

CONTRACT

35239

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3 THIS CONTRACT is made and entered, in duplicate, as of April 29, 2019 for
4 reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting held on April 23, 2019, by and between ALL AMERICAN
6 ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street,
7 Pomona, California 92879, and the CITY OF LONG BEACH, a municipal corporation
8 ("City").

9 WHEREAS, pursuant to a Notice Inviting Bids for Annual Contract for Major
10 and Secondary Highway (Arterial) Improvements in the City of Long Beach, California,
11 dated September 12, 2018, and published by City, bids were received, publicly opened
12 and declared on the date specified in said Notice; and

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

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

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the
20 work described in Project Plans and Specifications No. R-7131 for the Annual Contract for
21 Major and Secondary Highway (Arterial) Improvements in the City of Long Beach,
22 California, said work to be performed according to the Contract Documents identified
23 below. However, this Contract is intended to provide to City complete and finished work
24 and, to that end, Contractor shall do everything necessary to complete the work, whether
25 or not specifically described in the Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and
28 work identified in Contractor's Bid for Annual Contract for Major and Secondary

1 Highway (Arterial) Improvements in the City of Long Beach, California, attached
2 hereto as Exhibit "A"; provided, however, that the total compensation to Contractor
3 shall not exceed an annual amount of Ten Million Dollars (\$10,000,000) during the
4 term of this Contract.

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

8 3. CONTRACT DOCUMENTS.

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

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

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

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

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

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

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

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

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

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

11 13. NOTICES.

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

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

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

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

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

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12 19. TAXES AND TAX REPORTING.

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

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

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

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

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

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

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

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

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

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

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

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

1 Documents.

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

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

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

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

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

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

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

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

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

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

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

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long 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.

ALL AMERICAN ASPHALT, a California corporation

May 8, 2019

By [Signature]
Name Edward J. Carlson
Title Vice President

May 8, 2019

By [Signature]
Name Michael Farbas
Title Secretary

Tom Modica
Assistant City Manager

"Contractor"

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

CITY OF LONG BEACH, a municipal corporation

May 23, 2019

By [Signature]
City Manager

"City"

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

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Riverside

On 05/08/2019 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

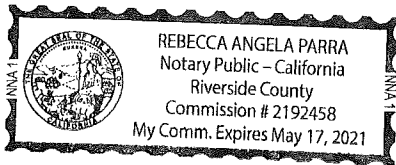
personally appeared Edward J. Carlson and Michael Farkas
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rebecca Angela Parra
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Contract

Document Date: 04/23/2019 Number of Pages: Twelve (12)

Signer(s) Other Than Named Above: City of Long Beach

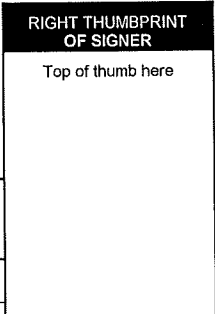
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

- Individual
- Corporate Officer – Title(s): Vice President
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt



Signer's Name: Michael Farkas

- Individual
- Corporate Officer – Title(s): Secretary
- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:

All American Asphalt

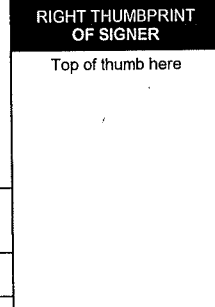


EXHIBIT A

Awarded: Whole Bid

Bid Line Item 603 of Addendum 2 for Long Beach Airport to be corrected to \$7.50 from \$45. Contractor acknowledges mistake and agrees with new price.

BIDDER'S NAME: All American Asphalt

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

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on February 28 2019, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7131 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1.	Adjust City Manhole Frame & Cover	1 or more	EA	850 [Ⓢ] 750-
2.	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	EA	1500-
3.	Reconstruct Manhole Frame & Cover	1 or more	EA	1500-
4.	Recoat Epoxy-lined Manholes	1 or more	EA	2000-
5.	Manhole Step	1 or more	EA	25-
6.	Adjust Water Valve Box & Cover and Meter Box & Cover	1 or more	EA	350-
7.	Reconstruct Water Valve Box & Cover	1 or more	EA	800-
8.	Adjust Gas Valve Box & Cover	1 or more	EA	350-
9.	Replace Pull Box # 3	1 or more	EA	350-
10.	Replace Pull Box # 5	1 or more	EA	350-
11.	Replace Pull Box # 6	1 or more	EA	450-

ADDENDUM NO. 2
C-1

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

R-7131
Division C - Bid Documents

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
12.	Furnish and Install Traffic Signal Pull Box # 3	1 or more	EA	420-
13.	Furnish and Install Traffic Signal Pull Box # 5	1 or more	EA	825-
14.	Furnish and Install Traffic Signal Pull Box # 6	1 or more	EA	950-
15.	Install Survey Monument Type C with Casting & Cover	1 or more	EA	800-
16.	Install Survey Monument Casting & Cover	1 or more	EA	800-
17.	Adjust Survey Monument Casting & Cover	1 or more	EA	450-
18.	Construct Survey Benchmark Type I per CLB Standard Plan No. 203	1 or more	EA	450-
19.	Construct Spike and Washer per CLB Standard Plan No. 206	1 or more	EA	450-
20.	Construct Survey Ties per CLB Standard Plan No. 205	1 or more	EA	450-
21.	Survey Monument, Apparent Property Corner or Prolongation to be tied out prior to construction and submitted as a corner record	1 or more	EA	450-
22.	Construct Survey Ties per CLB Standard Plan No. 207 (pending)	1 or more	EA	450-
23.	Install Survey Bench Mark, Type 1	1 or more	EA	450-
24.	Install Spike & Washer and/or ties	1 or more	EA	450-
25.	Curb Drain	1 or more	EA	250-
26.	Concrete Removal	0.5 to 5.0	CY	500-
27.		5.1 to 10.0	CY	500-
28.		10.1 to 50.0	CY	350-
29.		50.1 to 100.0	CY	300-
30.		100.1 or more	CY	148-
31.	Bituminous Pavement Removal	0.5 to 5.0	CY	500-
32.		5.1 to 10.0	CY	500-
33.		10.1 to 50.0	CY	300-

ADDENDUM NO. 2

C-2

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
34.		50.1 to 100.0	CY	150-
35.		100.1 or more	CY	110-
36.	Cold Milling Asphalt Concrete Pavement, 2.0" Average Depth	500 to 1,000	SY	20-
37.		1,001 to 2,000	SY	15-
38.		2,001 to 3,000	SY	7.20 ^{EC} 6.50
39.		3,001 or more	SY	4.84 ^{EC} 4.50
40.		Cold Milling Asphalt Concrete Pavement, 3.0" Average Depth	500 to 1,000	SY
41.	1,001 to 2,000		SY	17-
42.	2,001 to 3,000		SY	8.25
43.	3,001 or more		SY	5.50
44.	Unclassified Excavation		1 to 10	CY
45.		11 to 50	CY	500-
46.		51 to 100	CY	110-
47.		101 or more	CY	85-
48.	Root Shaving	50 to 100	SF	10-
49.		101 to 500	SF	8-
50.		501 to 1,000	SF	5-
51.		1,001 or more	SF	4.20
52.	Root Pruning, 14" Deep Curb Side	10 to 100	LF	40-
53.		101 to 500	LF	30-
54.		501 to 1,000	LF	30-
55.		1,001 or more	LF	33-
56.	Root Pruning, 26" Deep Curb Side	10 to 100	LF	45-
57.		101 to 500	LF	50-
58.		501 or 1,000	LF	40-

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
59.		1,001 or more	LF	40-
60.	Tree Pruning	1 to 10	EA	425-
61.		11 or more	EA	400-
62.	Tree Removal up to 24" diameter trunk	1 or more	EA	1800-
63.	Tree Removal up to 25" to 36" diameter trunk	1 or more	EA	3500-
64.	Imported Borrow	1 to 10	CY	100-
65.		11 to 50	CY	80-
66.		51 or more	CY	50-
67.	Slurry Backfill- 2 sack	1 to 5	CY	170-
68.		6 to 10	CY	170-
69.		11 to 30	CY	170-
70.		31 or more	CY	170-
71.	Crushed Miscellaneous Base, 6" Thick under PCC Improvements	1 to 500	SF	4-
72.		501 to 1,000	SF	4-
73.		1,001 to 2,000	SF	3.50
74.		2,001 or more	SF	1.25
75.	Crushed Miscellaneous Base	1 to 50	CY	40-
76.		51 to 100	CY	40-
77.		101 to 200	CY	40-
78.		201 to 500	CY	40-
79.		501 or more	CY	20-
80.	Crack Preparation	100 to 500	LF	3-
81.		501 to 1,000	LF	3-
82.		1,001 to 3,000	LF	3-
83.		3,001 to 5,000	LF	2.50

ADDENDUM NO. 2

C-4

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
84.		5,001 or more	LF	2.50
85.	Asphalt Concrete Pavement	1 to 100	Ton	140-
86.		101 to 500	Ton	140-
87.		501 to 1,000	Ton	94-
88.		1,001 to 1,500	Ton	94-
89.		1,501 to 2,000	Ton	93-
90.		2,001 to 3,000	Ton	92-
91.		3,001 or more	Ton	93 ^{EO} 90-
92.		Asphalt Rubber Pavement	1 to 100	Ton
93.	101 to 500		Ton	153-
94.	501 to 1,000		Ton	101-
95.	1,001 to 1,500		Ton	101-
96.	1,501 to 2,000		Ton	101-
97.	2,001 to 3,000		Ton	95-
98.	3,001 or more		Ton	92 ^{EO} 87-
99.	Asphalt Concrete Curb		1 to 2,000	LF
100.		2,001 or more	LF	15-
101.	Slurry Seal – Emulsion Aggregate Slurry (EAS), Type I	1 to 10	ELT	600-
102.		11 to 50	ELT	550-
103.		51 to 100	ELT	450-
104.		101 or more	ELT	350-
105.	Slurry Seal – Emulsion Aggregate Slurry (EAS), Type II	1 to 10	ELT	605-
106.		11 to 50	ELT	555-
107.		51 to 100	ELT	455-
108.		101 or more	ELT	355-

ADDENDUM NO. 2
C-5

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
109.	Slurry Seal – Rubberized Emulsion Aggregate Slurry (REAS), Type I	1 to 10	ELT	4617-
110.		11 to 50	ELT	1042-
111.		51 to 100	ELT	1139-
112.		101 or more	ELT	1139-
113.	Slurry Seal – Rubberized Emulsion Aggregate Slurry (REAS), Type II	1 to 10	ELT	4057-
114.		11 to 50	ELT	1512-
115.		51 to 100	ELT	1084-
116.		101 or more	ELT	1084-
117.	Slurry Seal – Rubberized Polymer Modified Slurry Surface Mix with Chandler 2% (RPMS), Type I or approved equal	1 to 10	ELT	600-
118.		11 to 50	ELT	550-
119.		51 to 100	ELT	450-
120.		101 or more	ELT	350-
121.	Slurry Seal – Rubberized Polymer Modified Slurry Surface Mix with Chandler 2% (RPMS), Type II or approved equal	1 to 10	ELT	605-
122.		11 to 50	ELT	555-
123.		51 to 100	ELT	455-
124.		101 or more	ELT	355-
125.	Crack Seal	100 to 500	LF	7-
126.		501 to 1,000	LF	7-
127.		1,001 to 3,000	LF	3-
128.		3,001 to 5,000	LF	2-
129.		5,001 or more	LF	1-
130.	Stamped Concrete	1 to 100	SF	25-
131.		101 to 400	SF	25-
132.		401 to 1,000	SF	25-
133.		1,001 to 2,000	SF	18-

ADDENDUM NO. 2

C-6

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
134.		2,001 or more	SF	18-
135.	PCC Pavement, 6" Thick	1 to 100	SF	40-
136.		101 to 400	SF	40-
137.		401 to 1,000	SF	30-
138.		1,001 to 2,000	SF	8-
139.		2,001 to 3,000	SF	8-
140.		3,001 or more	SF	8-
141.		PCC Pavement, 8" Thick	1 to 100	SF
142.	101 to 400		SF	40-
143.	401 to 1,000		SF	40-
144.	1,001 to 2,000		SF	15-
145.	2,001 to 3,000		SF	12-
146.	3,001 or more		SF	11-
147.	PCC Alley Entrance, 6" Thick		1 to 100	SF
148.		101 to 400	SF	40-
149.		401 to 1,000	SF	10-
150.		1,001 to 2,000	SF	8-
151.		2,001 or more	SF	7-
152.	Type "E" Joint Sealant	20 or more	LF	10-
153.	PCC Curb, SPPWC Type A1-6, A1-8, A1 Integral, C1-6, or C1-8	1 to 50	LF	80-
154.		51 to 100	LF	80-
155.		101 to 400	LF	45-
156.		401 to 1,000	LF	35-
157.		1,001 to 2,000	LF	22-
158.		2,001 or more	LF	22-

ADDENDUM NO. 2
C-7

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
159.	PCC Curb & Gutter, SPPWC Type A2, W=1.5'	1 to 50	LF	85-
160.		51 to 100	LF	80-
161.		101 to 400	LF	70-
162.		401 to 1,000	LF	45-
163.		1,001 to 2,000	LF	42-
164.		2,001 or more	LF	32-
165.	PCC Curb & Gutter, SPPWC Type A2, W=2.0'	1 to 50	LF	90-
166.		51 to 100	LF	85-
167.		101 to 400	LF	60-
168.		401 to 1,000	LF	45-
169.		1,001 to 2,000	LF	40-
170.		2,001 or more	LF	34-
171.	PCC Curb & Gutter, SPPWC Type A2, W=7.0'	1 to 50	LF	150-
172.		51 to 100	LF	150-
173.		101 to 400	LF	128-
174.		401 to 1,000	LF	126-
175.		1,001 to 2,000	LF	73-
176.		2,001 or more	LF	65-
177.	PCC Bus Stop Street Pad, 10" Thick	1 to 700	SF	25-
178.		701 to 1,400	SF	18-
179.		1,401 to 2,100	SF	15-
180.		2,101 to 2,800	SF	15-
181.		2,801 or more	SF	14-
182.	PCC Cross Gutter, 8" Thick	1 to 50	SF	40-
183.		51 to 100	SF	40-

ADDENDUM NO. 2
C-8

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
184.		101 to 400	SF	40-
185.		401 to 1,000	SF	15-
186.		1,001 to 2,000	SF	11-
187.		2,001 or more	SF	10-
188.	PCC Sidewalk, 3" Thick	1 to 50	SF	40-
189.		51 to 100	SF	40-
190.		101 to 400	SF	35-
191.		401 to 1,000	SF	25-
192.		1,001 to 2,000	SF	13-
193.		2,001 or more	SF	5.25
194.		Curb Ramps, Case A	1 to 4	EA
195.	5 to 10		EA	2800-
196.	11 to 15		EA	2800-
197.	16 or more		EA	2800-
198.	Curb Ramps, Case C	1 to 4	EA	2800-
199.		5 to 10	EA	2800-
200.		11 to 15	EA	2800-
201.		16 or more	EA	2800-
202.	Curb Ramps, Case D	1 to 4	EA	2800-
203.		5 to 10	EA	2800-
204.		11 to 15	EA	2800-
205.		16 or more	EA	2800-
206.	Curb Ramps, Case E	1 to 4	EA	2800-
207.		5 to 10	EA	2800-
208.		11 to 15	EA	2800-

ADDENDUM NO. 2
C-9

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
209.		16 or more	EA	2800-
210.	Curb Ramp Detectable Warning Surface	10 to 50	SF	75-
211.		51 to 500	SF	60-
212.		501 or more	SF	50-
213.	PCC Driveway, 4" Thick	1 to 50	SF	40-
214.		51 to 100	SF	40-
215.		101 to 400	SF	25-
216.		401 to 1,000	SF	10-
217.		1,001 to 2,000	SF	6-
218.		2,001 or more	SF	6-
219.	PCC Driveway, 6" Thick	1 to 50	SF	40-
220.		51 to 100	SF	40-
221.		101 to 400	SF	20-
222.		401 to 1,000	SF	10-
223.		1,001 to 2,000	SF	7-
224.		2,001 or more	SF	7-
225.	Storm Drain – 18" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	175-
226.		101 or more	LF	125-
227.	Storm Drain – 18" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	180-
228.		101 or more	LF	134-
229.	Storm Drain – 24" RCP, D-1750, 2.0' to 4.9' deep	6 to 100	LF	185-
230.		101 or more	LF	146-
231.	Storm Drain – 24" RCP, D-1750, 5.0' to 10.0' deep	6 to 100	LF	216-
232.		101 or more	LF	152-
233.	Local Depression Case A	100 to 500	SF	40-

ADDENDUM NO. 2
C-10

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
234.		501 to 1,000	SF	40-
235.		1,001 to 1,500	SF	40-
236.		1,501 or more	SF	40-
237.	Local Depression Case B	100 to 500	SF	40-
238.		501 to 1,000	SF	40-
239.		1,001 to 1,500	SF	40-
240.		1,501 or more	SF	40-
241.	Local Depression Case C	100 to 500	SF	40-
242.		501 to 1,000	SF	40-
243.		1,001 to 1,500	SF	40-
244.		1,501 or more	SF	40-
245.	Local Depression Case E	100 to 500	SF	40-
246.		501 to 1,000	SF	40-
247.		1,001 to 1,500	SF	40-
248.		1,501 or more	SF	40-
249.	Storm Drain 42" Manhole per Standard Plan SPPWC-321, 5.0' to 10.0' deep	1 or more	EA	5700-
250.	Storm Drain Concrete Collar per Standard Plan SPPWC-332	1 or more	EA	1100-
251.	Weakened Plane Joint Dowel	10 or more	EA	25-
252.	Topsoil, Class "A"	1 to 10	CY	75-
253.		11 to 50	CY	58-
254.		51 to 100	CY	55-
255.		101 or more	CY	55-
256.	Tree Planting, 15 Gallon Tree Rhus lancea/ African Sumac	1 to 5	EA	288-
257.		6 or more	EA	145-

ADDENDUM NO. 2
C-11

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
258.	Tree Planting, 15 Gallon Tree Tabebuia Avellanedae / Lavender Trumpet Tree	1 to 5	EA	288-
259.		6 or more	EA	145-
260.	Tree Planting, 15 Gallon Tree Tristania Conferta / Brisbane Box	1 to 5	EA	288-
261.		6 or more	EA	144-
262.	Tree Planting, 15 Gallon Tree Ullmas Parvifolia / Chinese Elm	1 to 5	EA	288-
263.		6 or more	EA	144-
264.	Tree Planting, 15 Gallon Tree Geijera Parviflora / Australian Willow	1 to 5	EA	288-
265.		6 or more	EA	144-
266.	Tree Planting, 24" Box Tree Rhus Lancea / African Sumac	1 to 5	EA	900-
267.		6 or more	EA	460-
268.	Tree Planting, 24" Box Tree Tabebuia Avellanedae / Lavender Trumpet Tree	1 to 5	EA	900-
269.		6 or more	EA	460-
270.	Tree Planting, 24" Box Tree Tristania Conferta / Brisbane Box	1 to 5	EA	900-
271.		6 or more	EA	4500-
272.	Tree Planting, 24" Box Tree Ullmas Parvifolia / Chinese Elm	1 to 5	EA	900-
273.		6 or more	EA	460-
274.	Tree Planting, 24" Box Tree Geijera Parviflora / Australian Willow	1 to 5	EA	900-
275.		6 or more	EA	460-
276.	Lawn Sodding	100 to 500	SF	5-
277.		501 or more	SF	2.50
278.	4" Reflectorized Paint Traffic Striping	1 to 100	LF	3.65
279.		101 to 500	LF	3.04
280.		501 to 1,000	LF	2.43
281.		1,001 or more	LF	1.46
282.	4" Reflectorized Paint Traffic Striping,	1 to 100	LF	3.65

ADDENDUM NO. 2
C-12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
283.	Including Raised Pavement Markers (RPM's)	101 to 500	LF	3.04
284.		501 to 1,000	LF	2.43
285.		1,001 or more	LF	1.46
286.	4" Thermoplastic Traffic Striping	1 to 100	LF	9.72
287.		101 to 500	LF	4.86
288.		501 to 1,000	LF	3.65
289.		1,001 or more	LF	1.70
290.	4" Thermoplastic Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	9.72
291.		101 to 500	LF	4.86
292.		501 to 1,000	LF	3.65
293.		1,001 or more	LF	1.70
294.	6" Reflectorized Paint Traffic Striping	1 to 100	LF	6.08
295.		101 to 500	LF	4.86
296.		501 to 1,000	LF	3.65
297.		1,001 or more	LF	1.76
298.	6" Reflectorized Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	6.08
299.		101 to 500	LF	4.86
300.		501 to 1,000	LF	3.65
301.		1,001 or more	LF	1.76
302.	6" Thermoplastic Traffic Striping	1 to 100	LF	12.15
303.		101 to 500	LF	7.29
304.		501 to 1,000	LF	3.04
305.		1,001 or more	LF	1.94
306.	6" Thermoplastic and Paint Striping, with Raised Pavement Markers (RPM's)	1 to 100	LF	12.15
307.		101 to 500	LF	7.29

ADDENDUM NO. 2
C-13

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
308.		501 to 1,000	LF	3.04
309.		1,001 or more	LF	1.94
310.	6" Thermoplastic Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	12.15
311.		101 to 500	LF	7.29
312.		501 to 1,000	LF	3.04
313.		1,001 or more	LF	1.94
314.	8" Reflectorized Paint Traffic Striping	1 to 100	LF	7.29
315.		101 to 500	LF	6.08
316.		501 to 1,000	LF	3.65
317.		1,001 or more	LF	1.94
318.	8" Reflectorized Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	7.29
319.		101 to 500	LF	6.08
320.		501 to 1,000	LF	3.65
321.		1,001 or more	LF	1.94
322.	8" Thermoplastic Traffic Striping	1 to 100	LF	14.58
323.		101 to 500	LF	8.51
324.		501 to 1,000	LF	3.65
325.		1,001 or more	LF	2.43
326.	8" Thermoplastic Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	14.58
327.		101 to 500	LF	8.51
328.		501 to 1,000	LF	3.65
329.		1,001 or more	LF	2.43
330.	12" Reflectorized Paint Traffic Striping	1 to 100	LF	18.23
331.		101 to 500	LF	9.72
332.		501 to 1,000	LF	4.86

ADDENDUM NO. 2
C-14

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
333.		1,001 or more	LF	3.46
334.	12" ReflectORIZED Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	18.23
335.		101 to 500	LF	9.72
336.		501 to 1,000	LF	4.86
337.		1,001 or more	LF	3.46
338.	12" Thermoplastic Traffic Striping	1 to 100	LF	18.23
339.		101 to 500	LF	9.72
340.		501 to 1,000	LF	4.86
341.		1,001 or more	LF	3.46
342.	12" Thermoplastic Paint Traffic Striping, Including Raised Pavement Markers (RPM's)	1 to 100	LF	18.23
343.		101 to 500	LF	9.72
344.		501 to 1,000	LF	4.86
345.		1,001 or more	LF	3.46
346.	Yield Lines "Shark Teeth" per Figure 3B-16 CA MUTCD	1.5 to 5	SF	121.52
347.		5.1 to 10	SF	97.22
348.		10.1 to 15	SF	60.76
349.		15.1 or more	SF	24.30
350.	Curb Painting	1 to 100	LF	5.47
351.		101 to 500	LF	3.65
352.		501 to 1,000	LF	2.43
353.		1,001 or more	LF	1.52
354.	Typical Thermoplastic Arrows Pavement Marking including Type 1, 2, 3, 6, 7 or 8 per CA MUTCD	1 to 5	EA	364.56
355.		6 to 10	EA	303.80
356.		11 to 20	EA	243.04
357.		21 or more	EA	121.52

ADDENDUM NO. 2

C-15

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
358.	8' Reflectorized Paint Pavement Legends per CA MUTCD Figure 3B-23. Colors white or yellow.	4 to 20	EA	303.80
359.		21 to 100	EA	97.22
360.		101 or more	EA	78.99
361.	8' Thermoplastic Pavement Legends per CA MUTCD Figure 3B-23. Colors white or yellow.	4 to 20	EA	303.80
362.		21 to 100	EA	97.22
363.		101 or more	EA	78.99
364.	Raised Pavement Markers (Ceramic)	8 to 40	EA	12.15
365.		41 to 100	EA	8.51
366.		101 or more	EA	6.08
367.	Raised Pavement Markers (Reflective)	8 to 40	EA	30.38
368.		41 to 100	EA	24.30
369.		101 or more	EA	18.23
370.	Bicycle Sharrow Legend Pavement Marker Painted per Figure 9C-9 CA MUTCD	4 to 20	EA	303.80
371.		21 to 100	EA	243.04
372.		101 or more	EA	145.82
373.	Bicycle Sharrow Legend Pavement Marker Thermoplastic per Figure 9C-9 CA MUTCD	4 to 20	EA	425.32
374.		21 to 100	EA	243.04
375.		101 or more	EA	182.28
376.	Parking T's, Thermoplastic per Figure 3B-21 CA MUTCD	4 to 20	EA	54.68
377.		21 to 100	EA	30.38
378.		101 or more	EA	24.30
379.	Removal of Pavement Marking	1 to 1000	SF	6.08
380.		1001 to 2000	SF	4.86
381.		2001 to 5000	SF	3.65
382.		5001 or more	SF	3.04

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
383.	Remove Sign and Post	1 to 10	EA	243.04
384.		11 to 20	EA	212.66
385.		21 to 100	EA	121.52
386.		101 or more	EA	103.29
387.	Remove Sign from Post	1 to 10	EA	91.14
388.		11 to 20	EA	78.99
389.		21 to 100	EA	48.61
390.		101 or more	EA	24.30
391.	Install Sign on 2" Square steel tubing post, or min 2 3/8" Galvanized steel posts per City Standard No. 317	1 to 10	EA	376.71
392.		11 to 20	EA	364.56
393.		21 to 100	EA	358.48
394.		101 or more	EA	358.48
395.	Install Sign on Existing Post	1 to 10	EA	303.80
396.		11 to 20	EA	273.42
397.		21 to 100	EA	243.04
398.		101 or more	EA	182.28
399.	Installation of Object Markers Type "K" or "L"	1 to 40	EA	182.28
400.		41 to 100	EA	145.82
401.		101 or more	EA	91.14
402.	Installation of Object Markers Type "N", "P", or "R"	1 to 40	EA	182.28
403.		41 to 100	EA	145.82
404.		101 or more	EA	91.14
405.	Install Type "E" Inductive Loop Detector per Cal Trans Standard Plan No. ES-58	1 to 5	EA	1320-
406.		6 to 10	EA	720-
407.		11 to 20	EA	480-

ADDENDUM NO. 2

C-17

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
408.		21 or more	EA	357.50
409.	Install Bicycle/Vehicle Inductive Loop Detector per City of Long Beach Detail	1 to 5	EA	1350-
410.		6 to 10	EA	750-
411.		11 to 20	EA	468-
412.		21 or more	EA	385-
413.		Traffic Signal Conduit, 3" Diameter PVC	30 to 120	LF
414.	121 or more		LF	43-
415.	Traffic Signal Conduit, 3" Diameter Rigid Steel	30 to 120	LF	140-
416.		121 or more	LF	116
417.	PVC Schedule 40 Conduit, 4" Diameter	1 to 100	LF	55-
418.		101 to 500	LF	49-
419.		501 to 1,000	LF	43-
420.		1,001 or more	LF	37-
421.	PVC Schedule 80 Conduit, 4" Diameter	1 to 100	LF	79-
422.		101 to 500	LF	73-
423.		501 to 1,000	LF	67-
424.		1,001 or more	LF	61-
425.	Install #6E Steel Plate Pullbox (Street Rated)	1 or more	EA	1762-
426.	Changeable Message Sign to be used as part of any Traffic Control or Detour Plan	1	Day	250-
427.		2	Day	250-
428.		3 to 4	Day	200-
429.		5 to 6	Day	150-
430.		7 to 8	Day	125-
431.		9 to 10	Day	100-

ADDENDUM NO. 2

C-18

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
432.	Flaggers (in cases where additional flaggers are needed or requested by agency)	1 or more	EA	650-
433.	Manhole and Structure Rehabilitation	1 to 5	EA	5569-
434.		6 to 10	EA	5569-
435.		11 to 20	EA	4455-
436.	Traffic Control	1 to 20	Day	1850-
437.		21 to 40	Day	1850-
438.		41 to 60	Day	1850-
439.		61 to 90	Day	1850-
440.		91 or more	Day	1850-
441.	Conduit Installation using Microtunneling	1 to 500	LF	125-
442.		501 to 2500	LF	115-
443.		2501 or more	LF	108-
444.	Furnish and Install Wheel Stops	1 or more	EA	226-
445.	Furnish and Install K71 self-erecting marker post	1 or more	EA	307-
446.	Furnish and Install Green Preformed Thermoplastic	1 to 500	SF	46-
447.		501 to 1,000	SF	30-
448.		1,001 to 1,500	SF	25-
449.		1,500 or more	SF	25-

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

600.	Cold Milling Asphalt Concrete Pavement, 4" Average Depth	500 to 1000	SY	40-
601.		1001 to 2000	SY	30-
602.		2001 to 3000	SY	15-
603.		3001 or more	SY	45-
604.	Cold Milling Asphalt Concrete Pavement, 5" Average Depth	500 to 1000	SY	35-
605.		1001 to 2000	SY	25-
606.		2001 to 3000	SY	13-
607.		3001 or more	SY	8-
608.	Cold Milling Asphalt Concrete Pavement, 6" Average Depth	500 to 1000	SY	45-
609.		1001 to 2000	SY	29-
610.		2001 to 3000	SY	12-
611.		3001 or more	SY	10-
612.	Removal of Traffic Striping and Pavement Markings (Water Blasting- Inside Air Operations Area only)	1 to 500	SF	23-
613.		502 to 2000	SF	22-
614.		2001 to 4000	SF	3.34
615.		4001 or more	SF	1.67
616.	Airfield Pavement Markings and Striping – Pavement Marking (white & yellow) with beads	1 to 1000	SF	9-
617.		1001 to 3000	SF	3.34

618.		3001 to 5000	SF	2.23
619.		5001 or more	SF	2.23
620.	Airfield Pavement Markings and Striping – Pavement Marking (Black) with beads	1 to 1000	SF	8.91
621.		1001 to 3000	SF	3.34
622.		3001 to 5000	SF	2.23
623.		5001 or more	SF	2.23
624.	Pavement Marking-Surface Painted Enhanced Runway Holding Position Marking	1	EA	3500-
625.	10' – 15' Long Utility Potholing Surcharge, 0' to 5' Deep	1	EA	6000-
626.	10' – 15' Long Utility Potholing Surcharge, 5-1' to 10' Deep	1	EA	15950-
627.	Underground Power Cable for Airports – 5KV Airfield Lighting Cable	1 to 500	LF	27.50
628.		501 to 1000	LF	14-
629.		1001 to 3000	LF	11-
630.		3001 or more	LF	8.80
631.	Airport Underground Electrical Duct Banks and Conduits – One 2-inch Conduit (Direct Buried)	1 to 500	LF	55-
632.		501 to 1000	LF	44-
633.		1001 to 3000	LF	38.50
634.		3001 or more	LF	33-
635.	Airport Underground Electrical Duct Banks and Conduits – One 2-inch Conduit (Concrete Encased)	1 to 500	LF	105-
636.		501 to 1000	LF	94-
637.		1001 to 3000	LF	87 ^{EO} 82.50

ADDENDUM NO. 2
C-21

638.		3001 or more	LF	71.50
639.	Airport Underground Electrical Duct Banks and Conduits – One 2-inch Conduit (In Sawcut)	1 to 500	LF	110-
640.		501 to 1000	LF	104.50
641.		1001 to 3000	LF	99-
642.		3001 or more	LF	88-
643.		Airport Underground Electrical Duct Banks and Conduits – Two 2-inch Conduit (Direct Buried)	1 to 500	LF
644.	501 to 1000		LF	49.50
645.	1001 to 3000		LF	44-
646.	3001 or more		LF	38.50
647.	Airport Underground Electrical Duct Banks and Conduits – Two 2-inch Conduit (Concrete Encased)	1 to 500	LF	99-
648.		501 to 1000	LF	88-
649.		1001 to 3000	LF	82.50
650.		3001 or more	LF	77-
651.	Electrical Manholes and Junction Structures – Handhole, Aircraft Load Rated	1	EA	19800-
652.	Electrical Manholes and Junction Structures – Adjust Handhole to Grade	1	EA	10450-
653.	Surcharge for Airport Project (Inside Air Operations Area only)	1	Day	1500-

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

Terms of Extension

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:

All American Asphalt

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


Edward J. Carlson

Title: Vice President

Date: 2/20/19

EXHIBIT C

Information to Comply with Labor Code Section 2810

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: WC593205705
 - B. Name of Insurer (NOT Broker): Zurich American Insurance Company
 - C. Address of Insurer: 777 S. Figueroa Street, #3900, Los Angeles CA 90017
 - D. Telephone Number of Insurer: 1-800-928-4531

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Unknown at this time
 - B. Automobile Liability Insurance Policy Number: BAP5571088-06
 - C. Name of Insurer (NOT Broker): Zurich American Insurance Company
 - D. Address of Insurer: 777 S. Figueroa Street, #3900, Los Angeles CA 90017
 - E. Telephone Number of Insurer: 1-800-928-4531

- 3) Address of Property used to house workers on this Contract, if any: _____
Unknown at this time

- 4) Estimated total number of workers to be employed on this Contract: Unknown
- 5) Estimated total wages to be paid those workers: Unknown at this time
- 6) Dates (or schedule) when those wages will be paid: Unknown at this time

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

- 7) Estimated total number of independent contractors to be used on this Contract: _____
Unknown at this time

- 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 Superior pavement marking Type of Work striping
 Address 5312 cypress St. Cypress, CA 90630
 City Cypress, CA 90630 Dollar Value of Subcontract \$ _____
 Phone No. 714-945-9100
 License No. 776306 DIR Registration No. 1000001476

Name V. & E tree service Type of Work root shaving/pruning, tree pruning/tree removal
 Address PO Box 3280
 City Orange, CA 92865 Dollar Value of Subcontract \$ _____
 Phone No. 714-997-0903
 License No. 1054506 DIR Registration No. 1000001936

Name Smithson Electric Type of Work traffic loops
 Address 1938 E Katella Ave
 City Orange, CA 92851 Dollar Value of Subcontract \$ _____
 Phone No. 714-997-9556
 License No. 61458 DIR Registration No. 1000001610

Name MSL Electric Type of Work electrical
 Address 2918 E La Jolla St
 City Anaheim, CA 92806 Dollar Value of Subcontract \$ _____
 Phone No. 714-693-4837
 License No. 822450 DIR Registration No. 1000000556

Name Kato Landscape Type of Work landscape/irrigation
 Address 18182 La Bussard St
 City Fountain Valley 92708 Dollar Value of Subcontract \$ _____
 Phone No. 714-963-4615
 License No. 806122 DIR Registration No. 1000000086

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 Pomona Rd. St. 1D8</u>	Dollar Value of Subcontract \$ _____
City <u>Corona, CA 92882</u>	DIR Registration No. <u>10000071166</u>
Phone No. <u>909-484-4200</u>	
License No. <u>LS 8231</u>	

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

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

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

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

APPENDIX “A”

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

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

SECTION I - BUSINESS INFORMATION

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

SECTION II - MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III - CERTIFICATION STATEMENT

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

Premium: \$3,950.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in: 2 Counterparts
Performance Bond
No. 7660333

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 ALL AMERICAN ASPHALT, a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Annual Contract for Major and Secondary Highway (Arterial) Improvements in the City of Long Beach, as described in Specification No.: R-7131, Addenda/Addendum and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of One Million Dollars (\$1,000,000) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 6th day of May, 2019.

Fidelity and Deposit Company of Maryland
Surety Name
By: Rebecca Haas-Bates
Signature
Name: Rebecca Haas-Bates
Printed Name
Title: Attorney-in-Fact
777 S. Figueroa Street, Suite 3900
Address: Los Angeles, CA 90017
Telephone: (213) 270-0600

ALL AMERICAN ASPHALT, a California corporation
By: [Signature]
Signature
Name: Edward J. Carlson
Printed Name
Title: Vice President
By: [Signature]
Signature
Name: Michael Tarkas
Printed Name
Title: Secretary

Rebecca Haas-Bates, Attorney-in-Fact
Attorney-in-Fact
Rebecca Haas-Bates
Signature

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

May 13, 2019

6/13, 2019

Approved as to form.

Approved as to sufficiency.

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

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 ACKNOWLEDGEMENT

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 Riverside

On 05/08/2019 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

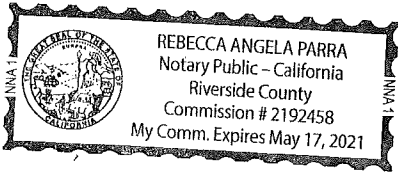
personally appeared Edward J. Carlson and Michael Farkas
Name(s) of Signer(s)

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 forgoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Rebecca Angela Parra*
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Performance Bond No. 7660333

Document Date: 05/06/2019 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson
 Individual
X Corporate Officer — Title(s): Vice President

- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
All American Asphalt

Signer's Name: Michael Farkas
 Individual
X Corporate Officer — Title(s): Secretary

- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer is Representing:
All American Asphalt

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)

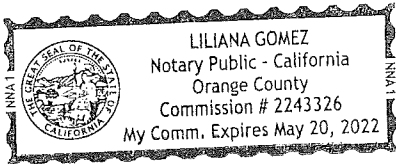
On 05/06/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond No. 7660333 Document Date: 05/06/2019

Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

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

Signer Is Representing: Fidelity and Deposit Company of Maryland

Signer's Name: _____

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

Signer Is Representing: _____

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 8th day of May, A.D. 2019.

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



Handwritten signature of Robert D. Murray

By: Robert D. Murray
Vice President

Handwritten signature of Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Handwritten signature of Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

Premium is included in the performance bond
Executed in: 2 Counterparts

Payment Bond
No. 7660333

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to ALL AMERICAN ASPHALT, a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Annual Contract for Major and Secondary Highway (Arterial) Improvements in the City of Long Beach, as described in Specification No.: R-7131, Addenda/Addendum and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Fidelity and Deposit Company of Maryland admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of One Million Dollars (\$1,000,000) lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

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

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 6th day of May, 2019.

Fidelity and Deposit Company of Maryland

ALL AMERICAN ASPHALT, a California corporation

By: Rebecca Haas-Bates
Signature

By: [Signature]
Signature

Name: Rebecca Haas-Bates
Printed Name

Name: Edward J. Carlson
Printed Name

Title: Attorney-in-Fact

Title: Vice President

777 S. Figueroa Street, Suite 3900
Address: Los Angeles, CA 90017

By: [Signature]
Signature

Telephone: (213) 270-0600

Name: Michael Farkas
Printed Name

Rebecca Haas-Bates, Attorney-in-Fact

Title: Secretary

Attorney-in-Fact

[Signature]
Signature

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

May 13, 2019

5/13, 2019

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

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.

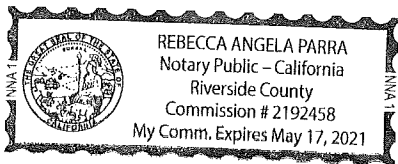
State of California

County of Riverside

On 05/08/2019 before me, Rebecca Angela Parra, Notary Public
Date Here Insert name and Title of the Officer

personally appeared Edward J. Carlson and Michael Farkas
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document Payment Bond No. 7660333

Document Date: 05/06/2019 Number of Pages: Two (2)

Signer(s) Other Than Named Above: Fidelity and Deposit Company of Maryland

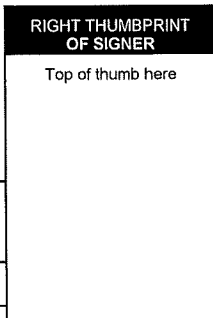
Capacity(ies) Claimed by Signer(s)

Signer's Name: Edward J. Carlson

Individual
 Corporate Officer — Title(s): Vice President

- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt

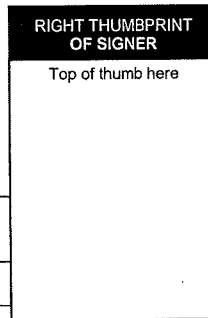


Signer's Name: Michael Farkas

Individual
 Corporate Officer — Title(s): Secretary

- Partner Limited General
- Attorney in Fact
- Trustee
- Other: _____

Signer is Representing:
All American Asphalt



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)

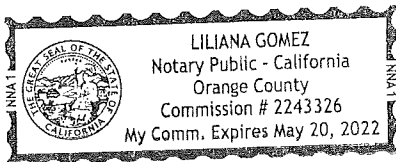
On 05/06/2019 before me, Liliana Gomez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 Liliana Gomez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond No. 7660333 Document Date: 05/06/2019
Number of Pages: Two(2) Signer(s) Other Than Named Above: All American Asphalt

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Fidelity and Deposit Company of Maryland

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

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

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

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 6th day of May, A.D. 2019.

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



Handwritten signature of Robert D. Murray

By: Robert D. Murray
Vice President

Handwritten signature of Dawn E. Brown

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 6th day of May, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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



Handwritten signature of Constance A. Dunn

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019