANDERSON**  
**NOTARY PUBLIC - CT 153320**  
**MY COMMISSION EXPIRES DEC. 31, 2023**



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.

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

Certificate No: 8196860-985949

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, Aiza Anderson, Samuel E. Begun, Saykham Chanthasone, Lorina Monique Garcia, Danielle D. Johnson, Michelle Anne McMahon, Aimee R. Perondine, Mercedes Phothirath, Jenny Rose Belen Phothirath, Noah William Pierce, Donna M. Planeta, Joshua Sanford, Bethany Stevenson, Eric Strba, Jynell Marie Whitehead

all of the city of Hartford state of Connecticut 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 18th day of September, 2018.



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

By: [Signature of David M. Carey]

David M. Carey, 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

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 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

By: [Signature of 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 6th day of May, 2019.



By: [Signature of Renee C. Llewellyn]

Renee C. Llewellyn, Assistant Secretary