

CONTRACT

**34278**

THIS CONTRACT is made and entered, in duplicate, as of May 11, 2016 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 May 10, 2016, by and between C.W. CROSSER CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 1250 N. Lakeview Avenue, #J, Anaheim, California 92807, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Deforest Wetlands Restoration in the City of Long Beach, California," dated March 29, 2016, 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-7055;

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-7055 for Deforest Wetlands Restoration 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 Deforest Wetlands Restoration in the City of Long Beach, California," attached hereto as Exhibit "A".

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

3. CONTRACT DOCUMENTS.

A. The Contract Documents include: The Notice Inviting Bids, Project Specifications No. R-7055 (which may include by reference the Standard Specifications for Public Works Construction, latest edition, and any supplements thereto, collectively the "Standard Specifications"); the City of Long Beach Standard Plans; Project Drawing No. C-6114 for this work; the California Code of Regulations; the various Uniform Codes applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise Program; the Citywide Project Labor Agreement; this Contract and all documents attached hereto or referenced herein including but not limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change orders issued in accordance with the Standard Specifications; any permits required and issued for the work; approved final design drawings and documents; the Information Sheet; and the Letter of Assent. These Contract Documents are incorporated herein by the above reference and form a part of this Contract.

B. Notwithstanding Section 2-5.2 of the Standard Specifications, if any conflict or inconsistency exists or develops among or between Contract Documents, the following priority shall govern: 1) Permit(s) from other public agencies; 2) Change Orders; 3) this Contract (including any and all amendments hereto); 4) Addenda (which shall include written clarifications, corrections and changes to the bid documents and other types of written notices issued prior to bid opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section

1 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
2 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
4 to be specified in a written "Notice to Proceed" from City and shall complete all work within  
5 three hundred twenty (320) working days thereafter, subject to strikes, lockouts and events  
6 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
7 damage if the work is not completed within the time stated, but those damages would be  
8 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
9 damages, the amount stated in the Contract Documents.

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

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

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

24 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
25 possession thereof to City ready for use and free and discharged from all claims for labor  
26 and materials in doing the work and shall assume and be responsible for, and shall protect,  
27 defend, indemnify and hold harmless City from and against any and all claims, demands,  
28 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or

1 damages to property, including property of City, which arises from or is connected with the  
2 performance of the work.

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

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

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

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

20 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8                   13. NOTICES.

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

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

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

25                   15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
26 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
27 without the written consent of City first had and obtained, nor will City recognize any  
28 subcontractor as such, and all persons engaged in the work of construction will be

1 considered as independent contractors or agents of Contractor and will be held directly  
2 responsible to Contractor.

3 16. CERTIFIED PAYROLL RECORDS.

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

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

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

26 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or flood  
2 or the negligence or willful misconduct of City, then Contractor shall immediately make the  
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make  
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be  
5 deducted from the amount due Contractor from City hereunder.

6 18. CONTINUATION. Termination or expiration of this Contract shall not  
7 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
8 prior to termination or expiration of this Contract.

9 19. TAXES AND TAX REPORTING.

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

18 B. Contractor shall cooperate with City in all matters relating to  
19 taxation and the collection of taxes, particularly with respect to the self-accrual of  
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
21 materials, equipment, supplies, or other tangible personal property totaling over  
22 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
23 submit to the appropriate governmental entity the form in Appendix "A" attached  
24 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
25 more, Contractor shall obtain a sub-permit from the California Board of Equalization  
26 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
27 in tangible personal property that was subject to sales or use tax in the previous  
28 calendar year.

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C. Contractor shall create and operate a buying company, as defined in State of California Board of Equalization Regulation 1699, subpart (h), in City if Contractor will purchase over \$10,000 in tangible personal property subject to California sales and use tax.

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

E. Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact the City Controller at (562) 570-6450 for assistance with the form.

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

21. AUDIT. City shall have the right at all reasonable times during performance of the work under this Contract for a period of five (5) years after final



1 completion of the work to examine, audit, inspect, review, extract information from and  
2 copy all books, records, accounts and other documents of Contractor relating to this  
3 Contract.

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

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

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

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

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

28           27. INTEGRATION. This Contract, including the Contract Documents

1 identified in Section 3 hereof, constitutes the entire understanding between the parties and  
2 supersedes all other agreements, oral or written, with respect to the subject matter herein.

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

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

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

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

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

26           C. If the Contractor fails to comply with the EBO, the City may  
27 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to  
28 become due under the Contract may be retained by the City. The City may also

1 pursue any and all other remedies at law or in equity for any breach.

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

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

10 30. PROJECT LABOR AGREEMENT. This Project is covered by a  
11 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
12 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
13 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours  
14 worked. The local hire provision requires best efforts to utilize qualified workers residing  
15 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip  
16 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
17 However, if Project work is funded in full or in part by State of California Tideland funds,  
18 then the local hire provision requires best efforts to utilize qualified workers residing within  
19 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the  
20 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to  
21 comply with the PLA.

22 31. DEFAULT. Default shall include but not be limited to Contractor's  
23 failure to perform in accordance with the Plans and Specifications, failure to comply with  
24 any Contract Document, failure to pay any penalties, fines or charges assessed against  
25 Contractor by any public agency, failure to pay any charges or fees for services performed  
26 by the City, and if Contractor has substituted any security in lieu of retention, then default  
27 shall also include City's receipt of a stop notice. If default occurs and Contractor has  
28 substituted any security in lieu of retention, then in addition to City's other legal remedies,

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

1 City shall have the right to draw on the security in accordance with Public Contract Code  
2 Section 22300 and without further notice to Contractor. If default occurs and Contractor  
3 has not substituted any security in lieu of retention, then City shall have all legal remedies  
4 available to it.

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

7  
8 C.W. CROSSER CONSTRUCTION, INC.,  
a California corporation  
9 May 23, 2016 By [Signature]  
10 Name Yu-Tien Chao  
11 Title President

12 \_\_\_\_\_, 2016 By \_\_\_\_\_  
13 Name \_\_\_\_\_  
14 Title \_\_\_\_\_

"Contractor"

15 CITY OF LONG BEACH, a municipal  
16 corporation  
17 June 16, 2016 By [Signature]  
18 City Manager  
19 Assistant City Manager  
20 "City"

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

21 This Contract is approved as to form on June 2, 2016.

22 CHARLES PARKIN, City Attorney  
23 By [Signature]  
24 Deputy  
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# EXHIBIT A

Awarded: Base bid + Additive A + Additive B + Additive C  
+ Additive D-Lines 65 & 66, and Lines 68 through 72

*C.W. Crosser Construction, Inc.*  
 BIDDER'S NAME: \_\_\_\_\_

**BID TO THE CITY OF LONG BEACH  
 DEFOREST WETLANDS RESTORATION**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on April 20, 2016, 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-7055 at the prices listed below. Bidding on all items, including Additive Bid Items, is mandatory. Specialty items, per Standard Specifications For Public Works Construction (The "Greenbook"), Section 2-3.2, are indicated with an "S". The basis for comparison of bids shall be the sum of Base Bid + Additive A + Additive B + Additive C + Additive D.

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.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	STORM WATER POLLUTION PREVENTION PLAN AND IMPLEMENTATION	1	LS	\$ 51,800. <sup>00</sup>	\$ 51,800. <sup>00</sup>
2.	OFFICE FACILITIES	1	LS	\$ 34,400. <sup>00</sup>	\$ 34,400. <sup>00</sup>
3.	SURVEY	1	LS	\$ 55,700. <sup>00</sup>	\$ 55,700. <sup>00</sup>
4.	NON-NATIVE TREE REMOVAL	1	LS	\$ 352,000. <sup>00</sup>	\$ 352,000. <sup>00</sup>
5.	PROTECT NATIVE TREES	1	LS	\$ 88,100. <sup>00</sup>	\$ 88,100. <sup>00</sup>
6.	CLEARING AND GRUBBING	1	LS	\$ 315,000. <sup>00</sup>	\$ 315,000. <sup>00</sup>
7.	DEMOLITION AND REMOVAL	1	LS	\$ 19,900. <sup>00</sup>	\$ 19,900. <sup>00</sup>
8.	LITTER AND DEBRIS REMOVAL	1	LS	\$ 63,600. <sup>00</sup>	\$ 63,600. <sup>00</sup>
9.	SOIL EXPORT AND DISPOSAL	6,642	CY	\$ 35. <sup>00</sup>	\$ 232,470. <sup>00</sup>
10.	TOPSOIL BANKING AND REPLACEMENT	4,306	CY	\$ 26. <sup>00</sup>	\$ 111,956. <sup>00</sup>
11.	UNCLASSIFIED EXCAVATION	11,197	CY	\$ 20. <sup>00</sup>	\$ 223,940. <sup>00</sup>
12.	UNCLASSIFIED FILL	4,555	CY	\$ 14. <sup>00</sup>	\$ 63,770. <sup>00</sup>
13.	EMBEDDED CONCRETE WEIR	1	EA	\$ 34,800.	\$ 34,800. <sup>00</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14.	STEP POOL GRADE CONTROL STRUCTURE	2	EA	\$16,800. <sup>00</sup>	\$33,600. <sup>00</sup>
15.	DRAINAGE BASIN	2	EA	\$1,140. <sup>00</sup>	\$2,280. <sup>00</sup>
16.	DECOMPOSED GRANITE PATHS	44,692	SF	\$3. <sup>95</sup>	\$176,533. <sup>40</sup>
17.	AGGREGATE BASE PATHS	37,228	SF	\$3. <sup>50</sup>	\$130,298. <sup>00</sup>
18.	(S) RAILED BOARDWALK, SHEET 11 OF DESIGN PLANS	1	LS	\$316,000. <sup>00</sup>	\$316,000. <sup>00</sup>
19.	POROUS BITUMINOUS ASPHALT	26,867	SF	\$7. <sup>00</sup>	\$188,069. <sup>00</sup>
20.	12' CHAIN LINK VEHICLE GATE	1	EA	\$2,000. <sup>00</sup>	\$2,000. <sup>00</sup>
21.	4' CHAIN LINK PEDESTRIAN GATE	1	EA	\$945. <sup>00</sup>	\$945. <sup>00</sup>
22.	CHAIN LINK FENCE	1,539	LF	\$18. <sup>70</sup>	\$28,779. <sup>30</sup>
23.	15-FOOT TUBULAR STEEL DRIVE GATE	1	EA	\$2,600. <sup>00</sup>	\$2,600. <sup>00</sup>
24.	4- FOOT STEEL PEDESTRIAN GATE	1	EA	\$1,600. <sup>00</sup>	\$1,600. <sup>00</sup>
25.	REPAIR EXISTING TUBULAR STEEL GATES AND FENCES	1	LS	\$5,000.00 allowance	\$5,000.00
26.	REPAIR EXISTING CHAIN LINK GATES AND FENCES	1	LS	\$5,000.00 allowance	\$5,000.00
27.	(S) 12' VEHICLE GATE - ARTISTIC (1 gate)	1	LS	\$25,600. <sup>00</sup>	\$25,600. <sup>00</sup>
28.	(S) 4' PEDESTRIAN GATE - ARTISTIC (2 gates)	1	LS	\$20,800. <sup>00</sup>	\$20,800. <sup>00</sup>
29.	TUBULAR STEEL FENCE (484 ft.)	1	LS	\$235,700. <sup>00</sup>	\$235,700. <sup>00</sup>
30.	TYPE 1 INTERPRETIVE PANEL	6	EA	\$1,200. <sup>00</sup>	\$7,200. <sup>00</sup>
31.	TYPE 2 INTERPRETIVE PANEL	2	EA	\$1,650. <sup>00</sup>	\$3,300. <sup>00</sup>
32.	MONUMENT PANEL	1	EA	\$390. <sup>00</sup>	\$390. <sup>00</sup>
33.	SINGLE POST FLAG SIGNS	3	EA	\$570. <sup>00</sup>	\$1,710. <sup>00</sup>
34.	SINGLE POST PARK RULE SIGNS	5	EA	\$580. <sup>00</sup>	\$2,900. <sup>00</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35.	ADA SIGNS	24	EA	\$ 280. <sup>00</sup>	\$ 6,720. <sup>00</sup>
36.	CAUTION SIGNS	1	EA	\$ 280. <sup>00</sup>	\$ 280. <sup>00</sup>
37.	ORAR SIGNS	12	EA	\$ 580. <sup>00</sup>	\$ 6,960. <sup>00</sup>
38.	WELDED STEEL BENCHES, 8-FT BACKLESS	5	EA	\$ 2,900. <sup>00</sup>	\$ 14,500. <sup>00</sup>
39.	WELDED STEEL BENCHES, 6-FT BACKLESS	1	EA	\$ 2,380. <sup>00</sup>	\$ 2,380. <sup>00</sup>
40.	WELDED STEEL BENCHES, 8-FT WITH BACK	2	EA	\$ 3,000. <sup>00</sup>	\$ 6,000. <sup>00</sup>
41.	TRASH RECEPTACLES	4	EA	\$ 1,500. <sup>00</sup>	\$ 6,000. <sup>00</sup>
42.	BICYCLE RACK	3	EA	\$ 1,200. <sup>00</sup>	\$ 3,600. <sup>00</sup>
43.	SEAT WALL AND MONUMENT SIGN PEDESTAL	1	LS	\$ 11,500. <sup>00</sup>	\$ 11,500. <sup>00</sup>
44.	LANDSCAPE IRRIGATION SYSTEM	546,041	SF	\$ 0.71	\$ 387,689. <sup>00</sup>
45.	DECOMPACTION AND DISCING	2.67	AC	\$ 10,100. <sup>00</sup>	\$ 26,967. <sup>00</sup>
46.	WEED GERMINATION / ERADICATION	12.48	AC	\$ 2,300. <sup>00</sup>	\$ 28,704. <sup>00</sup>
47.	(S) SOIL TESTING	1	LS	\$ 2,100. <sup>00</sup>	\$ 2,100. <sup>00</sup>
48.	(S) LOW RIPARIAN PLANTING	1.60	AC	\$ 29,300. <sup>00</sup>	\$ 46,880. <sup>00</sup>
49.	(S) HIGH RIPARIAN PLANTING	2.68	AC	\$ 27,800. <sup>00</sup>	\$ 74,504. <sup>00</sup>
50.	(S) VALLEY GRASSLAND PLANTING	0.72	AC	\$ 43,900. <sup>00</sup>	\$ 31,608. <sup>00</sup>
51.	(S) NATIVE SCRUB PLANTING	4.69	AC	\$ 39,100. <sup>00</sup>	\$ 183,379. <sup>00</sup>
52.	(S) SYCAMORE - OAK WOODLAND PLANTING	2.66	AC	\$ 21,800. <sup>00</sup>	\$ 57,988. <sup>00</sup>
53.	(S) FRESHWATER MARSH PLANTING	0.13	AC	\$ 114,000. <sup>00</sup>	\$ 14,820. <sup>00</sup>
54.	(S) WESTERN SYCAMORE, SPECIMEN (15-GAL)	17	EA	\$ 320. <sup>00</sup>	\$ 5,440. <sup>00</sup>
55.	(S) FREMONT COTTONWOOD, SPECIMEN (10-GAL)	38	EA	\$ 275. <sup>00</sup>	\$ 10,450. <sup>00</sup>



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
56.	(S) ENTRYWAY PLANTING - COMPLETE	1	LS	\$ 2,000. <sup>00</sup>	\$ 2,000. <sup>00</sup>
57.	PLAN DEVELOPMENT AND PERMIT ACQUISITION	1	LS	\$ 2,240. <sup>00</sup>	\$ 2,240. <sup>00</sup>
58.	PLAN IMPLEMENTATION AND OTHER BMPS	1	LS	\$ 26,050. <sup>00</sup>	\$ 26,050. <sup>00</sup>
59.	(S) NO PLANT ZONE MAINTENANCE	1	LS	\$ 18,500. <sup>00</sup>	\$ 18,500. <sup>00</sup>
<b>Subtotal Items 1-59:</b>				\$ 3,814,999. <sup>81</sup>	
60.	MOBILIZATION AND DEMOBILIZATION (Not to exceed 5% of sum of Items 1-59)	1	LS	\$ 175,000. <sup>00</sup>	\$ 175,000. <sup>00</sup>
<b>TOTAL BASE BID (Subtotal Items 1-59 + Item 60):</b>				\$ 3,989,999. <sup>81</sup>	

**ADDITIVE BID A – VERNAL POOLS**

61.	VERNAL POOLS	1	LS	\$ 134,100. <sup>00</sup>	\$ 134,100. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID A:</b>				\$ 134,100. <sup>00</sup>	

**ADDITIVE BID B – RAILESS BOARDWALKS**

62.	(S) RAILESS BOARDWALK, SHEET 7 OF DESIGN PLANS	1	LS	\$ 103,100. <sup>00</sup>	\$ 103,100. <sup>00</sup>
63.	(S) RAILESS BOARDWALK, SHEET 6 OF DESIGN PLANS	1	LS	\$ 92,140. <sup>00</sup>	\$ 92,140. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID B:</b>				\$ 195,240. <sup>00</sup>	

**ADDITIVE BID C – 52<sup>ND</sup> ST PARKING LOT**

64.	52ND ST PARKING LOT	1	LS	\$ 45,400. <sup>00</sup>	\$ 45,400. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID C:</b>				\$ 45,400. <sup>00</sup>	

**ADDITIVE BID D – SOUTH BASIN PLANTING**

65.	LANDSCAPE IRRIGATION SYSTEM	495,401	SF	\$ 0. <sup>71</sup>	\$ 351,734. <sup>71</sup>
66.	WEED GERMINATION / ERADICATION	11.37	AC	\$ 2,300. <sup>00</sup>	\$ 26,151. <sup>00</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
67.	(S) VALLEY GRASSLAND PLANTING	4.60	AC	\$41,000. <sup>00</sup>	\$188,600. <sup>00</sup>
68.	(S) NATIVE SCRUB PLANTING	5.63	AC	\$37,400. <sup>00</sup>	\$210,562. <sup>00</sup>
69.	(S) VERNAL POOL PLANTING	1.14	AC	\$6,100. <sup>00</sup>	\$6,954. <sup>00</sup>
70.	(S) WESTERN SYCAMORE, SPECIMENT (15-GAL)	19	EA	\$295. <sup>00</sup>	\$5,605. <sup>00</sup>
71.	(S) VALLEY OAK, SPECIMEN (15-GAL)	12	EA	\$295. <sup>00</sup>	\$3,540. <sup>00</sup>
72.	(S) FREMONT COTTONWOOD, SPECIMEN (10-GAL)	8	EA	\$250. <sup>00</sup>	\$2,000. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID D:</b>					\$795,146. <sup>71</sup>

**ADDITIVE BID E – NATIVE ENHANCEMENT PLANTING**

73.	LANDSCAPE IRRIGATION SYSTEM	189,922	SF	\$0. <sup>25</sup>	\$47,480. <sup>50</sup>
74.	(S) EXISITNG NATIVE ENHANCEMENT PLANTING	1.07	AC	\$54,111. <sup>55</sup>	\$57,899. <sup>36</sup>
75.	(S) WETLAND RIPARIAN / NATIVE ENAHNCMENT PLANTING	3.29	AC	\$19,325. <sup>55</sup>	\$63,581. <sup>06</sup>
76.	(S) WESTERN SYCAMORE, SPECIMENT (15-GAL)	4	EA	\$436. <sup>37</sup>	\$1,745. <sup>48</sup>
77.	(S) FREMONT COTTONWOOD, SPECIMEN (10-GAL)	1	EA	\$374. <sup>03</sup>	\$374. <sup>03</sup>
<b>TOTAL AMOUNT ADDITIVE BID E:</b>					\$171,080. <sup>43</sup>

**ADDITIVE BID F – LEVEE NATIVE PERENNIAL GRASS PLANTING**

78.	LANDSCAPE IRRIGATION SYSTEM	303,613	SF	\$0. <sup>43</sup>	\$130,553. <sup>59</sup>
79.	WEED GERMINATION / ERADICATION	6.97	AC	\$2,847. <sup>81</sup>	\$19,849. <sup>24</sup>
80.	(S) LEVEE NATIVE PERENNIAL GRASS	6.97	AC	\$15,848. <sup>69</sup>	\$110,465. <sup>37</sup>
<b>TOTAL AMOUNT ADDITIVE BID F:</b>					\$260,868. <sup>20</sup>

(Continued on Next Page)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
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**ADDITIVE BID G – COIR NETTING**

81.	COIR NETTING (SLOPES >=2:1)	1	LS	\$54,500. <sup>00</sup>	\$54,500. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID G:</b>					\$54,500. <sup>00</sup>

**ADDITIVE BID H – HERBIVORY PROTECTION**

82.	(S) HERBIVORY PROTECTION	1	LS	\$24,900. <sup>00</sup>	\$24,900. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID H:</b>					\$24,900. <sup>00</sup>

**ADDITIVE BID I – ADDITIONAL YEAR LANDSCAPE IRRIGATION**

83.	LANDSCAPE IRRIGATION, ADDITIONAL YEAR	1	LS	\$39,900. <sup>00</sup>	\$39,900. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID I:</b>					\$39,900. <sup>00</sup>

**ADDITIVE BID J – YEAR 4 AND 5 PLANT PERFORMANCE PERIOD**

84.	YEAR 4 AND 5 OF PLANT PERFORMANCE PERIOD	1	LS	299,300. <sup>00</sup>	\$299,300. <sup>00</sup>
<b>TOTAL AMOUNT ADDITIVE BID J:</b>					\$299,300. <sup>00</sup>

**ADDITIVE BID K – POWDER COAT FINISH**

85.	POWDER COAT FINISH OF ARTISTIC GATES AND FENCING	1	LS	\$28,000.00 allowance	\$28,000.00
<b>TOTAL AMOUNT ADDITIVE BID K:</b>					\$28,000.00

**Total of Base Bid + Additive A + Additive B + Additive C + Additive D:**

\$5,159,886.<sup>52</sup>

(Continued on Next Page)

# EXHIBIT B

Workers Compensation Certificate

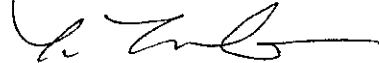
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

C.W. Crosser Construction, Inc.

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

  
\_\_\_\_\_

Title: president

Date: April 20, 2016

# 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: 9140935-15
  - B. Name of Insurer (NOT Broker): State Fund
  - C. Address of Insurer: 5880 Owens Drive, Pleasanton, CA 94588
  - D. Telephone Number of Insurer: (925) 523-5200
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): 5TB BT44113S375125
  - B. Automobile Liability Insurance Policy Number: BAA56112742
  - C. Name of Insurer (NOT Broker): American Fire and Casualty Co.
  - D. Address of Insurer: 175 Berkeley St., Boston, MA 02116
  - E. Telephone Number of Insurer: (513) 603-2400
  
- 3) Address of Property used to house workers on this Contract, if any: n/a
  
- 4) Estimated total number of workers to be employed on this Contract: 50
- 5) Estimated total wages to be paid those workers: \$1,250,000.
- 6) Dates (or schedule) when those wages will be paid: Weekly  
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: 5
  
- 8) Taxpayer's Identification Number: [REDACTED]

# EXHIBIT D

List of Subcontractors



## LIST OF SUBCONTRACTORS

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

Name <u>R J Noble</u> Address <u>15505 E. Lincoln Ave</u> City <u>Orange</u> Phone No. <u>714 637-1550</u> License No. <u>182908</u>	Type of Work <u>AC Paving</u> <del>79,480.00</del> Dollar Value of Subcontract <u>\$ 79,480</u>
--	---

Name <u>Erosion Control Application</u> Address <u>901 E. Orangeflorpe Ave</u> City <u>Anaheim</u> Phone No. <u>714-921-9848</u> License No. <u>894068</u>	Type of Work <u>Clay Lining</u> Dollar Value of Subcontract <u>\$ 86,346</u>
--	---

Name <u>John S. Meek Corp</u> Address <u>14732 S. Maple Ave.</u> City <u>Garden a</u> Phone No. <u>310-830 6323</u> License No. <u>709151</u>	Type of Work <u>Timber Piling</u> Dollar Value of Subcontract <u>\$ 687,565</u>
---	--

Name <u>Sign Group Karman</u> Address <u>9812 Independence Ave.</u> City <u>Chatsworth</u> Phone No. <u>818-998-3636</u> License No. <u>674001</u>	Type of Work <u>Sign</u> Dollar Value of Subcontract <u>\$ 28,675</u>
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Name <u>Marina Landscape</u> Address <u>1900 S. Lewis St.</u> City <u>Anaheim</u> Phone No. <u>(714) 939 6600</u> License No. <u>492862</u>	Type of Work <u>Landscape</u> Dollar Value of Subcontract <u>\$ 84,562</u>
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**LIST OF SUBCONTRACTORS**

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

Name United Fence Erectors Type of Work Fence  
Address 1042 N. Mountain Ave. #B-319  
City Upland Dollar Value of Subcontract \$ 110,167  
Phone No. 909-985-9500  
License No. 809167

Name West Pacific Concrete Type of Work Concrete Structure  
Address 6453 Fairfield St.  
City LA, CA 90022 Dollar Value of Subcontract \$ 13,500  
Phone No. 323-674-6170  
License No. 642816

Name \_\_\_\_\_ Type of Work Board Walk (C)  
Address \_\_\_\_\_  
City \_\_\_\_\_ Dollar Value of Subcontract \$  
Phone No. \_\_\_\_\_  
License No. \_\_\_\_\_

Name Treesmith Enterprises Inc Type of Work Tree Clearing  
Address 1551 N Miller St.  
City Anaheim, CA 92806 Dollar Value of Subcontract \$ 430,000  
Phone No. 714-996-6037  
License No. 802705

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

# EXHIBIT "E"

**C.W. CROSSER construction, inc.**

St. Lic. # 821697 - DIR1000012068

4770 Eureka Avenue, P.O. Box 607, Yorba Linda, CA 92885

Phone: (714) 693-9800

Fax: (714) 693-0800

May 24, 2016

PLA Administrator  
City of Long Beach  
333 West Ocean Blvd  
Long Beach, CA 90802  
Attn: PLA Administrator

Re: Project Labor Agreement - Letter of Assent  
Project: DeForest Wetlands Restoration R-7055

Dear Sir:

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

Sincerely,

C.W. Crosser Construction, Inc.,



Yu-Tien Chao  
Project Manager

# APPENDIX “A”

BOE-400-DP (FRONT) REV 2. (8-05)  
**APPLICATION FOR  
 USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY <i>C.W. Crosser Construction, Inc.</i>		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street) <i>1250 N. Lakeview Avenue, # J</i>		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE <i>Anaheim, CA 92807</i>		If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address) <i>4770 Eureka Ave., P.O. Box 607</i>		
CITY, STATE, & ZIP CODE <i>Yorba Linda, CA 92885</i>		NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

I am a county, city, city and county, or redevelopment agency. *n/a*

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

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

SIGNATURE <i>Yu-Tien Chao</i>	TITLE <i>President</i>
NAME (typed or printed) <i>Yu-Tien Chao</i>	DATE <i>May 28, 2016</i>

(See reverse side for general information and filing instructions)

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, **C.W. CROSSER CONSTRUCTION, INC., a California corporation**, as PRINCIPAL, and Merchants Bonding Company (Mutual) located at 6700 Westown Parkway, West Des Moines, IA 50266, a corporation, incorporated under the laws of the State of Iowa, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of **FOUR MILLION NINE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS (\$4,971,287)**, lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the DeForest Wetlands Restoration and is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in the work to be done, or in the services to be rendered, or in any materials or articles to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or the Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of said City ordering the payment shall have actual notice at the time the order is made that such 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 in an amount more than the amount of such premature payment.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of May, 2016.

C.W. CROSSER CONSTRUCTION, Inc.,  
a California corporation

By: [Signature]  
Name: Yu-Tien Chao  
Title: president

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 2nd day  
of JUNE, 2016.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

Merchants Bonding Company (Mutual)  
SURETY, admitted in California

By: [Signature]  
Name: Shaunna Burchfiel  
Title: Attorney-in-Fact

Telephone: (800) 678-8171

Approved as to sufficiency this 2nd day  
of JUNE, 2016.

By: [Signature]  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# CALIFORNIA ALL-PURPOSE 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 May 19th, 2016 before me, Arturo Ayala, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Shaunna Burchfiel

Name(s) of Signer(s)

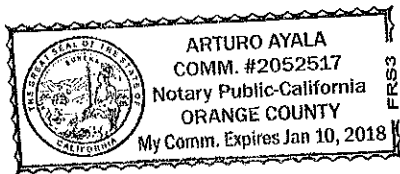
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal

Signature

Signature of Notary Public Arturo Ayala



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: Bond for Faithful Performance

Document Date: 5/19/16

Number of Pages: One

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Shaunna Burchfiel

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# CALIFORNIA ALL-PURPOSE 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 May 19th, 2016 before me, Arturo Ayala, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yu-Tien Chao

Name(s) of Signer(s)

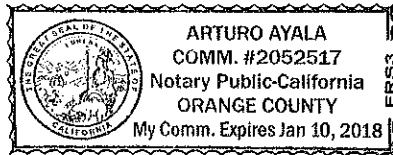
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal:

Signature

Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: Bond for Faithful Performance

Document Date: 5/19/16

Number of Pages: One

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Yu-Tien Chao

- Individual  
 Corporate Officer — Title(s): President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing:  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**Andrew Waterbury; Arturo Ayala; Daniel Huckabay; Dwight Reilly; Michael Castaneda; Shaunna Burchfiel**

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TWENTY MILLION (\$20,000,000.00) DOLLARS**

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

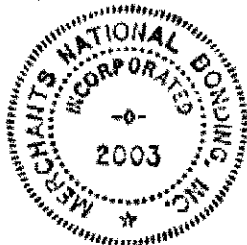
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of March, 2016.



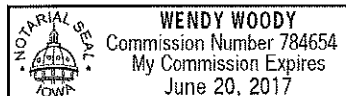
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 1st day of March, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2016.



*William Warner Jr.*  
Secretary

LABOR AND MATERIAL BOND

THE FINAL PREMIUM IS  
PREDICATED ON THE  
FINAL CONTRACT AMOUNT

KNOW ALL MEN BY THESE PRESENTS: That we, C.W. CROSSER CONSTRUCTION, INC., a California corporation, as PRINCIPAL, and Merchants Bonding Company (Mutual), located at 6700 Westown Parkway, West Des Moines, IA 50266, a corporation, incorporated under the laws of the State of Iowa, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of FOUR MILLION NINE HUNDRED SEVENTY-ONE THOUSAND TWO HUNDRED EIGHTY-SEVEN DOLLARS (\$4,971,287), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the DeForest Wetlands Restoration is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer 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 in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 19th day of May, 2016.

C.W. CROSSER CONSTRUCTION, INC.,  
a California corporation

By: [Signature]  
Name: Yu-Tien Chao  
Title: President

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 2nd day  
of June, 2016.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

Merchants Bonding Company (Mutual)  
SURETY, admitted in California

By: [Signature]  
Name: Shaunna Burchfiel  
Title: Attorney-in-Fact

Telephone: (800) 678-8171

Approved as to sufficiency this 2nd day  
of June, 2016.

By: [Signature]  
City Manager/City Engineer

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

# CALIFORNIA ALL-PURPOSE 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 May 19th, 2016 before me, Arturo Ayala, Notary Public,  
Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Shaunna Burchfiel

Name(s) of Signer(s)

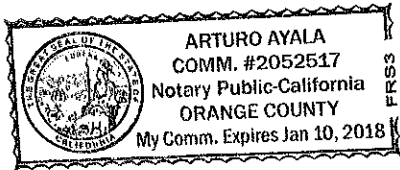
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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

Witness my hand and official seal.

Signature

Signature of Notary Public Arturo Ayala



Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of the form to another document.

### Description of Attached Document

Title or Type of Document: Labor and Material Bond

Document Date: 5/19/16

Number of Pages: One

Signer(s) Other Than Named Above: \_\_\_\_\_

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

Signer's Name: Shaunna Burchfiel

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner  Limited  General
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County of Orange }

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Date Insert Name of Notary exactly as it appears on the official seal

personally appeared Yu-Tien Chao

Name(s) of Signer(s)

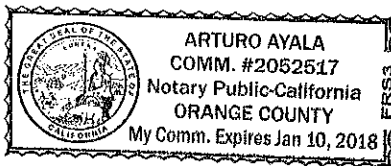
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

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Signature of Notary Public



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Signer's Name: Yu-Tien Chao

- Individual  
 Corporate Officer — Title(s): President  
 Partner  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

- Individual  
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Signer is Representing: \_\_\_\_\_

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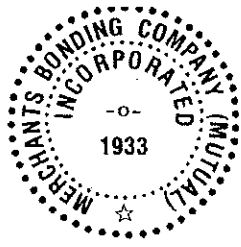
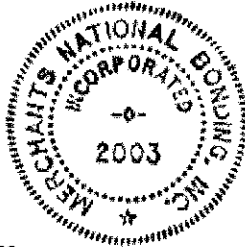
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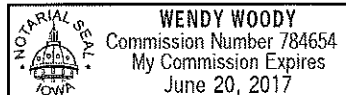
MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA  
COUNTY OF Dallas ss.

On this 1st day of March, 2016, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

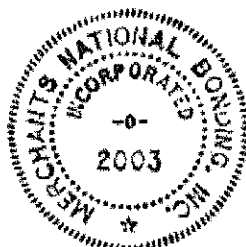


*Wendy Woody*  
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of May, 2016.



*William Warner Jr.*  
Secretary