

CONTRACT

**34811**

THIS CONTRACT is made and entered, in duplicate, as of October 19, 2017 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 October 17, 2017, by and between SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation ("Contractor"), whose address is 135 S. State College Blvd., Suite 400, Brea, California 92821, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Daisy-Myrtle Bicycle Boulevards in the City of Long Beach, California, dated May 3, 2017, 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-7080;

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-7080 for Daisy-Myrtle Bicycle Boulevards 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 Daisy-Myrtle Bicycle Boulevards in the City of Long Beach, California, attached hereto as Exhibit "A"; provided, however, that the

1 total compensation to Contractor shall not exceed the maximum cumulative amount  
2 of Three Million Nine Hundred Thirty-Two Thousand Six Hundred Forty-Four Dollars  
3 (\$3,932,644) for the estimated quantities established in the Bid, subject to additions  
4 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-7080 (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. C-6075 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 one hundred twenty (120) working days thereafter, subject to strikes, lockouts and events  
9 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
10 damage if the work is not completed within the time stated, but those damages would be  
11 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
12 damages, the 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 Board of Equalization

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

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

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

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

27 20. ADVERTISING. Contractor shall not use the name of City, its officials  
28 or employees in any advertising or solicitation for business, nor as a reference, without the



1 prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

28           26. GOVERNING LAW. This Contract shall be governed by and

1 construed pursuant to the laws of the State of California (except those provisions of  
2 California law pertaining to conflicts of laws).

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

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

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

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

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

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

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

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

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

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

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

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

SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation

OCTOBER 31, 2017

By [Signature]  
Name DENNIS GANSEN  
Title VICE PRESIDENT

\_\_\_\_\_, 2017

By CORPORATE RESOLUTION ATTACHED  
Name \_\_\_\_\_  
Title \_\_\_\_\_

"Contractor"

CITY OF LONG BEACH, a municipal corporation

11/9, 2017

By [Signature]  
City Manager

"City" Tom Modica  
Assistant City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on 11/6, 2017.

CHARLES PARKIN, City Attorney

By [Signature]  
Deputy

**CERTIFICATE OF INCUMBENCY AND RESOLUTION**

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

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

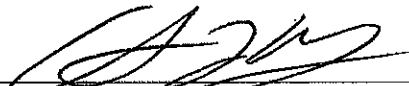
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 9, 2016, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of May 2017.

(SEAL)

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

# EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: Sully-Miller Contracting Company

**BID TO THE CITY OF LONG BEACH  
DAISY- MYRTLE BICYCLE BOULEVARDS PROJECT**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on June 28, 2017 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-7080 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.

**BASE BID Section A (Daisy-Myrtle) (Items 1 -- 57)**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1	Mobilization & Demobilization	1	LS	197,392. <sup>✓</sup> <del>157,492.00</del>	197,392. <sup>✓</sup> 157,492.60
2	Clear & Grub	1	LS	70,315. <sup>✓</sup>	70,315. <sup>✓</sup>
3	Sawcut and Remove Existing AC Pavement to Existing Soil Base	54,000	SF	2.90	156,600. <sup>✓</sup>
4	Remove Tree and/or Planter	8	Ea	2,800. <sup>✓</sup>	22,400. <sup>✓</sup>
5	Remove Existing PCC Curb Only	1,400	LF	5.35	7,490. <sup>✓</sup>
6	Remove Existing PCC Curb and Gutter	2,000	LF	10.35	20,700. <sup>✓</sup>
7	Remove Existing Sidewalk	6,200	SF	1.95	12,090. <sup>✓</sup>
8	Remove Existing Driveway	2,500	SF	2.65	6,625. <sup>✓</sup>
9	Adjust Manhole Frame and Cover to Grade	13	Ea	1,100. <sup>✓</sup>	14,300. <sup>✓</sup>
10	Adjust Water Valve and Cover or Meter Box and Cover to Grade	26	Ea	560. <sup>✓</sup>	14,560. <sup>✓</sup>
11	Adjust Gas Valve to Grade	1	Ea	1,000. <sup>✓</sup>	1,000. <sup>✓</sup>
12	Adjust Utility to Grade	5	Ea	840. <sup>✓</sup>	4,200. <sup>✓</sup>
13	Install Full Depth AC to Match Existing Finished Surface	1,600	Ton	88.90	142,240. <sup>✓</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
14	Overlay 1 1/2-2" AC Pavement on Existing Surface or Leveling Course as Needed, within Project Limits Shown on Plan	3,500	Ton	80. ✓	280,000. ✓
15	Install 4" PCC Sidewalk per SPPWC Std Plan No. 113-2 over 6" CMB	10,600	SF	5. ✓	53,000. ✓
16	Install 6" PCC Curb and Gutter per SPPWC Std Plan No. 120-2, Type A2-6 (150), over 6" CMB	3,000	LF	22.50	67,500. ✓
17	Install 6" PCC Curb per SPPWC Std Plan No. 120-2, Type A1-6 (150) over 6" CMB	6,500	LF	23.50	152,750. ✓
18	Install PCC Mountable Curb Over 6" CMB, per Mountable Curb Detail on Sheet 3.	1,850	LF	42. ✓	77,700. ✓
19	Install 6" Stamped Concrete with #4 Bar 24" O.C. Over 6" CMB	6,350	SF	14.75	93,662.50
20	Install 6" Stamped Concrete over 6" CMB (Median)	7,000	SF	12.25	85,750. ✓
21	Install ADA Compliant Pedestrian/Wheelchair Ramp Over 3" CMB Per Pedestrian Crosswalk Ramp Detail on Sheet 3	3,200	SF	8.15	26,080. ✓
22	Construct PCC Curb Ramp Per COLB Std Plan No. 122, Type as Noted	1,000	SF	12. ✓	12,000. ✓
23	Install ADA Compliant Detectable Warning (Truncated Dome)	1,700	SF	37.50	63,750. ✓
24	Construct Bioswale	3,600	Ton	108. ✓	388,800. ✓
25	Install Curb Cut for Bioswale	33	Ea	540. ✓	17,820. ✓
26	Construct Detention Basin	550	Ton	121.50	66,825. ✓
27	Install Detention Basin Extension Inlet	22	Ea	1,060. ✓	23,320. ✓



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
28	Rebuild Driveway per Modified Driveway Detail 2 on Sheet 3, per SPPWC Std Plan No. 130.	900	SF	8.30	7,470.00
29	Rebuild Driveway per COLB Std Plan No. 105, Type as Noted.	900	SF	8.30	7,470.00
30	Install 4" PVC Sleeve for Irrigation. See Landscape Plans for Details.	150	LF	11.25	1,687.50
31	Remove and Reconstruct Catch Basin per Caltrans Std Plan D74B, Type GO	1	Ea	9,793.00	9,793.00
32	Unclassified Excavation	1,200	CY	150.00	180,000.00
33	Install Crushed Miscellaneous Base (CMB)	1,750	Ton	49.00	85,750.00
34	Reconstruct Catch Basin per Detail 9.	1	Ea	7,795.00	7,795.00
35	Reconstruct Spandrel per SPPWC Std Plan No. 122.	100	SF	20.00	2,000.00
36	Relocate Existing 3" Diameter Area Drain as Shown on Plan.	2	Ea	1,925.00	3,850.00
37	Remove and Salvage Street Light Pole Including Foundation.	9	Ea	1,350.00	12,150.00
38	Bike Detector Modification at Daisy Ave and 6th Street Intersection	1	LS	2,575.00	2,575.00
39	Bike Detector Modification at Daisy Ave and 7th Street Intersection	1	LS	2,575.00	2,575.00
40	Bike Detector Modification at Magnolia Avenue and Anaheim Street Intersection	1	LS	4,275.00	4,275.00
41	Bike Detector Modification at Long Beach Boulevard and Bixby Road Intersection	1	LS	4,250.00	4,250.00
42	Bike Detector Modification at Atlantic Avenue and 52nd Street Intersection	1	LS	8,950.00	8,950.00

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
43	Traffic Signal Modification at Myrtle Avenue and Artesia Boulevard Intersection	1	LS	80,000. ✓	80,000. ✓
44	Warning Beacon at Linden Avenue and San Antonio Drive Intersection	1	LS	58,500. ✓	58,500. ✓
45	Install Traffic Signal at Daisy Avenue and Willow Street Intersection	1	LS	210,000. ✓	210,000. ✓
46	Remove Existing Pull Box	5	Ea	125. ✓	625. ✓
47	Adjust Pull Box to Grade	2	Ea	2,200. ✓	4,400. ✓
48	Install LED Type Street Light with 250W Equivalent with Photocell.	14	Ea	5,300. ✓	74,200. ✓
49	Install New Pull Box.	35	Ea	280. ✓	9,800. ✓
50	Install Street Light Conduit	850	LF	40. ✓	34,000. ✓
51	Wayfinding Signage	1	LS	53,000. ✓	53,000. ✓
52	Wayfinding Striping	1	LS	35,800. ✓	35,800. ✓
53	Striping, Markings, and Markers	1	LS	143,500. ✓	143,500. ✓
54	Signage	1	LS	20,200. ✓	20,200. ✓
55	Irrigation System	1	LS	391,715. ✓	391,715. ✓
56	Landscape Planting	1	LS	280,000. ✓	280,000. ✓
57	Changeable Message Signs	8	LS	13,900. ✓	111,200. ✓

**TOTAL BASE BID for Section A (Items 1 - 57)**

3,926,400. ✓

**ADDITIVE A to Section A (Item 58)**

58	Brick Pavers	13,300	SF	<del>25</del> 22. ✓	<del>332,500.</del> 292,600. ✓
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**TOTAL ADDITIVE A:** ~~332,500. ✓~~ 292,600. ✓

**TOTAL BASE BID + ADDITIVE A for Section A:**

4,219,000. ✓

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

The following information will be used for statistical analysis only.

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

Is the Bidder a Women-Owned Business? No

Is the Bidder a Certified DBE? No If yes, Certification No \_\_\_\_\_

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

PlanetBids

(Continued on Next Page)

# EXHIBIT B

Workers Compensation Certificate

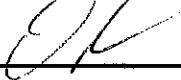
**WORKERS' COMPENSATION CERTIFICATION**

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:

Sully-Miller Contracting Company

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

  
\_\_\_\_\_

Title: Dennis Gansen, Vice President

Date: June 22, 2017

# EXHIBIT C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: WC7-631-004125-655
  - B. Name of Insurer (NOT Broker): Liberty Mutual Group
  - C. Address of Insurer: 1133 Avenue of America, New York, NY 10036
  - D. Telephone Number of Insurer: 800/227-9887 X 443
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): Various
  - B. Automobile Liability Insurance Policy Number: ASZ-631-004125-675
  - C. Name of Insurer (NOT Broker): Liberty Mutual Group
  - D. Address of Insurer: 1133 Avenue of America, New York NY 10036
  - E. Telephone Number of Insurer: 800/227-9887 X 443
  
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
N/A
  
- 4) Estimated total number of workers to be employed on this Contract: TBD
  
- 5) Estimated total wages to be paid those workers: TBD
  
- 6) Dates (or schedule) when those wages will be paid: Weekly for Union Workers  
Bi-Weekly for Non-Union Workers  
(Describe schedule: For example, weekly or every other week or monthly)
  
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
TBD
  
- 8) Taxpayer's Identification Number: ██████████

# EXHIBIT D

List of Subcontractors



## LIST OF SUBCONTRACTORS

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

Name	<u>CL Survey</u>	Type of Work	<u>Survey</u>
Address	<u>1269 Penona Rd #108</u>		
City	<u>Corona CA</u>	Dollar Value of Subcontract	<u>\$37,000.-</u>
Phone No.	<u>909 484 4200</u>		
License No.	<u>LS 8231</u>	DIR Registration No.	<u>1000007166</u>
Name	<u>Granstrom Masonry</u>	Type of Work	<u>Pavers</u>
Address	<u>Po Box 7041</u>		
City	<u>Terrance CA</u>	Dollar Value of Subcontract	<u>\$27,650.-</u>
Phone No.	<u>310 327 2527</u>		
License No.	<u>629489</u>	DIR Registration No.	<u>1000004794</u>
Name	<u>Kato Landscape</u>	Type of Work	<u>Landscape, Irrigation</u>
Address	<u>18182 Bushard St</u>		
City	<u>Fountain Valley</u>	Dollar Value of Subcontract	<u>\$912,750.-</u>
Phone No.	<u>714 963 4615</u>		
License No.	<u>806122</u>	DIR Registration No.	<u>1000000086</u>
Name	<u>Superior Pavement Markings</u>	Type of Work	<u>Striping, Marking</u>
Address	<u>5312 Cypress St</u>		
City	<u>Cypress CA</u>	Dollar Value of Subcontract	<u>\$206,000.-</u>
Phone No.	<u>714 995 9100</u>		
License No.	<u>776306</u>	DIR Registration No.	<u>1000001476</u>
Name	<u>Dyna Electric</u>	Type of Work	<u>Electrical</u>
Address	<u>4462 Corp. Str. Dr</u>		
City	<u>Los Alamitos CA</u>	Dollar Value of Subcontract	<u>\$470,597.-</u>
Phone No.	<u>714 828 7000</u>		
License No.	<u>SS0173</u>	DIR Registration No.	<u>1000001129</u>

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

**SECTION II - MULTIPLE BUSINESS LOCATIONS**

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

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

**SECTION III - CERTIFICATION STATEMENT**

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

*(See reverse side for general information and filing instructions)*

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

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

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

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

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

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

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

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

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

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

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

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



- Company Profile
- Company Search
- Company Search Results
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information
- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies
- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

**COMPANY PROFILE**

**Company Information**

**LIBERTY MUTUAL INSURANCE COMPANY**

175 BERKELEY ST  
 BOSTON, MA 02116  
 800-526-1547

**Old Company Names**

**Effective Date**

**Agent For Service**

KARISSA LOWRY  
 2710 GATEWAY OAKS DRIVE  
 SUITE 150N  
 SACRAMENTO CA 95833

**Reference Information**

NAIC #:	23043
California Company ID #:	1022-3
Date Authorized in California:	08/30/1929
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MASSACHUSETTS

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**NAIC Group List**

NAIC Group #: 0111 LIBERTY MUT GRP

**Lines Of Business**

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS

PLATE GLASS  
SPRINKLER  
SURETY  
TEAM AND VEHICLE  
WORKERS' COMPENSATION

[back to top](#)

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**PERFORMANCE BOND  
(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

Daisy-Myrtle Bicycle Boulevards, as described in Specification No.: R-7080, Addenda/Addendum No. \_\_\_\_\_ and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Liberty Mutual Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of **Three Million Nine Hundred Twenty-Six Thousand Four Hundred Dollars (\$3,926,400)** 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 Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige'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 27th day of October, 2017.

Liberty Mutual Insurance Company  
By: Jenny Rose Phothirath  
Surety Name  
Signature  
Name: Jenny Rose Phothirath  
Printed Name  
Title: Witness  
Address: 8044 Montgomery Road, STe 150E  
Cincinnati, OH 45236  
Telephone: 1-513-792-1861

SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation  
By: Dennis Gansen  
Signature  
Name: DENNIS GANSEN  
Printed Name  
Title: VICE PRESIDENT  
By: CORPORATE RESOLUTION ATTACHED  
Signature  
Name:  
Printed Name  
Title:

Aiza Lopez  
Attorney-in-Fact  
Signature

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

November 6, 2017 November 3, 2017

Approved as to form.  
CHARLES PARKIN, City Attorney  
By: Charles Parkin  
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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Orange )

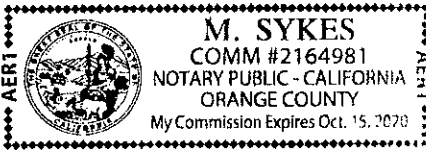
On November 1, 2017 before me, M. Sykes, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Dennis Gansen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature M. Sykes  
Signature of Notary Public  
**M. Sykes, Notary Public**

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bond for Faithful Performance Document Date: October 27, 2017  
Number of Pages: 1 Signer(s) Other Than Named Above: Aiza Lopez, Attorney-in-Fact

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

Signer's Name: Dennis Gansen  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company

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

ACKNOWLEDGEMENT OF SURETY

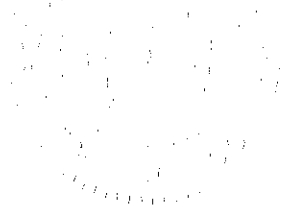
STATE OF **Connecticut**  
COUNTY OF **Hartford**

On this 27<sup>th</sup> day of **October, 2017**, before me personally came **Aiza Lopez**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Liberty Mutual Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.



**Notary Public, Aimee Perondine**

**AIMEE PERONDINE**  
**NOTARY PUBLIC - CT 174145**  
MY COMMISSION EXPIRES MAY 31, 2022



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7870330

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Brian Peters; Cayel Dixon-Rubeor; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Kerl Ann Smith; Michelle Anne McMahon; Noah William Pierce; Saykham Chanthasone; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2017.



The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company  
By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV -- OFFICERS** -- Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII** -- Execution of Contracts -- SECTION 5: Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** -- The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** -- By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CERTIFICATE OF INCUMBENCY AND RESOLUTION**

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<b><u>TITLE</u></b>	<b><u>NAME</u></b>
Chairman Of The Board	John Harrington
President	John Harrington
Vice President, CFO & Treasurer	Christian Ransinangue
Vice President of Operations	William Joseph Thomas Boyd
Vice President	Scott Bottomley
Vice President	Dennis Gansen
Secretary	Anthony L. Martino II
Assistant Secretary	Raymond Sanchez


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 9, 2016, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

**“BID TENDERS: GENERAL**

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of May 2017.

(SEAL)

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

Issued in Duplicate

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

Payment Bond  
No. 014075660  
Premium Included on  
Performance Bond

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows:

**Daisy-Myrtle Bicycle Boulevards**, as described in Specifications R-7080, Addenda/Addendum No. \_\_\_\_\_ and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Liberty Mutual Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Three Million Nine Hundred Twenty-Six Thousand Four Hundred Dollars (\$3,926,400)** 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.

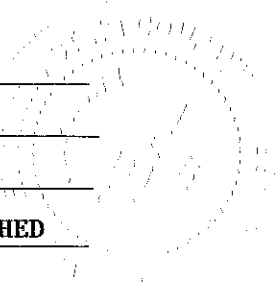
This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

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 27th day of October, 2017.

Liberty Mutual Insurance Company  
By: Jenny Rose Phothisath  
Surety Name  
Signature  
Name: Jenny Rose Phothisath  
Printed Name  
Title: Witness  
Address: 8044 Montgomery Road, Ste 150E  
Cincinnati, OH 45236  
Telephone: 1-513-792-1861

SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation  
By: [Signature]  
Signature  
Name: DENNIS GANSEN  
Printed Name  
Title: VICE PRESIDENT  
By: CORPORATE RESOLUTION ATTACHED  
Signature  
Name: \_\_\_\_\_  
Printed Name  
Title: \_\_\_\_\_



Aiza Lopez  
Attorney-in-Fact  
[Signature]  
Signature

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

November 6, 2017

November 3, 2017

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 ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

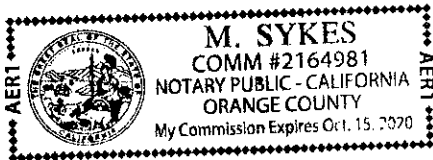
State of California )  
County of Orange )

On November 1, 2017 before me, M. Sykes, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Dennis Gansen  
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature M. Sykes  
Signature of Notary Public  
**M. Sykes, Notary Public**

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Labor and Material Bond Document Date: October 27, 2017  
Number of Pages: 1 Signer(s) Other Than Named Above: Aiza Lopez, Attorney-in-Fact

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


Signer's Name: Dennis Gansen  
 Corporate Officer — Title(s): Vice President  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: Sully-Miller Contracting Company

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

ACKNOWLEDGEMENT OF SURETY

STATE OF **Connecticut**  
COUNTY OF **Hartford**

On this 27<sup>th</sup> day of **October, 2017**, before me personally came **Aiza Lopez**, to me known, who, by me duly sworn, did depose and say that he/she is the attorney-in-fact of the **Liberty Mutual Insurance Company** that he/she knows the seal of the corporation; that the seal affixed to the said instrument is such company seal; that it was so affixed by order of the Board of Directors of said company and that he/she signed his/her name thereto by like order.

  
Notary Public, Aimee Perondine

**AIMEE PERONDINE**  
**NOTARY PUBLIC - CT 174145**  
MY COMMISSION EXPIRES MAY 31, 2022





**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7870331

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

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"); pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Aimee R. Perondine; Aiza Lopez; Brian Peters; Cavel Dixon-Rubeor; Danielle D. Johnson; Donna M. Planeta; Joshua Sanford; Keri Ann Smith; Michelle Anne McMahon; Noah William Pierce; Saykham Chanthasone; Stacy Rivera; Stephani A. Trudeau

all of the city of Hartford, state of CT, each individually if there be more than one named; its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 22nd day of August, 2017



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

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 22nd day of August, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Upper Merion Twp., Montgomery County  
My Commission Expires March 28, 2021  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS** – Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

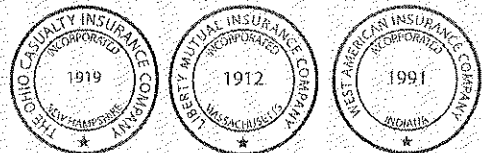
**ARTICLE XIII – Execution of Contracts** – SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 27th day of October, 2017



By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CERTIFICATE OF INCUMBENCY AND RESOLUTION**

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

**TITLE**

Chairman Of The Board  
President  
Vice President, CFO & Treasurer  
Vice President of Operations  
Vice President  
Vice President  
Secretary  
Assistant Secretary

**NAME**

John Harrington  
John Harrington  
Christian Ransinangue  
William Joseph Thomas Boyd  
Scott Bottomley  
Dennis Gansen  
Anthony L. Martino II  
Raymond Sanchez


I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 9, 2016, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

**“BID TENDERS: GENERAL**

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 2nd day of May 2017.

(SEAL)

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