

1 Improvements in the City of Long Beach, California, attached hereto as Exhibit "A";
2 provided, however, that the total compensation to Contractor shall not exceed the
3 maximum cumulative amount of One Million Two Hundred Sixty Thousand Dollars
4 (\$1,260,000) for the estimated quantities established in the Bid, subject to additions
5 or deductions as provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7166 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. C-6406 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto
20 or referenced herein including but not limited to insurance; Bond for Faithful
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
22 addenda or change orders issued in accordance with the Standard Specifications;
23 any permits required and issued for the work; approved final design drawings and
24 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").
25 These Contract Documents are incorporated herein by the above reference and
26 form a part of this Contract.

27 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
28 if any conflict or inconsistency exists or develops among or between Contract

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

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

16 5. FORCE MAJEURE. If any party fails to perform its obligations
17 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
18 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
19 governmental regulations, governmental controls, judicial orders, enemy or hostile
20 governmental action, civil commotion, fire or other casualty, or other causes beyond the
21 reasonable control of the party obligated to perform, then that party's performance will be
22 excused for a period equal to the period of such cause for failure to perform.

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

28 7. WORKERS' COMPENSATION CERTIFICATION. Concurrently

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

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

9 9. CLAIMS. Contractor shall, upon completion of the work, deliver
10 possession thereof to City ready for use and free and discharged from all claims for labor
11 and materials in doing the work and shall assume and be responsible for, and shall protect,
12 defend, indemnify and hold harmless City from and against any and all claims, demands,
13 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
14 damages to property, including property of City, which arises from or is connected with the
15 performance of the work.

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

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

22 11. WORK DAY. Contractor shall comply with Sections 1810 through
23 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
24 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
25 Contractor or any subcontractor for each calendar day such worker is required or permitted
26 to work more than eight (8) hours unless that worker receives compensation in accordance
27 with Section 1815.

28 12. PREVAILING WAGE RATES. Contractor is directed to the prevailing

1 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
2 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
3 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
4 work done by Contractor, or any subcontractor, under this Contract. Contractor will abide
5 by the applicable apprenticeship requirements provided in the California Labor Code.

6 13. COORDINATION WITH GOVERNMENTAL REGULATIONS.

7 A. If the work is terminated pursuant to an order of any Federal or
8 State authority, Contractor shall accept as full and complete compensation under
9 this Contract such amount of money as will equal the product of multiplying the
10 Contract price stated herein by the percentage of work completed by Contractor as
11 of the date of such termination, and for which Contractor has not been paid. If the
12 work is so terminated, the City Engineer, after consultation with Contractor, shall
13 determine the percentage of work completed and the determination of the City
14 Engineer shall be final.

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

22 14. NOTICES.

23 A. Any notice required hereunder shall be in writing and personally
24 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
25 Contractor at the address first stated herein, and to the City at 411 West Ocean
26 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
27 address shall be given in the same manner as stated herein for other notices. Notice
28 shall be deemed given on the date deposited in the mail or on the date personal

1 delivery is made, whichever first occurs.

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

5 15. BONDS. Contractor shall, simultaneously with the execution of this
6 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
7 form attached hereto and in the amount specified therein, conditioned upon the faithful
8 performance of this Contract by Contractor, and a good and sufficient corporate surety
9 bond, in the form attached hereto and in the amount specified therein, conditioned upon
10 the payment of all labor and material claims incurred in connection with this Contract.

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

17 17. CERTIFIED PAYROLL RECORDS.

18 A. Contractor shall keep and shall cause each subcontractor
19 performing any portion of the work under this Contract to keep an accurate payroll
20 record, showing the name, address, social security number, work classification,
21 straight time and overtime hours worked each day and week, and the actual per
22 diem wages paid to each journeyman, apprentice, worker, or other employee
23 employed by Contractor or subcontractor in connection with the work, all in
24 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such
25 payroll records for Contractor and all subcontractors shall be certified and shall be
26 available for inspection at all reasonable hours at the principal office of Contractor
27 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure
28 to furnish such records to City in the manner provided herein for notices shall entitle

1 City to withhold the penalty prescribed by law from progress payments due to
2 Contractor.

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

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

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

20 19. CONTINUATION. Termination or expiration of this Contract shall not
21 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
22 prior to termination or expiration of this Contract.

23 20. TAXES AND TAX REPORTING.

24 A. As required by federal and state law, City is obligated to and
25 will report the payment of compensation to Contractor on Form 1099-Misc.
26 Contractor shall be solely responsible for payment of all federal and state taxes
27 resulting from payments under this Contract. Contractor shall submit Contractor's
28 Employer Identification Number (EIN), or Contractor's Social Security Number if

1 Contractor does not have an EIN, in writing to City's Accounts Payable, Department
2 of Financial Management. Contractor acknowledges and agrees that City has no
3 obligation to pay Contractor until Contractor provides one of these numbers.

4 B. Contractor shall cooperate with City in all matters relating to
5 taxation and the collection of taxes, particularly with respect to the self-accrual of
6 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
7 materials, equipment, supplies, or other tangible personal property totaling over
8 \$100,000 shipped from outside California, a qualified Contractor shall complete and
9 submit to the appropriate governmental entity the form in Appendix "A" attached
10 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
11 more, Contractor shall obtain a sub-permit from the California Department of Tax
12 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the
13 Contractor purchased at least \$500,000 in tangible personal property that was
14 subject to sales or use tax in the previous calendar year.

15 C. Contractor shall create and operate a buying company, as
16 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
17 \$5,000,000 in tangible personal property subject to California sales and use tax.

18 D. In completing the form and obtaining the permit(s), Contractor
19 shall use the address of the Work site as its business address and may use any
20 address for its mailing address. Copies of the form and permit(s) shall also be
21 delivered to the City Engineer. The form must be submitted and the permit(s)
22 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
23 order any materials or equipment over \$100,000 from vendors outside California
24 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
25 shall be a material breach of this Contract. In addition, Contractor shall make all
26 purchases from the Long Beach sales office of its vendors if those vendors have a
27 Long Beach office and all purchases made by Contractor under this Contract which
28 are subject to use tax of \$500,000 or more shall be allocated to the City of Long

1 Beach. Contractor shall require the same cooperation with City, with regards to
2 subsections B, C and D under this section (including forms and permits), from its
3 subcontractors and any other subcontractors who work directly or indirectly under
4 the overall authority of this Contract.

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

12 21. ADVERTISING. Contractor shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business, nor as a reference, without the
14 prior approval of the City Manager, City Engineer or designee.

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

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

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

27 25. SUBCONTRACTORS. Contractor agrees to and shall bind every
28 subcontractor to the terms of this Contract; provided, however, that nothing herein shall

1 create any obligation on the part of City to pay any subcontractor except in accordance
2 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
3 with this Section shall be deemed a material breach of this Contract. A list of
4 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
5 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
6 reference.

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

13 27. GOVERNING LAW. This Contract shall be governed by and
14 construed pursuant to the laws of the State of California (except those provisions of
15 California law pertaining to conflicts of laws).

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

19 29. NONDISCRIMINATION. In connection with performance of this
20 Contract and subject to federal laws, rules and regulations, Contractor shall not
21 discriminate in employment or in the performance of this Contract on the basis of race,
22 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
23 status, handicap or disability. It is the policy of the City to encourage the participation of
24 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
25 encourages Contractor to use its best efforts to carry out this policy in the award of all
26 subcontracts.

27 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
28 accordance with the provisions of the Ordinance, this Contract is subject to the applicable

1 provisions of the Equal Benefits Ordinance (“EBO”), section 2.73 et seq. of the Long Beach
2 Municipal Code, as amended from time to time.

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

7 “During the performance of a Contract with the City of Long Beach, the
8 Contractor will provide equal benefits to employees with spouses and its
9 employees with domestic partners. Additional information about the City of
10 Long Beach’s Equal Benefits Ordinance may be obtained from the City of
11 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

26 31. PROJECT LABOR AGREEMENT. This Project is covered by a
27 Citywide Project Labor Agreement (“PLA”) entered into by the City of Long Beach with the
28 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory

1 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours
2 worked. The local hire provision requires best efforts to utilize qualified workers residing
3 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip
4 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.
5 However, if Project work is funded in full or in part by State of California Tideland funds,
6 then the local hire provision requires best efforts to utilize qualified workers residing within
7 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the
8 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to
9 comply with the PLA. Contractor agrees to work with the City and its selected Independent
10 Jobs Coordinator to promote the local hiring goals and objectives of the PLA.

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

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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

KELLER NORTH AMERICA, INC., a Delaware corporation

April 21, 2020

By [Signature]
Name Shane Farr
Title Vice President

April 23, 2020

By [Signature]
Name Kyle Camper
Title Senior Vice President

"Contractor"

CITY OF LONG BEACH, a municipal corporation

May 15, 2020

By [Signature]
Name Rebecca Y. Lann
Title City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

"City"

This Contract is approved as to form on May 11, 2020.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

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

EXHIBIT "A"

Contractor's Bid

BIDDER'S NAME: Keller North America, Inc.

**BID TO THE CITY OF LONG BEACH
LONG BEACH MUST FACILITY GROUND IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be submitted on Thursday, January 24, 2020 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-7166 at the prices listed below.

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

The basis of comparison to determine the low bid is the total of the Base Bid. If applicable, additive items will not be considered as part of the base bid. The City reserves the right, at its discretion, to proceed or not proceed with none, one or more than one additive bid items if applicable.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization/De-Mobilization	1	LS		
2.	SWPPP	1	LS		
3.	Excavation and Placement of 2 Stockpiles (Native and Processed Soil-Cement Spoil)	1	LS		
4.	Disposal of Non-hazardous Soil to Chiquita Landfill (Class III)	700	Tons		
5.	Survey	1	LS		
6.	DSM construction in full compliance with Bid Documents	1	LS		
7.	Quality Control Program	1	LS		
8.	Construct Load Transfer Platform 95% Compaction	800	CY		
9.	Place 95% Compacted Fill	1,350	CY		
10.	Place 90% Compacted Fill	2,200	CY		

TOTAL AMOUNT BASE BID (IN FIGURES): _____

BIDDER'S NAME: Keller North America
(Hayward Baker Inc)

**BID TO THE CITY OF LONG BEACH
 LONG BEACH MUST FACILITY GROUND IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be submitted on Thursday, January 24, 2020 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-7166 at the prices listed below.

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

The basis of comparison to determine the low bid is the total of the Base Bid. If applicable, additive items will not be considered as part of the base bid. The City reserves the right, at its discretion, to proceed or not proceed with none, one or more than one additive bid items if applicable.

BASE BID

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization/De-Mobilization	1	LS	\$244,000	\$244,000
2.	SWPPP	1	LS	\$46,000	\$46,000
3.	Excavation and Placement of 2 Stockpiles (Native and Processed Soil-Cement Spoil)	1	LS	\$31,000	\$31,000
4.	Disposal of Non-hazardous Soil to Chiquita Landfill (Class III)	700	Tons	\$65	\$45,500
5.	Survey	1	LS	\$28,000	\$28,000
6.	DSM construction in full compliance with Bid Documents	1	LS	\$671,700	\$671,700
7.	Quality Control Program	1	LS	\$33,000	\$33,000
8.	Construct Load Transfer Platform 95% Compaction	800	CY	\$42	\$33,600
9.	Place 95% Compacted Fill	1,350	CY	\$36	\$48,600
10.	Place 90% Compacted Fill	2,200	CY	\$33	\$72,600

TOTAL AMOUNT BASE BID (IN FIGURES): \$1,260,000

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

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? No If yes, certification No. _____

Is the Bidder a Minority-Owned Business? No Which racial minority? _____

Is the Bidder a Women-Owned Business? No

Is the Bidder a certified Small Business? No If yes, certification No. _____

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

Planet Bids

(Continued on Next Page)

PLANS, SPECIFICATIONS, AND RELATED DOCUMENTS

The Contractor acknowledges that the Plans, Specifications, and related documents including documents and data referenced in the specifications and Division F have been received, read, and understood at the time of bid.

ADDENDA ACKNOWLEDGEMENT / SIGNATURE

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

SFF CF
X X _____ _____ _____ _____ _____
1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,



Signature**

Keller North America, Inc.
Legal Name of Company

Shane Farr, Vice President
Print Name / Title

Please see attached List of Directors
Names of Other General Partners

Please see attached List of Directors
Names of Other Partners

Delaware
State of Incorporation

N/A
State Where Registered as LLC

BU21113950
City of Long Beach Business License Number

Keller North America, Inc. (formerly Hayward Baker)

17461 Derian Ave Suite 106, Irvine, CA 92614
Business Address (Actual Address -Not A Post Office Box)

is in the process of renewing under correct name
City of Long Beach Business License Expiration Date

(909) 393-9300/(909) 393-0036
Telephone Number / Fax Number

1870 Cordell Court, Suite 201, El Cajon, CA 92020
Address on City Business License

GGuzman@keller-na.com
Email Address

A482246
Contractor's License Number

1000006388
DIR Registration Number

_____ If Bidder is an individual, set forth his/her signature.
_____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
_____ If Bidder is a general partnership, set forth the signature of the general partner.

_____ If Bidder is a limited partnership, provide names of other partners.
_____ If Bidder is a limited liability company, set forth legal name of company with
signature of a member or manager authorized to bind the company
 If the Bidder is a corporation, set forth the legal name of the corporation with
the signature of an officer of the corporation.


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:

Keller North America, Inc.

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



Shane Farr

Title: Vice President

Date: 1/14/20

EXHIBIT B

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: UB0N257354-19-25-K
 - B. Name of Insurer (NOT Broker): The Charter Oak Fire Insurance Company
 - C. Address of Insurer: One Tower Square, Hartford, CT 06183
 - D. Telephone Number of Insurer: (860) 277-0111

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: VTC2J-CAP-5648B299-TIL-19
 - C. Name of Insurer (NOT Broker): Travelers Property Casualty Company of America
 - D. Address of Insurer: One Tower Square, Hartford, CT 06183
 - E. Telephone Number of Insurer: (800) 328-2189

- 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: 8

- 5) Estimated total wages to be paid those workers: \$41-\$45Hr. per union requirements

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

- 7) Estimated total number of independent contractors to be used on this Contract: 0
(Describe schedule: For example, weekly or every other week or monthly)

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT C

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

Name Southern California Grading Type of Work Excavation, Grading
 Address 16291 Construction Circle East Suite A
 City Irvine, CA 92606 Dollar Value of Subcontract \$ 203,591.42
 Phone No. 949-551-6655
 License No. 275 738 DIR Registration No. 100000 2461

Name BMP Contractors Inc. Type of Work SWPPP
 Address 12150 Theodore St.
 City Moreno Valley, CA 92555 Dollar Value of Subcontract \$ 35,388
 Phone No. 951-473-4603
 License No. 990922 DIR Registration No. 100000 7740

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. _____

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

EXHIBIT “E”

Letter of Assent

LETTER OF ASSENT

To be signed by all contractors awarded work covered by the City of Long Beach Project Labor Agreement prior to commencing work.

[Contractor's Letterhead]
PLA Administrator
City of Long Beach
1234 address
City, state, zip code
Attn: _____

Re: Project Labor Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: [_____] Name and Title of Authorized Executive

[Copies of this letter must be submitted to the PLA Administrator and to the Trades Council Consistent with Article 2, Section 2.6 (b).]

APPENDIX "A"

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to KELLER NORTH AMERICA, INC. a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Long Beach Must Facility Ground Improvements, as described in Specification No.: R-7166, Addenda/Addendum and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of One Million Two Hundred Sixty Thousand Dollars (\$1,260,000) 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 22nd day of April, 2020.

Fidelity and Deposit Company of Maryland

KELLER NORTH AMERICA, INC., a Delaware corporation

By: *Cori Wilson*
Surety Name
Signature

By: *Thomas H. Chubb*
Signature

Name: Cori Wilson
Printed Name

Name: Thomas H. Chubb
Printed Name

Title: Attorney-in-Fact

Title: V.P. Finance

Address: 1299 Zurich Way, Schaumburg, IL 60196-1056

By: *Kyle C. Campen*
Signature

Telephone: 610-727-5622

Name: Kyle C. Campen
Printed Name

Title: Senior Vice President

Cori Wilson

Attorney-in-Fact

Cori Wilson
Signature

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

5.11, 2020

May 15, 2020

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: *Charles Parkin*
Deputy City Attorney

By: *Rebecca L. Ganner*
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.

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

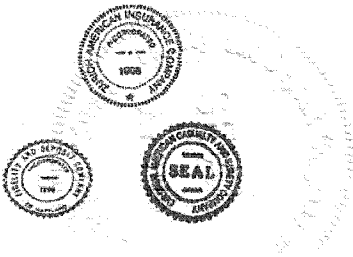
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2020.



Brian M. Hodges, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of PA }

County of Philadelphia }

On April 22, 2020 before me, Bianca M. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared Cori Wilson
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/shø/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.

Commonwealth of Pennsylvania - Notary Seal
BIANCA M. PHILLIPS, Notary Public
Philadelphia County
My Commission Expires January 4, 2023
Commission Number 1343881

Bianca M. Phillips
Notary Public Signature Bianca M. Phillips (Notary Public Seal)
My Commission Expires: 01/04/2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

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 San Diego)

On April 23, 2020 before me, Mary Webb, Notary Republic
Date Here Insert Name and Title of the Officer
personally appeared Kyle E. Camper - Senior Vice President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mary Webb
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

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.

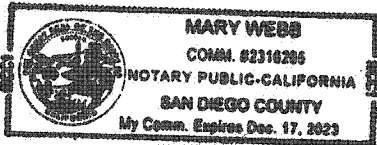
State of California)
County of San Diego)

On April 27, 2020 before me, Mary Webb, Notary Republic,
Date Here Insert Name and Title of the Officer
personally appeared Thomas H. Chubb, VP of Finance
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 Mary Webb
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer -- Title(s): _____

Partner -- Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 KELLER NORTH AMERICA, INC., a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Long Beach Must Facility Ground Improvements, as described in Specification No.: R-7166, Addenda/Addendum and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of One Million Two Hundred Sixty Thousand Dollars (\$1,260,000) 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 22nd day of April, 2020.

Fidelity and Deposit Company of Maryland

By: 
Signature

Name: Cori Wilson
Printed Name

Title: Attorney-in-Fact

Address: 1299 Zurich Way, Schaumburg, IL 60196-1056

Telephone: 610-727-5622

Cori Wilson
Attorney-in-Fact


Signature

KELLER NORTH AMERICA, INC., a Delaware corporation

By: 
Signature

Name: Thomas H. Chubb
Printed Name

Title: V.P. Finance

By: 
Signature

Name: Kyle E. Camp
Printed Name

Title: Senior Vice President

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

5-11, 2020

Approved as to form.

CHARLES PARKIN, City Attorney

By: 
Deputy City Attorney

_____, 2020

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.

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 11th day of July, A.D. 2019.



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

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 11th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 22nd day of April, 2020.



A handwritten signature in cursive script that reads "Brian M. Hodges".

Brian M. Hodges, Vice President

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

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclains@zurichna.com
800-626-4577

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of PA }

County of Philadelphia }

On April 22, 2020 before me, Bianca M. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared Cori Wilson
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.

Commonwealth of Pennsylvania - Notary Seal
BIANCA M. PHILLIPS, Notary Public
Philadelphia County
My Commission Expires January 4, 2023
Commission Number 1343881

Bianca M. Phillips
Notary Public Signature Bianca M. Phillips
My Commission Expires: 01/04/2023

(Notary Public Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

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

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.

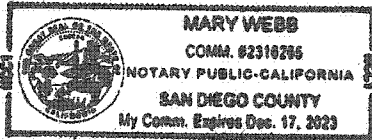
State of California)
County of San Diego)

On April 23, 2020 before me, Mary Webb, Notary Republic
Date Here Insert Name and Title of the Officer
personally appeared Kyle E. Camper - Senior Vice President
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Mary Webb
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

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 San Diego)

On April 27, 2020 before me, Mary Webb, Notary Republic,
Date Here Insert Name and Title of the Officer
personally appeared Thomas H. Chubb, VP of Finance
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 Mary Webb
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

Return completed certificates to:
 City of Long Beach, 10th floor
 411 W. Ocean Boulevard, Risk Mgmt.
 Long Beach, California 90802

CERTIFICATE OF INSURANCE
CITY OF LONG BEACH, CA
("the City")
A Municipal Corporation

Only this Certificate
 of Insurance Form
 will be Accepted

This certifies to the City that the following described policies have been issued to the Insured named below and are in force at this time.

Insured: Keller North America, Inc.
Address: 17461 Derian Avenue, Ste 106; Irvine, CA 92614
Description of project:

Approved as to Sufficiency: _____
 City Engineer
 Approved as to Form: _____, 20____
 J. CHARLES PARKIN, City Attorney
 by _____ Deputy City Attorney


POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRATION DATE
Workers' Compensation and Employer's Liability Travelers Property Casualty Co of America (Name of Insurer)	Statutory workers comp <u>\$1,000,000</u> Employer's liability* \$ <u>\$1,000,000</u> * Minimum \$1,000,000 per accident	UB0N257354-19-25-K	6/1/2020
General Liability* Policy form equivalent to: CG 00 01 <u>X</u> CG 00 02 _____ GL 00 02 _____ XL Insurance America (Name of Insurer)	\$ <u>\$2,000,000</u> per occurrence or \$ <u>\$2,000,000</u> per claim \$ <u>\$2,000,000</u> general aggregate * Minimum \$1,000,000 combined single limit per occurrence and \$2,000,000 General Aggregate	US00029022LI19A	6/1/2020
Commercial Auto Liability* Symbol <u>5</u> Travelers Property Casualty Co of America (Name of Insurer)	\$ _____ BI per accident \$ _____ PD per accident \$ _____ BI per person or \$ <u>\$5,000,000</u> combined single limit each accident * Minimum \$1,000,000 combined single limit per occurrence	VTC2J-CAP-56488299-TIL-19	6/1/2020
Excess/Umbrella Liability Claims-made _____ Occurrence <u>X</u> Umbrella _____ Excess <u>X</u> XL Insurance America (Name of Insurer)	\$ <u>\$5,000,000</u> per occurrence or \$ _____ per claim \$ <u>\$5,000,000</u> general aggregate Self-insured retention \$ _____	US00029023LI19A	6/1/2020

The following coverages or conditions are in effect:	YES	NO
The City, its officials, and employees are named on all liability policies described above as insureds as respects: (a) activities performed for the City by or on behalf of the Named Insured, (b) products and completed operation of the Named Insured, and (c) premises owned, leased, or used by the Named Insured.	X	
Products and Completed Operations	X	
The undersigned will mail to the City 30 days' written notice of cancellation or reduction of coverage or limits.	X	
Cross Liability Clause (or equivalent wording)	X	
Personal Injury, Perils A, B, and C	X	
Broad Form Property Damage	X	
N, C, and U Hazards included	X	
Contractual Liability Coverage applying to this contract	X	
Liquor Liability		X
Coverage afforded the City, its officials, employees, and agents as Insureds applies as primary and not excess or contributing to any insurance issued in the name of the City.	X	
Waiver of subrogation from Workers' Compensation insurer.	X	

This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies.

Agent or Brokerage Marsh USA, Inc. Insurance Company _____

Address 1717 Arch Street, Philadelphia, PA 19103 Home Office _____

Name of Person to be Contacted Joanne Melazzo Authorized Signature  Date 4/28/2020

(215) 246 - 1120
Telephone Number

Note: Authorized signatures may be the agent's if agent has placed insurance through an agency agreement with the insurer. If insurance is brokered, authorized signature must be that of official of insurer.



**GENERAL LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802**

A. POLICY INFORMATION

1. Insurance Company XL Insurance America; Policy Number US00029022LI19A
2. Policy Term (from) 6/1/2019 (to) 6/1/2020; Endorsement Effective Date 6/1/2019
3. Named Insured Keller North America, Inc.
4. Address _____ of _____ Named Insured 17461 Derian Avenue, Ste 106
Irvine, CA 92614
5. Limit of Liability* Any One Occurrence/Aggregate \$ \$2,000,000
* Minimum \$1,000,000 combined single limit per occurrence with \$2,000,000 General Aggregate
6. Deductible or Self-Insured Retention (Nil unless otherwise specified): \$ _____
7. Coverage is equivalent to:

Comprehensive General Liability Form GL 00 02 (Ed. 1/73)	_____
Commercial General Liability "occurrence" form CG 00 01	_____ X _____
Commercial General Liability "claims-made" form CG 00 02	_____
8. If this policy is "claims-made," the retroactive date is _____

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees, or agents; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or agents shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number GL 00 02 (Ed.1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 04 04 Broad Form Comprehensive General Liability endorsement; or

- (2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 00 01 11 85 or 11 88 or "claims-made" form CG 00 02; or
 - (3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).
4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured which is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.
5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees, or agents.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this statement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

Attn:

Name and title Department
 napropcasclaimnewnotices@axaxl.com

Company AXA XL

Address PO Box 614002 City Orlando State FL Zip Code 32861-4002
 (800) 823 - 7351 (678) 819 - 7388
 Telephone number Fax number

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Joanne Melazzo (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.



SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Senior Advisory Representative DATE: 4/28/2020

ADDRESS: 1717 Arch Street ; Philadelphia, PA 19103

PHONE NUMBER: 215-246-1120 FAX NUMBER: 215-246-1399



**AUTO LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802**

A. POLICY INFORMATION

1. Insurance Company Travelers Property Casualty Co
of America; Policy Number VTC2J-CAP-5648B299-TIL-19
2. Policy Term (from) 6/1/2019 (to) 6/1/2020; Endorsement Effective Date 6/1/2019
3. Named Insured Keller North America, Inc.
4. Address of Named Insured 17461 Derian Avenue, Ste 106; Irvine, CA 92614
5. Limit of Liability* Any One Occurrence/Aggregate \$ 5,000,000
* Minimum \$1,000,000 combined single limit per occurrence
6. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its elected or appointed officials, employees, and agents.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the Named Insured for or on behalf of the City, the insurance afforded by this policy shall: (a) be primary insurance as respects the City, its elected or appointed officials, employees, or agents; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees, or agents shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage at least as broad as:
 - (1) Insurance Services Office form number CA 00 01 06 92, Code 1 ("Any Auto") and endorsement CA 00 25.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured which is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees, or agents.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this statement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Attn:

Name and title Department
<https://selfservice.travelers.com/reportclaim/#/>

Company Travelers Property Casualty Co of America

Address 111 Schilling Rd City Hunt Valley State MD Zip Code 21031

(877) 828 - 4132

Telephone number

(877) 389 - 4689

Fax number

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Joanne Melazzo (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.



SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Senior Advisory Representative DATE: 4/28/2020

ADDRESS: 1717 Arch Street; Philadelphia, PA 19103

PHONE NUMBER: 215-246-1120 FAX NUMBER: 215-246-1399

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its elected or appointed officials, employees, or agents.
6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this statement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

Attn:

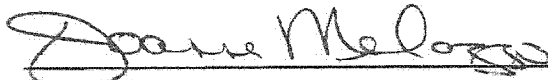
Name and title Department
 napropcasclaimnewnotices@axaxl.com

Company XL Insurance America

Address PO Box 614002 City Orlando State FL Zip Code 32861-4002
 (800) 823 - 7351 (866) 262 9002
 Telephone number Fax number

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Joanne Melazzo (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.



SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Senior Advisory Representative DATE: 4/28/2020

ADDRESS: 1717 Arch Street; Philadelphia, PA 19103

TELEPHONE: 215 - 246-1120 FAX NUMBER: 215-246-1399



WORKER'S COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802

A. POLICY INFORMATION

1. Insurance Company Travelers Property Casualty Co. of America ("the Company");
Policy Number _____
2. Effective date of this Endorsement 6/1/2019 Expiration Date 6/1/2020
3. Named Insured Keller North America, Inc.
4. Employer's Liability Limit (Coverage B) \$ 1,000,000
* Minimum \$1,000,000 per accident

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. The insurance afforded by this policy shall not be cancelled, nonrenewed, reduced in coverage, or materially changed in coverage or limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the City. Such notice shall be addressed as shown in the heading of this endorsement.
2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the City, its elected or appointed officials, agents, and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, Joanne Melazzo (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required on endorsement furnished to the City)

TITLE: Senior Advisory Representative DATE: 4/28/2020

ADDRESS: 1717 Arch Street, Philadelphia, PA 19103

TELEPHONE: 215-246-1120 FAX NUMBER: 215-246-1399



**EXCESS LIABILITY ENDORSEMENT
CITY OF LONG BEACH
411 WEST OCEAN BLVD., LONG BEACH, CA 90802**

A. POLICY INFORMATION

1. Insurance Company XL Insurance America; Policy Number US00029023LI19A
2. Policy Term (from) 6/1/2019 (to) 6/1/2020; Endorsement Effective Date 6/1/2019
3. Named Insured Keller North America, Inc.
4. Address of Named Insured 17461 Derian Avenue, Ste 106; Irvine, CA 92614
5. Limit of Liability Any One Occurrence/Aggregate \$ 5,000,000
6. Deductible of Self-Insured Retention (Nil unless otherwise specified): \$ _____
7. Bodily Injury and Property Damage Coverage is:

	"claims-made"
<u>X</u>	"occurrence"

If claims-made, the retroactive date is _____.

Note: The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The City, its elected or appointed officials, employees, and agents are included as insureds with regard to damages and defense of claims arising from (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
2. **CONTRIBUTION NOT REQUIRED.** As respects: (a) work performed by the Named Insured for or on behalf of the City; or (b) products sold by the Named Insured to the City; or (c) premises leased by the Named Insured from the City, the insurance afforded by this policy shall be primary insurance as respects the City, its elected or appointed officials, employees, or agents; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the City, its elected or appointed officials, employees or agents shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** Affords coverage which is at least as broad as the primary insurance forms referenced in the preceding endorsements.
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy applies separately to each insured which is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.