

CONTRACT

35143

THIS CONTRACT is made and entered, in duplicate, as of December 20, 2018 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on December 18, 2018, by and between KALBAN, INC., a California corporation ("Contractor"), whose address is 26450 Ruether Avenue, #201, Santa Clarita, California 91350 and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Contract for Curb Ramps and Related Improvements" in the City of Long Beach, California, dated October 16, 2018, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7140;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7140 for Contract for Curb Ramps and Related Improvements in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Contract for Curb Ramps and Related

1 Improvements in the City of Long Beach, California, attached hereto as Exhibit "A";
2 provided, however, that the total compensation to Contractor shall not exceed the
3 maximum cumulative amount of Ten Million Dollars (\$10,000,000) for the estimated
4 quantities established in the Bid, subject to additions or deductions as provided in
5 the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7140 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
14 Plans; Project Drawing No. N/A for this work; the California Code of Regulations;
15 the various Uniform Codes applicable to trades; the prevailing wage rates;
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
18 Contract and all documents attached hereto or referenced herein including but not
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
20 Proceed; Notice of Completion; any addenda or change orders issued in
21 accordance with the Standard Specifications; any permits required and issued for
22 the work; approved final design drawings and documents; and the Information
23 Sheet. These Contract Documents are incorporated herein by the above reference
24 and form a part of this Contract.

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

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

7 4. TIME FOR CONTRACT. The term of this Contract shall commence
8 at midnight on January 1, 2019, and shall terminate at 11:59 p.m. on December 31, 2020,
9 unless sooner terminated as provided in this Contract, or unless the services or the Project
10 is completed sooner. The Parties have the option to extend the term for three (3) additional
11 one-year periods. Time is of the essence hereunder. City will suffer damage if the work is
12 not completed within the time stated, but those damages would be difficult or impractical
13 to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated
14 in the Contract Documents.

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

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

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

1 8. CLAIMS. Contractor shall, upon completion of the work, deliver
2 possession thereof to City ready for use and free and discharged from all claims for labor
3 and materials in doing the work and shall assume and be responsible for, and shall protect,
4 defend, indemnify and hold harmless City from and against any and all claims, demands,
5 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
6 damages to property, including property of City, which arises from or is connected with the
7 performance of the work.

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

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

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

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

25 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

26 A. If the work is terminated pursuant to an order of any Federal or
27 State authority, Contractor shall accept as full and complete compensation under
28 this Contract such amount of money as will equal the product of multiplying the

Contract price stated herein by the percentage of work completed by Contractor as of the date of such termination, and for which Contractor has not been paid. If the work is so terminated, the City Engineer, after consultation with Contractor, shall determine the percentage of work completed and the determination of the City Engineer shall be final.

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

13. NOTICES.

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

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

14. BONDS. Contractor shall, simultaneously with the execution of this Contract, execute and deliver to City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Contract by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon

the payment of all labor and material claims incurred in connection with this Contract.

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

16. CERTIFIED PAYROLL RECORDS.

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

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

C. The foregoing is in addition to, and not in lieu of, any other requirements or obligations established and imposed by any department of the City

1 with regard to submission and retention of certified payroll records for Contractor
2 and subcontractors.

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

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

14 19. TAXES AND TAX REPORTING.

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

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

1 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or
2 more, Contractor shall obtain a sub-permit from the California Board of Equalization
3 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
4 in tangible personal property that was subject to sales or use tax in the previous
5 calendar year.

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

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

25 E. Contractor shall not be entitled to and by signing this Contract
26 waives any claim or damages for delay against City if Contractor does not timely
27 submit these forms to the appropriate governmental entity. Contractor may request
28 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing

1 and will be subject to City review and approval. Contractor may contact the Financial
2 Management Department, Budget Management Bureau at (562) 570-6425 for
3 assistance with the form.

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

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

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

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

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

27 25. NO DUTY TO INSPECT. No language in this Contract shall create
28 and City shall not have any duty to inspect, correct, warn of or investigate any condition

1 arising from Contractor's work hereunder, or to insure compliance with laws, rules or
2 regulations relating to said work. If City does inspect or investigate, the results thereof
3 shall not be deemed compliance with or a waiver of any requirements of the Contract
4 Documents.

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

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

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

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

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

27 "During the performance of a Contract with the City of Long Beach, the
28 Contractor will provide equal benefits to employees with spouses and its

1 employees with domestic partners. Additional information about the City of
2 Long Beach's Equal Benefits Ordinance may be obtained from the City of
3 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

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

3 KALBAN, INC., a California corporation

4 _____, 20____
5 By Miron Kalebjian
6 Name Miron Kalebjian
7 Title President

8 _____, 20____
9 By Beth Meehan
10 Name Beth Meehan
11 Title Secretary

12 Tom Modica
13 Assistant City Manager

14 EXECUTED PURSUANT
15 TO SECTION 301 OF
16 THE CITY CHARTER

17 "Contractor"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 By Tom Modica
21 City Manager

22 "City"

23 This Contract is approved as to form on 1/10/19, 20____.

24 CHARLES PARKIN, City Attorney

25 By Charles Parkin
26 Deputy

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 Los Angeles)

On 4/9/19 before me, Matthew M. Lawrence, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Miron Kalebjian and Beth Meehan

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

EXHIBIT A

BIDDER'S NAME: Kalban, Inc.

BID TO THE CITY OF LONG BEACH CONTRACT FOR CURB RAMPS AND RELATED IMPROVEMENTS

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on November 8, 2018 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 Specifications No. R-7140 at the prices listed below.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Curb Ramp Case A, Detail 1A	40	EA	3230 ⁰⁰	129200 ⁰⁰
2.	Curb Ramp Case A, Detail 1B	120	EA	3230 ⁰⁰	387600 ⁰⁰
3.	Curb Ramp Case A, Detail 2	15	EA	3176 ⁰⁰	47640 ⁰⁰
4.	Curb Ramp Case A, Detail 3 or 4	15	EA	3230 ⁰⁰	48450 ⁰⁰
5.	Curb Ramp Case B, Detail 1A	20	EA	4600 ⁰⁰	92000 ⁰⁰
6.	Curb Ramp Case B, Detail 2	5	EA	4600 ⁰⁰	23000 ⁰⁰
7.	Curb Ramp Case B, Detail 3 or 4	5	EA	4600 ⁰⁰	23000 ⁰⁰
8.	Curb Ramp Case C	160	EA	3176 ⁰⁰	508160 ⁰⁰
9.	Curb Ramp Case D, Detail 1A	15	EA	3160 ⁰⁰	47400 ⁰⁰
10.	Curb Ramp Case D, Detail 1B	15	EA	3160 ⁰⁰	47400 ⁰⁰
11.	Curb Ramp Case D, Detail 3 or 4	10	EA	3160 ⁰⁰	31600 ⁰⁰
12.	Curb Ramp Case E	20	EA	3160 ⁰⁰	63200 ⁰⁰
13.	Curb Ramp Case F	10	EA	3176 ⁰⁰	31760 ⁰⁰
14.	Curb Ramp Case G	10	EA	4600 ⁰⁰	46000 ⁰⁰
15.	Curb Ramp Case H	50	EA	3230 ⁰⁰	161500 ⁰⁰
16.	Install ADA Detectable Warning Surface (No Ramp Construction)	850	SF	25 ⁰⁰	21250 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
17.	Remove Existing and Construct PCC Sidewalk, 3" Thick	5,000	SF	7 ⁰⁰	35000 ⁰⁰
18.	Remove Existing and Construct PCC Sidewalk or Driveway, 4" Thick	3,000	SF	7 ⁰⁰	21000 ⁰⁰
19.	Remove Existing and Construct PCC Alley Intersection or Driveway, 6" Thick	2,000	SF	13 ⁰⁰	26000 ⁰⁰
20.	Remove Existing and Construct PCC Alley, 6" Thick	5,000	SF	13 ⁰⁰	65000 ⁰⁰
21.	Remove Existing and Construct PCC Spandrel 8" Thick	1,500	SF	16 ⁰⁰	24000 ⁰⁰
22.	Remove Existing and Construct PCC Cross Gutter 8" Thick	2,500	SF	16 ⁰⁰	40000 ⁰⁰
23.	Remove Concrete Improvements and Backfill with Topsoil	5,000	SF	4 ⁰⁰	20000 ⁰⁰
24.	Remove and Replace Asphalt Concrete Pavement	1,500	SF	10 ⁰⁰	15000 ⁰⁰
25.	Stump Removal up to and including 24" diameter Trunk	3	EA	385 ⁰⁰	1155 ⁰⁰
26.	Stump Removal 25" and greater diameter Trunk	3	EA	825 ⁰⁰	2475 ⁰⁰
27.	Tree Removal up to and including 24" diameter Trunk	8	EA	1650 ⁰⁰	13200 ⁰⁰
28.	Tree Removal 25" and greater diameter Trunk	8	EA	3025 ⁰⁰	24200 ⁰⁰
29.	Shave Roots at Curb	750	LF	5 ⁰⁰	3750 ⁰⁰
30.	Shave Roots at Sidewalk	7,500	LF	5 ⁰⁰	37500 ⁰⁰
31.	Tree Prune	550	EA	346 ⁰⁰	190300 ⁰⁰
32.	Lawn Sodding	1,000	SF	5 ⁰⁰	5000 ⁰⁰
33.	Adjust City Manhole Frame & Cover	5	EA	700 ⁰⁰	3500 ⁰⁰
34.	Adjust L.A.C.S.D. Manhole Frame & Cover	3	EA	700 ⁰⁰	2100 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35.	Adjust Water Valve Sleeve & Cover	8	EA	300 ⁰⁰	2400 ⁰⁰
36.	Adjust Water Meter Box & Cover	10	EA	100 ⁰⁰	1000 ⁰⁰
37.	Adjust Gas Valve Box & Cover	5	EA	100 ⁰⁰	500 ⁰⁰
38.	Replace Pull Box	200	EA	273 ⁰⁰	54600 ⁰⁰
39.	Relocate Pull Box	25	EA	5280 ⁰⁰	132000 ⁰⁰
40.	Adjust Survey Monument Casting & Cover	3	EA	360 ⁰⁰	1080 ⁰⁰
41.	Install Survey Monument Casting & Cover	3	EA	412 ⁰⁰	1236 ⁰⁰
42.	Survey Benchmark Type 1	25	EA	385 ⁰⁰	9625 ⁰⁰
43.	Replace Property Marker or Corner and Tag	150	EA	360 ⁰⁰	54000 ⁰⁰
44.	Certification of Curb Ramp	500	EA	375 ⁰⁰	187500 ⁰⁰
45.	Replace Curb Drain	25	EA	300 ⁰⁰	7500 ⁰⁰
46.	Remove Existing and Construct PCC Curb, GB Type A1	1,500	LF	25 ⁰⁰	37500 ⁰⁰
47.	Remove Existing and Construct PCC Curb, GB Type A1, Integral	1,000	LF	25 ⁰⁰	25000 ⁰⁰
48.	Remove Existing and Construct PCC Curb & Gutter, GB Type A2, W=1.5'	1,500	LF	60 ⁰⁰	90000 ⁰⁰
49.	Remove Existing and Construct PCC Curb & Gutter, GB Type A2, W=2.0'	200	LF	60 ⁰⁰	12000 ⁰⁰
50.	Remove Existing and Construct PCC Curb & Gutter, GB Type A2, W=7'	200	LF	75 ⁰⁰	15000 ⁰⁰
51.	Remove Existing and Construct PCC Bus Stop Street Pad, 10" Thick	2,000	SF	16 ⁰⁰	32000 ⁰⁰
52.	Unclassified Excavation	125	CY	185 ⁰⁰	23125 ⁰⁰
53.	Crushed Miscellaneous Base, 6" Min. Under PCC Improvements ²	6,000	SF	4 ⁰⁰	24000 ⁰⁰
54.	Curb Painting	1,250	LF	30 ⁰⁰	3750 ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
55.	Reflectorized Paint Traffic Striping/Pavement Markings	1,200	SF	5.50	6600.00
56.	Reflectorized Thermoplastic Traffic Striping/Pavement Markings	1,200	SF	13.00	15600.00
57.	Loop Detector	5	EA	1073.00	5365.00
58.	Grind 0.25" - 0.75" PCC Sidewalk	5,000	LF	12.00	60,000.00

Notes:

1. The quantities shown in this Bid are estimates for bid comparison only and can vary from actual quantities installed. Payment will be made at the Contract Unit Price for actual quantities constructed, based on field measurements. The City reserves the right to increase or decrease the amount of work or omit portions of the work, as may be deemed necessary or advisable by the Engineer. Sections 3-2.2.2 and 3-2.2.3 of the Standard Specifications do not apply to this Contract. See General Requirements Section 3-2.2.1 for more information.
2. Use of Bid Item No. 49 CMB, if required by a City Standard Plan, will be at the discretion of the Engineer.

TOTAL AMOUNT BID

3,530,621.00

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

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)? NO If yes, certification No. N/A

Is the Bidder a Minority-Owned Business? NO Which racial minority? N/A

Is the Bidder a Women-Owned Business? NO

Is the Bidder a certified Small Business? Yes If yes, certification No. 506099
(La County)

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

Planet Bids

(Continued on Next Page)

EXHIBIT B

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:

Kalban, Inc

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



Title: Vice President

Date: 11-8-18

EXHIBIT C

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: FLA005122-00
 - B. Name of Insurer (**NOT** Broker): FALLS LAKE FIRE AND CASUALTY COMPANY
 - C. Address of Insurer: 6131 FALLS OF NEUSE RD #306, RALEIGH, NC 27609
 - D. Telephone Number of Insurer: 919-822-3500
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1GT21XEG9FZ12572
 - B. Automobile Liability Insurance Policy Number: 604309449
 - C. Name of Insurer (**NOT** Broker): CONTINENTAL CASUALTY COMPANY
 - D. Address of Insurer: 1000 WISHIRE BLVD. 18 FL 1800, LOS ANGELES, CA 90017
 - E. Telephone Number of Insurer: 877-400-0750
- 3) Address of Property used to house workers on this Contract, if any: N/A
- 4) Estimated total number of workers to be employed on this Contract: 25
- 5) Estimated total wages to be paid those workers: \$770,000
- 6) Dates (or schedule) when those wages will be paid: WEEKLY
- 7)

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

Estimated total number of independent contractors to be used on this Contract: 5
- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT D

LIST OF SUBCONTRACTORS

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

Name <u>Cape land Survey</u>	Type of Work <u>Survey</u>
Address <u>614 N. Eckhoff St</u>	
City <u>Orange, CA 92868</u>	Dollar Value of Subcontract <u>\$ 337,000⁰⁰</u>
Phone No. <u>714-628-8948</u>	
License No. <u>LS411</u>	DIR Registration No. <u>1000001533</u>

Name <u>Superior Pavement Markings</u>	Type of Work <u>Striping</u>
Address <u>5312 Cypress St.</u>	
City <u>Cypress, CA 90630</u>	Dollar Value of Subcontract <u>\$ 23,000⁰⁰</u>
Phone No. <u>714-995-9100</u>	
License No. <u>776306</u>	DIR Registration No. <u>1000001476</u>

Name <u>VNE Tree Service</u>	Type of Work <u>Tree work</u>
Address <u>PO Box 3280</u>	
City <u>Orange, CA</u>	Dollar Value of Subcontract <u>\$ 375,000⁰⁰ 219,550⁰⁰</u>
Phone No. <u>714-997-0903</u>	
License No. <u>654506</u>	DIR Registration No. <u>1000001936</u>

Name <u>MSL Electric</u>	Type of Work <u>Pull Boxes + Loops</u>
Address <u>4939 E Latalana</u>	
City <u>Anaheim, CA 92807</u>	Dollar Value of Subcontract <u>\$ 620,875</u>
Phone No. <u>714 863 5649</u>	
License No. <u>823450</u>	DIR Registration No. <u>1000005550</u>

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

APPENDIX A

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

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

N/A

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

Payment Bond
No. 12166897

PAYMENT BOND
(Labor and Material Bond)

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to KALBAN, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Contract for Curb Ramps and Related Improvements, as described in Specification R-7140, 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 The Guarantee Company of North America USA 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 Five Hundred Thousand Dollars (\$500,000) 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 4th day of January, 2019.

The Guarantee Company of North America USA

By: _____
Surety Name

Name: William Syrkin
Printed Name

Title: Attorney-In-Fact

6303 Owensmouth Avenue, 10th Floor
Address: Woodland Hills, CA 91367

Telephone: 818-936-2844

William Syrkin
Attorney-In-Fact
Signature

Kalban, Inc., a California corporation

By: _____
Signature

Name: Miron Kalebjian
Printed Name

Title: President

By: Beth Meehan
Signature

Name: Beth Meehan
Printed Name

Title: Secretary

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

1/9, 2019

Approved as to form.

CHARLES PARKIN, City Attorney

By: _____
Deputy City Attorney

1/9, 2019

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: _____
City Manager/City Engineer

NOTE:

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



**THE
GUARANTEE™**

The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Richard Leroy Adair
Millennium Corporate Solutions, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak

Randall Musselman

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

Cynthia A. Takai

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of January, 2019

Randall Musselman

Randall Musselman, Secretary

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 Los Angeles)

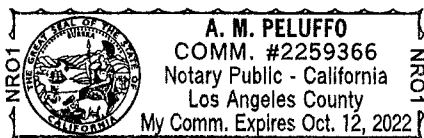
On January 4, 2019 before me, A. M. Peluffo, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared William Syrkin
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 A. M. Peluffo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin

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

Signer Is Representing: The Guarantee Company of North America USA

Signer's Name: _____

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

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

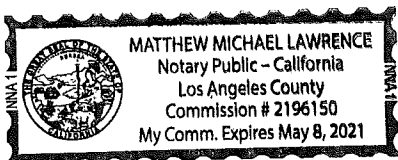
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 1/9/19 before me, Matthew M. Lawrence, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Miron Kalebjian and Beth Meehan
 Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
 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.

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Title or Type of Document: _____ Document Date: _____
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Capacity(ies) Claimed by Signer(s)

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

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

Premium: \$3,500.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in Triplicate

Performance Bond
No. 12166897

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 KALBAN, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: for Contract for Curb Ramps and Related Improvements, as described in Specification No.: R-7140, 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 The Guarantee Company of North America USA 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 Five Hundred Thousand Dollars (\$500,000) 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 Obligor is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligor'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 4th day of January, 2019.

The Guarantee Company of North America USA
By: _____
Name: William Syrkin
Title: Attorney-In-Fact
6303 Owensmouth Avenue, 10th Floor
Address: Woodland Hills, CA 91367
Telephone: 818-936-2844

William Syrkin
Attorney-In-Fact
Signature

Kalban, Inc., a California corporation
By: _____
Name: Miron Kalebjian
Title: President
By: _____
Name: Beth Meehan
Title: Secretary

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

Approved as to form.

CHARLES PARKIN, City Attorney

By: _____
Deputy City Attorney

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: _____
City Manager/City Engineer

NOTE:

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

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



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

William Syrkin, Sergio D. Bechara, Rebecca Ann Haas-Bates, Richard Leroy Adair
Millennium Corporate Solutions, LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **THE GUARANTEE COMPANY OF NORTH AMERICA USA** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of **THE GUARANTEE COMPANY OF NORTH AMERICA USA** at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, **THE GUARANTEE COMPANY OF NORTH AMERICA USA** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of October, 2015.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 2nd day of October, 2015 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said company.



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **THE GUARANTEE COMPANY OF NORTH AMERICA USA**, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 4th day of January, 2019

Randall Musselman, Secretary

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.

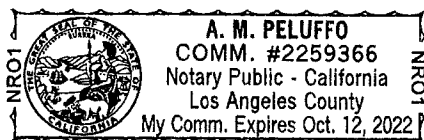
State of California)
County of Los Angeles)

On January 4, 2019 before me, A. M. Peluffo, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared William Syrkin
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 A. M. Peluffo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: William Syrkin
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: The Guarantee Company
of North America USA

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

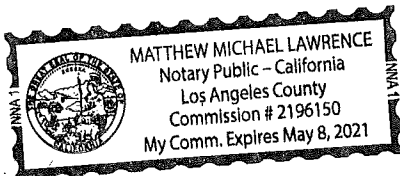
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
 County of Los Angeles)
 On 1/8/19 before me, Matthew M. Lawrence, Notary Public,
 Date Here Insert Name and Title of the Officer
 personally appeared Miron Kalebjian and Beth Meehan
 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 this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer — Title(s): _____	<input type="checkbox"/> Corporate Officer — Title(s): _____
<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner — <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney In Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____