

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

C O N T R A C T

35270

THIS CONTRACT is made and entered, in duplicate, as of April 25, 2019 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 23, 2019, by and between PALP, INC., a California corporation ("Contractor"), whose address is 2230 Lemon Avenue, Long Beach, California 90805, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for West Seaside Way Storm Drain Project in the City of Long Beach, California, dated July 11, 2018, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7104;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7104 for West Seaside Way Storm Drain Project in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for West Seaside Way Storm Drain Project in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however,

1 that the total compensation to Contractor shall not exceed the maximum cumulative
2 amount of One Million One Hundred Ninety-Nine Thousand One Hundred Ninety-
3 Nine Dollars (\$1,199,199) for the estimated quantities established in the Bid, subject
4 to additions or deductions as provided in the Contract Documents.

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

8 3. CONTRACT DOCUMENTS.

9 A. The Contract Documents include: The Notice Inviting Bids,
10 Project Specifications No. R-7104 (which may include by reference the Standard
11 Specifications for Public Works Construction, latest edition, and any supplements
12 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
13 Plans; Project Drawing No. B-4747 for this work; the California Code of Regulations;
14 the various Uniform Codes applicable to trades; the prevailing wage rates;
15 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
16 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
17 Contract and all documents attached hereto or referenced herein including but not
18 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
19 Proceed; Notice of Completion; any addenda or change orders issued in
20 accordance with the Standard Specifications; any permits required and issued for
21 the work; approved final design drawings and documents; and the Information
22 Sheet. These Contract Documents are incorporated herein by the above reference
23 and form a part of this Contract.

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

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

6 4. TIME FOR CONTRACT. Contractor shall commence work on a date
7 to be specified in a written "Notice to Proceed" from City and shall complete all work within
8 eighty (80) working days thereafter, subject to strikes, lockouts and events beyond the
9 control of Contractor. Time is of the essence hereunder. City will suffer damage if the
10 work is not completed within the time stated, but those damages would be difficult or
11 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
12 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

11 13. NOTICES.

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

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

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

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

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

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

24 25. FEDERAL-AID PROVISIONS. The work to be performed under this
25 Contract will be financed in whole or in part with Federal funds, and therefore all of the
26 statutes, rules and regulations promulgated by the Federal Government and applicable to
27 work financed in whole or in part with Federal funds will apply to such work. Such rules
28 are attached hereto as Exhibit "E" and incorporated herein.

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

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

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

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

21 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
22 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
23 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach
24 Municipal Code, as amended from time to time.

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

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

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

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

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

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

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

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333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4684


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has not substituted any security in lieu of retention, then City shall have all legal remedies available to it.


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.

PALP, INC., a California corporation

_____, 2019

By 
Name Curtis p. Brown III
Title ~~Marcia Miller~~

_____, 2019

By 
Name Marcia Miller
Title Secretary

"Contractor"

CITY OF LONG BEACH, a municipal corporation

6/20, 2019

By 
City Manager

"City"

This Contract is approved as to form on 6-6, 2019.

CHARLES PARKIN, City Attorney

By 
Deputy

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 California

County of Los Angeles

On 6/3/19 before me, A. Henderson, Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Marcia Miller,

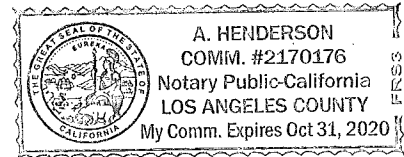
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

A. Henderson
 Signature of Notary Public

(Notary 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 _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer

(Title)

- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

Exhibit A

Contractor's Bid

Awarded: Base Bid

PALP INC DBA
BIDDER'S NAME: EXCEL PAVING COMPANY

**BID TO THE CITY OF LONG BEACH
 WEST SEASIDE WAY STORM DRAIN PROJECT**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on January 30, 2019, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7104 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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization	1	LS	101799.-	101799.-
2.	Traffic Control Plan & Implementation	1	LS	104000.-	104000.-
3.	SWPPP Preparation & Implementation	1	LS	10500.-	10500.-
4.	Pothole and Locate Existing Utilities	1	LS	19500.-	19500.-
5.	Remove Existing Cement Mortar Plug and Join Existing 48" RCP	1	EA	54000.-	54000.-
6.	Furnish & Install 48" RCP (D-2000) Ring Gasket Joints per Plan & Profile	1,640	LF	395.-	647800.-
7.	Furnish & Install 18" RCP (D-2000) Ring Gasket Joints per Plan & Profile	115	LF	350.-	40250.-
8.	Furnish & Install 21" RCP (D-2000) Ring Gasket Joints per Plan & Profile	50	LF	220.-	11000.-
9.	Remove interfering portion of Existing RCP and Reconnect to New Storm Drain	5	EA	1200 -	6000 -
10.	Construct Junction Pipe-To-Pipe per SPPWC Std. 332-2.	1	EA	3500.-	3500.-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
11.	Construct Manhole Per SPPWC Std. 322-2. Install Manhole Frame and Cover per City Std. Plan 616	1	EA	27000	27000.-
12.	Construct Manhole Per SPPWC Std. 320-2 Install Manhole Frame and Cover per City Std. Plan No 616	7	EA	7700.-	53900.-
13.	Construct Curb Opening Catch Basin per SPPWC Std. 300-3, W=3.5	2	EA	4800.-	9600.-
14.	Construct Local Depression per SPPWC Std. 313-3 Case A and Case E	110	SF	25.-	2750.-
15.	Construct Brick & Mortar Plug	6	EA	925.-	5550.-
16.	Construct PCC Collar for 18", 24", or 48" Storm Drain per SPPCW Std. 380-4.	3	EA	1150.-	3450.-
17.	Trench Dewatering	20	Days	2400.-	48000.-
18.	Replace Damaged Landscaping and Irrigation in Kind	1	LS	11000.-	11000.-
19.	Replace Damaged Striping, Marking, and Loop Detectors	1	LS	33000.-	33000.-
20.	Full Capture Connector Pipe Trash Screen (New catch basins)	2	EA	1100.-	2200.-
21.	Full Capture Connector Pipe Trash Screen (Existing catch basins)	4	EA	1100.-	4400.-

TOTAL AMOUNT BID 1199199.-

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. N/A
Is the Bidder a Minority-Owned Business? NO Which racial minority? N/A
Is the Bidder a Women-Owned Business? NO
If DBE provide, certification No. NO

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

PLANET BIDS

(Continued on Next Page)

ADDENDA ACKNOWLEDGEMENT / SIGNATURE

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

CRAI CRAI CRAI CRAI CRAI _____
1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,

Curtis P. Brown III
Signature** Curtis P. Brown III
President

PALP, INC DBA
EXCEL PAVING COMPANY

Legal Name of Company Curtis P. Brown III
President

Print Name / Title

N/A
Names of Other General Partners

N/A
Names of Other Partners

CALIFORNIA
State of Incorporation

N/A
State Where Registered as LLC

2230 LEMON AVENUE
LONG BEACH, CA 90806

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

(562) 599-5841 FAX (562) 591-7485
Telephone Number / Fax Number

estimating@excel paving.net

Email Address

STATE LIC. 698659 "A"
Contractor's License Number

BV05028940
City of Long Beach Business License
Number

1-20-19
City of Long Beach Business License
Expiration Date

2230 LEMON AVENUE
LONG BEACH, CA 90806
Address on City Business License

100003331
DIR Registration Number

- N/A If Bidder is an individual, set forth his/her signature.
- N/A If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- N/A If Bidder is a general partnership, set forth the signature of the general partner.
- N/A If Bidder is a limited partnership, provide names of other partners.
- N/A 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.

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 California }

County of Los Angeles }

On JAN 30 2019 before me, R. Covington, Notary Public
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III
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.

R. Covington
Notary Public Signature (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.

Exhibit B

Workers Compensation Certificate

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name: **NEAL INC DBA
EXCEL PAVING COMPANY**

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



Curtis P. Brown III

Title: President

Date: AUG - 1 2008

Exhibit C

Information to Comply with Labor Code

Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

1) Workers' Compensation Insurance:

- A. Policy Number: 1000002214
- B. Name of Insurer (NOT Broker): Starr Indemnity + Liability Co
- C. Address of Insurer: 1000 Wilshire Blvd Los Angeles Ca 90017
- D. Telephone Number of Insurer: 213) 330 8416

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): SEE ATTACHED
- B. Automobile Liability Insurance Policy Number: 10001905491A1
- C. Name of Insurer (NOT Broker): Starr Indemnity + Liability Co
- D. Address of Insurer: 1000 Wilshire Blvd Los Angeles Ca 90017
- E. Telephone Number of Insurer: 213) 330 8416

3) Address of Property used to house workers on this Contract, if any: NONE

4) Estimated total number of workers to be employed on this Contract: 10

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

6) Dates (or schedule) when those wages will be paid: Weekly on Friday

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: NONE

8) Taxpayer's Identification Number: [REDACTED]

Exhibit D

List of Subcontractors

LIST OF SUBCONTRACTORS

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

Name <u>PCI</u>	Type of Work <u>striping</u>
Address <u>975 W. 1st St</u>	
City <u>ANAHEIM, CA 91702</u>	Dollar Value of Subcontract <u>\$ 40000.-</u>
Phone No. <u>562-218-0504</u>	
License No. <u>823802</u>	DIR Registration No. <u>f^{10/2011} 100005687</u>

Name <u>Case Land Survey</u>	Type of Work <u>survey</u>
Address <u>614 N Eukhoff St</u>	<u>LA 92868</u>
City <u>Orange</u>	Dollar Value of Subcontract <u>\$ 14350.-</u>
Phone No. <u>714-628-8948</u>	
License No. <u>LS 5411</u>	DIR Registration No. <u>1000001533</u>

Name <u>California Professional Eng.</u>	Type of Work <u>traffic loops</u>
Address <u>929 Otterbein Ave Unit E</u>	<u>LA 91746</u>
City <u>La Puente</u>	Dollar Value of Subcontract <u>\$ 6500.-</u>
Phone No. <u>626-810-1338</u>	
License No. <u>793907</u>	DIR Registration No. <u>1000001980</u>

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

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

EXHIBIT "E"

**FEDERAL GRANT REQUIREMENTS
Fiscal Year 2017 and Beyond**

1. FEDERAL GRANT FUNDING

The funding for the Contract is provided in whole or in part from grants awarded by one or more Departments or Agencies of the Federal Government. Pursuant to said grant(s), Contractor is required to comply with (and to incorporate into its agreements with any subcontractors) the following provisions in the performance of the Contract.

2. ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

3. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 2 CFR 200. Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (This provision must be incorporated by Contractor into any subcontract exceeding \$10,000.) In addition, Contractor shall comply with the *Age Discrimination Act of 1975* (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance; the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213); the requirements of Title VI of the *Civil Rights Act of 1964* (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance and that reasonable steps shall be taken by Contractor to provide meaningful access to programs and services by persons with limited English proficiency; and the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

4. COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. §3145) as supplemented in Department of Labor regulations (29 CFR Part 3).

5. COMPLIANCE WITH DAVIS-BACON ACT

Contractor shall comply with the requirements of the Davis-Bacon Act (40 U.S.C.

§§ 3141-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide City with all applicable payroll records on a weekly basis.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contractor shall comply with the requirements of 40 U.S.C. § 3702 and § 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) where applicable as supplemented by Department of Labor regulations (29 CFR Part 5).

7. PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

Contractor shall comply with the requirements of 2 C.F.R. § 200.333 and, subject to the exceptions and conditions set forth therein, retain all of its records relating to the project (financial records, supporting documents, statistical records, and all other non-Federal entity records) for a period of three (3) years from the date the City submits the final expenditure report as reported to the Federal awarding agency.

8. ACCESS TO CONTRACTOR'S RECORDS

Contractor shall provide the City, the Department of Homeland Security, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

9. PATENT RIGHTS

Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract. Any discovery or invention that arises during the course of this Contract shall be immediately (within two months of discovery) reported to the City's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

10. COPYRIGHT

Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 17 U.S.C. 401 and 402.

11. ENVIRONMENTAL LEGISLATION

Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 7401-7671), § 508 of the Clean Water Act (33 U.S.C. 1368) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. ENERGY EFFICIENCY

Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

13. NATIONAL PRESERVATION ACTS

Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4331).

14. EXCLUDED PARTIES LIST SYSTEM

In accordance with the Office of Management and Budget guidelines at 2 CFR 180 that implement Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) which is available at <http://www.sam.gov/>.

15. DRUG-FREE WORKPLACE

Contractor hereby certifies that it will or will continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 8101), and implemented at 2 C.F.R. Part 3001.

16. SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS

Contractor agrees that, to the extent contractors or subcontractors are utilized, Contractor shall use small, minority, women-owned or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps set forth in 2 CFR 200.321.

17. LOBBYING PROHIBITIONS

Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. §1352), which provides that none of the funding for this Contract may be expended to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the funding for this Contract or the renewal of the funding for this Contract.

18. EXECUTIVE ORDER 13224

Contractor shall comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

19. USA PATRIOT ACT OF 2001

Contractor must comply with requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA Patriot Act), which amends 18 U.S.C. §§ 175–175c, and among other things, prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

20. USE OF DHS SEAL, LOGO AND FLAGS

Contractor must obtain the Department of Homeland Security's (DHS) approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

21. WHISTLEBLOWER ACT

Contractor shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C §§ 4304 and 4310.

22. TEXT MESSAGING WHILE DRIVING

Contractor is encouraged to adopt and enforce policies that ban text messaging while driving as described in Executive Order 13513 when on official business or performing any work for or on behalf of the government.

[23 COLLECTION AND USE OF PERSONALLY IDENTIFIABLE INFORMATION]
[check with Security Division if applicable]

[Contractors who collect Personally Identifiable Information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII is any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Contractors may find the DHS Privacy Impact Assessments https://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and https://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf as useful resources.]

[24. SAFECOM] [check with Security Division if applicable]

[For programs that provide emergency communication equipment and its related activities, Contractor shall comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. See <https://www.dhs.gov/safecom> for more information.]

[25. PROCUREMENT OF RECOVERED MATERIALS] [check with Security Division if applicable]

[Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.]

[26. CLASSIFIED SECURITY CONDITION] [check with Security Division if applicable]

[Contractor acknowledges the laws and requirements reflected in Executive Orders 12829, 12958 and 12968, as amended, concerning access to and handling of “classified national security information” as defined in such Executive Orders. Contractor shall comply with the requirements of Executive Orders 12829, 12958 and 12968, as amended, and shall cooperate with City to enable City to comply with said requirements.]

[27. FLY AMERICA ACT OF 1974] [check with Security Division if applicable]

[All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.]

[28. HOTEL AND MOTEL FIRE SAFETY ACT OF 1990] [check with Security Division if applicable]

[In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), Contractor must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.]

Appendix A

Application for Use Tax Direct Payment Permit

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 PALP, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: West Seaside Way Storm Drain Project, as described in Specification No.: R-7104, 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 Federal Insurance Company an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of One Million One Hundred Ninety-Nine Thousand One Hundred Ninety-Nine Dollars (\$1,199,199) 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.

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 PALP, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: West Seaside Way Storm Drain Project, as described in Specification No.: R-7104, 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 Federal Insurance Company an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of One Million One Hundred Ninety-Nine Thousand One Hundred Ninety-Nine Dollars (\$1,199,199) 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 3rd day of June, 2019.

Federal Insurance Company
 By: Douglas A. Rapp
 Signature: [Signature]
 Name: Douglas A. Rapp
 Printed Name
 Title: Attorney in Fact
 Address: 15 Mountain View Rd., Warren, NJ 07059
 Telephone: 908-903-2000
Douglas A. Rapp
 Attorney-in-Fact
 Signature

PALP, INC., a California corporation
 By: Curtis P. Brown III
 Signature: [Signature]
 Name: Curtis P. Brown III
 Printed Name
 Title: President
 By: Marcia Miller
 Signature: [Signature]
 Name: Marcia Miller
 Printed Name
 Title: Secretary

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

6-6, 2019

6-6, 2019

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

Approved as to sufficiency.
 CITY OF LONG BEACH, a municipal corporation
 By: [Signature]
 City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE 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 California

County of Los Angeles

On 6/8/19 before me, A. Henderson, Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Marcia Miller,

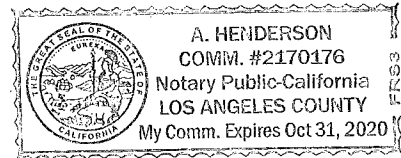
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/they executed the same in his/her/their authorized capacity(ies), and that by ~~his~~/her/their signature(s) on the instrument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

A. Henderson
 Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- 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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

ACKNOWLEDGMENT

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

State of California
County of Orange

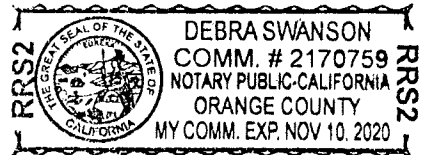
On June 03, 2019 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

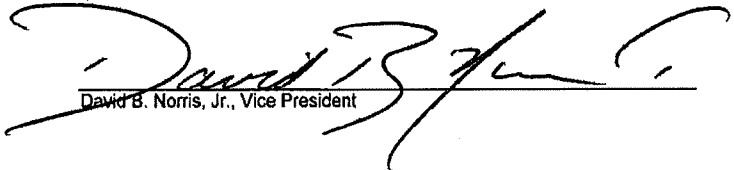
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

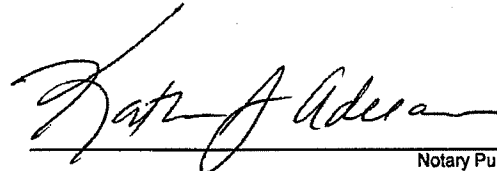
STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By- Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **3rd** day of **June, 2019**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to PALP, INC. a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: West Seaside Way Storm Drain Project, as described in Specification R-7104, 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 Federal Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of One Million One Hundred Ninety-Nine Thousand One Hundred Ninety-Nine Dollars (\$1,199,199) 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 3rd day of June, 2019.

Federal Insurance Company
By: [Signature] Surety Name
Signature
Name: Douglas A. Rapp
Printed Name
Title: Attorney in Fact
Address: 15 Mountain View Rd., Warren, NJ 07059
Telephone: 908-903-2000
Douglas A. Rapp
Attorney-in-Fact
Signature

PALP, INC., a California corporation
By: [Signature]
Signature
Name: Curtis P. Brown III
Printed Name
Title: President
By: [Signature]
Signature
Name: Marcia Miller
Printed Name
Title: Secretary

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

6-6, 2019

6-6, 2019

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

NOTE:

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

CALIFORNIA ALL-PURPOSE 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 California

County of Los Angeles

On 6/3/19 before me, A. Henderson, Notary Public,
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Marcia Miller

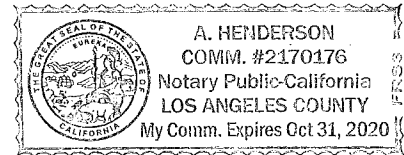
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

A. Henderson
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
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- 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

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
 Corporate Officer

(Title)

- Partner(s)
 Attorney-in-Fact
 Trustee(s)
 Other _____

ACKNOWLEDGMENT

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

State of California
County of Orange

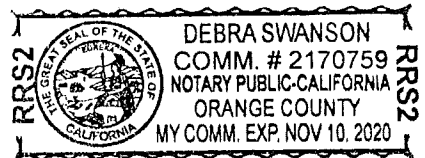
On June 03, 2019 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

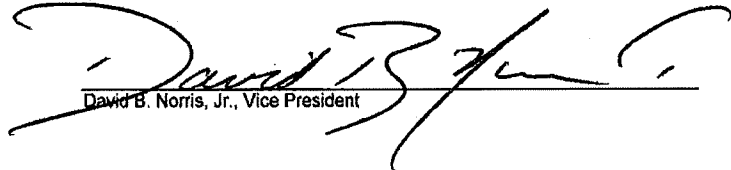
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011.**


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

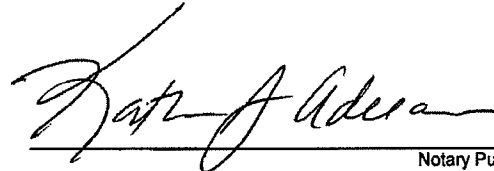
STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this **3rd** day of **June, 2019**




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com