

64

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

CONTRACT
34735

THIS CONTRACT is made and entered, in duplicate, as of August 18, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on August 15, 2017, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Corona, California 92878-2229, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Improvements to Runway 7R-25L at the Long Beach Airport in the City of Long Beach, California, dated May 3, 2017, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7085;

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-7085 for Improvements to Runway 7R-25L at the Long Beach Airport 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 Improvements to Runway 7R-25L at the Long

1 Beach Airport 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 Fourteen Million Five Hundred Nineteen Thousand
4 Five Hundred Ninety-Three Dollars (\$14,519,593) for the estimated quantities
5 established in the Bid, subject to additions or deductions as provided in the Contract
6 Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,
12 Project Specifications No. R-7085 (which may include by reference the Standard
13 Specifications for Public Works Construction, latest edition, and any supplements
14 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
15 Plans; Project Drawing No. B-4692 for this work; the California Code of Regulations;
16 the various Uniform Codes applicable to trades; the prevailing wage rates;
17 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
18 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
19 Contract and all documents attached hereto or referenced herein including but not
20 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
21 Proceed; Notice of Completion; any addenda or change orders issued in
22 accordance with the Standard Specifications; any permits required and issued for
23 the work; approved final design drawings and documents; and the Information
24 Sheet. These Contract Documents are incorporated herein by the above reference
25 and form a part of this Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
27 if any conflict or inconsistency exists or develops among or between Contract
28 Documents, the following priority shall govern: 1) Permit(s) from other public

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

8 4. TIME FOR CONTRACT. Contractor shall commence work on a date
9 to be specified in a written Notice to Proceed from City and shall complete all work within
10 three hundred thirty-one (331) calendar days thereafter, subject to strikes, lockouts and
11 events beyond the control of Contractor. Time is of the essence hereunder. City will suffer
12 damage if the work is not completed within the time stated, but those damages would be
13 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
14 damages, the amount stated 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

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

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

8 16. CERTIFIED PAYROLL RECORDS.

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

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

27 C. The foregoing is in addition to, and not in lieu of, any other
28 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 (h), in
8 City if Contractor will purchase over \$10,000 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 contact
28 the City Controller at (562) 570-6450 for 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.

26 ///

27 ///

28 ///

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 ALL AMERICAN ASPHALT, a California
4 corporation

5 SEPTEMBER 7, 2017

By [Signature]
Name EDWARD J. CARLSON
Title VICE PRESIDENT

7 SEPTEMBER 7, 2017

By [Signature]
Name MICHAEL FARKAS
Title SECRETARY

9 "Contractor"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 Sept. 15, 2017

By [Signature] EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

14 "City" Tom Modica
Assistant City Manager

15 This Contract is approved as to form on Sept. 13, 2017.

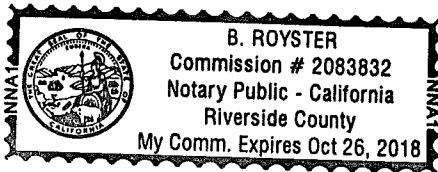
16 CHARLES PARKIN, City Attorney

17 By [Signature]
18 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 RiversideOn September 7, 2017 before me, B. Royster, Notary Public,
Date Here Insert name and Title of the Officerpersonally 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

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 DocumentTitle or Type of Document Contract – City of Long BeachDocument Date: August 18, 2017 Number of Pages: 12Signer(s) Other Than Named Above: None**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**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

EXHIBIT “A”

Contractor's Bid

BIDDER'S NAME: ALL AMERICAN
ASPHALT

BID TO THE CITY OF LONG BEACH
Improvements to Runway 7R-25L
at the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on June 14, 2017, at 3:00 p.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-7085 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly. The basis for selection of the low bidder is the total of Base bid plus Additives A, B, C, and D.

BASE BID – IMPROVEMENTS TO RUNWAY 7R-25L					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Sched. 80: Liquidated Damages for Failure to Complete Phase 0 (Mobilization)	0	DAY	\$2,000	0
2.	Sched. 80: Liquidated Damages for Failure to Complete Contract Work within the Days Specified	0	DAY	\$2,000	0
3.	Sched. 80: Liquidated Damages for Failure to Reopen Runways as Specified	0	MIN	\$750	0
4.	Sched. 80: Liquidated Damages for Failure to Reopen Taxiways as Specified	0	MIN	\$500	0
5.	Sched. 80: Liquidated Damages for Failure to Complete Runway 8R-26L (7R-25L) Construction as Specified	0	DAY	\$5,000	0
6.	Sched. 80: Liquidated Damages for Failure to Complete Runway 8L-26R (7L-25R) Redesignation as Specified	0	DAY	\$5,000	0
7.	Item 60-09.1: Penalty for Exceeding Resubmittal Limit	0	EA	(\$500)	0

BASE BID – IMPROVEMENTS TO RUNWAY 7R-25L					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
8.	G001-5.1: Mobilization/Demobilization	1 (Limited to 6% of Base Bid)	LS	770,000-	770,000 -
9.	G200-4.1: Safety and Security Provisions	1	LS	1,165,000-	1,165,000 -
10.	G200-4.2: Low-Profile Barricades Provided to LGB	1	LS	10,000-	10,000 -
11.	G300-4.1: Asphalt Pavement Removal	131,816	SY	6.20	817,259.20
12.	G300-4.2: Pavement Marking Removal	48,742	SF	0.70	34,119.40
13.	G300-4.3: Demolition of Existing Storm Drain	185	LF	112 -	20,720 -
14.	G300-4.4: Demolition of Existing Storm Drain Structure	3	EA	3,700 -	11,100 -
15.	G300-4.5: Hazardous Materials Mitigation	1	Allowance	\$15,000	15,000 -
16.	G300-4.6: Utility Protection	5,515	SF	1.25	6,893.75
17.	P101-5.1: Variable Depth Mill of Existing AC	8,861	SY	1.80	15,949.80
18.	P101-5.2: Surface Preparation - Crack Seal	1,773	LF	3.15	5,584.95
19.	P151-4.1: Clearing & Grubbing	2.55	ACRE	28,000 -	71,400 -
20.	P152-4.1: Excavation - Unclassified	42,797	CY	21 -	898,737 -
21.	P152-4.2: Excavation - Over	500	CY	21 -	10,500 -
22.	P-152-4.3 Excavation - Unsuitable	200	CY	60 -	12,000 -
23.	P154-5.1: Subbase Course (P-154)	15,961	CY	17 -	271,337 -
24.	P155-8.1: Lime-Treated Subgrade (P-155)	28,766	CY	35 -	1,006,810 -
25.	P156-5.1: Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1 (Limited to 3% of Base Bid)	LS	385,000-	385,000-
26.	P208-5.1: Aggregate Base Course (P-208)	5,683	CY	58 -	329,614 -
27.	P401-8.1: Plant Mix Bituminous Pavements (P-401)	20,509	TON	110 -	2,255,990 -
28.	P403-8.1: Hot Mix Asphalt Pavements (P-403)	10,610	TON	73 -	774,530 -
29.	P620-5.1: Pavement Marking - Yellow (2 Coats)	63,290	SF	1.25	79,112.50
30.	P620-5.2: Pavement Marking - White (2 Coats)	44,173	SF	1.25	55,216.25
31.	P620-5.3: Pavement Marking - Black (1 Coat)	99,496	SF	0.37	36,813.52

BASE BID – IMPROVEMENTS TO RUNWAY 7R-25L					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
32.	P620-5.4: Pavement Marking - Green (1 Coat)	62,193	SF	0.42	26,121.06
33.	P620-5.5: Pavement Marking - Painted Hold Position Sign w/ Beads (2 Coats)	36	EA	525 -	18,900 -
34.	P620-5.6: Elevated Taxiway Marker	4	EA	160 -	640 -
35.	D701-5.1: 15" Class V RCP Storm Drain	532	LF	300 -	159,600 -
36.	D701-5.2: 15"x26" Class V Arch RCP Storm Drain	408	LF	415 -	169,320 -
37.	D701-5.3: 18" Class V RCP Storm Drain	203	LF	273.02	55,423.06
38.	D701-5.4: Construct Class A Bedding (Continuous Concrete Cradle)	109	CY	250 -	27,250 -
39.	D751-5.1: Connect to Existing Storm Drain	3	EA	3,500 -	10,500 -
40.	D751-5.2: Construct Storm Drainage Inlet	4	EA	9,400 -	37,600 -
41.	D751-5.3: Adjust Manhole to Grade	7	EA	4,700 -	32,900 -
42.	D751-5.4: Construct Flared End Section	2	EA	1,900 -	3,800 -
43.	D751-5.5: Construct Manhole	1	EA	9,400 -	9,400 -
44.	D751-5.7: Construct Concrete SD Plug	1	EA	1,100 -	1,100 -
45.	D751-5.8: Construct Drainage Swale	558	LF	39 -	21,762 -
46.	T901-5.1: Hydroseeding	23.33	ACRE	2,150 -	50,159.50
47.	L-100.5.1: Airfield Electrical Demolition	1	LS	160,000 -	160,000 -
48.	L-100.5.2.1: 7.5kW Constant Current Regulator	3	EA	18,000 -	54,000 -
49.	L-100.5.2.2: 15kW Constant Current Regulator	1	EA	21,000 -	21,000 -
50.	L-100.5.2.3: 30kW Constant Current Regulator	1	EA	32,000 -	32,000 -
51.	L-100.5.3: Regulator Testing	1	LS	8,500 -	8,500 -
52.	L-100.5.4: Cable Testing	1	LS	2,200 -	2,200 -
53.	L-100.5.5: Miscellaneous Airfield Vault Work	1	LS	108,000 -	108,000 -
54.	L-100.5.6: Temporary Airfield Electrical	1	LS	134,000 -	134,000 -
55.	L-100.5.7: Airfield Circuit Tracing and Investigation	1	LS	77,000 -	77,000 -

BASE BID – IMPROVEMENTS TO RUNWAY 7R-25L

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
56.	L-107.5.1: L-806 Supplemental Windcone (LED)	2	EA	7,300-	14,600 -
57.	L-108.5.1: 5 kV Airfield Lighting Cable	103,600	LF	2.25	233,100 -
58.	L-110.5.1: One 2-inch Conduit, Direct Buried (D.B.)	15,600	LF	28 -	436,800 -
59.	L-110.5.2: One 2-inch Conduit, Concrete Encased (C.E.)	1,500	LF	29 -	43,500 -
60.	L-110.5.3: One 2-inch Conduit, in Sawcut	2,050	LF	34 -	69,700 -
61.	L-110.5.4: Two 2-inch Conduits, D.B.	150	LF	34 -	5,100 -
62.	L-110.5.5: Two 2-inch Conduits, C.E.	240	LF	37 -	8,880 -
63.	L-110.5.6: Two 4-inch Conduits, D.B.	30	LF	58 -	1,740 -
64.	L-110.5.7: Four 4-inch Conduits, D.B.	1000	LF	90 -	90,000 -
65.	L-110.5.8: Four 4-inch Conduits, C.E.	910	LF	106 -	96,460 -
66.	L-110.5.9: Five 4-inch Conduits, D.B.	200	LF	120 -	24,000 -
67.	L-115.5.1: Handhole, Aircraft Load Rated	17	EA	12,400 -	210,800 -
68.	L-115.5.2: Adjust Handhole to Grade	1	EA	7,000 -	7,000 -
69.	L-804-5.1: Elevated Runway Guard Light	14	EA	6,000 -	84,000 -
70.	L-849-5.1: LED Runway End Identifier Lights (REIL)	2	EA	22,000 -	44,000 -
71.	L-850-3.1: Flush Inpavement Runway Edge Light (LED)	2	EA	4,600 -	9,200 -
72.	L-850-3.2: Flush Inpavement Runway Edge Light (LED), Core Drilled	3	EA	5,600 -	16,800 -
73.	L-852-5.1: In-Pavement Runway Guard Light (LED)	60	EA	4,300 -	258,000 -
74.	L-852-5.2: In-Pavement Runway Guard Light (LED) on Existing Basecan	6	EA	3,000 -	18,000 -
75.	L-858-5.1: New Sign on New Concrete Base, Size 2, 2 Module	14	EA	5,500 -	77,000 -
76.	L-858-5.2: New Sign on New Concrete Base, Size 2, 3 Module	19	EA	6,800 -	129,200 -
77.	L-858-5.3: New Sign on New Concrete Base, Size 2, 4 Module	11	EA	8,900 -	97,900 -
78.	L-858-5.5: Replace Sign Panels, Size 2, 2 Module	5	EA	1,200 -	6,000 -

BASE BID – IMPROVEMENTS TO RUNWAY 7R-25L					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
79.	L-858-5.6: Replace Sign Panels, Size 2, 3 Module	9	EA	1,600-	14,400 -
80.	L-858-5.7: Replace Sign Panels, Size 2, 4 Module	1	EA	2,100-	2,100 -
81.	L-858-5.8: Replace Sign Panels, Size 3, 3 Module	5	EA	1,700-	8,500 -
82.	L-861-5.1: LED Elevated Taxiway Edge Light	104	EA	2,000-	208,000-
83.	L-861-5.2: LED Elevated Taxiway Edge Light, Core Drilled	40	EA	2,400-	96,000-
84.	L-861-5.3: LED Elevated Taxiway Edge Light on Existing Basecan	25	EA	720 -	18,000 -
85.	L-862-4.1: Elevated Runway Edge Light (LED)	33	EA	2,500-	82,500 -
86.	L-862-4.2: Elevated Runway Threshold/End Light (LED)	15	EA	2,600-	39,000 -
87.	L-862-4.3: Elevated Runway Threshold/End Light (LED), Core Drilled	1	EA	3,800-	3,800 -
88.	L-867/868-6.1: Size "B" L-867 Base Can with Cover	15	EA	2,400-	36,000 -
89.	L-867/868-6.2: Size "B" L-867 Base Can Cover	45	EA	160-	7,200 -
90.	L-867/868-6.3: Size "B" L-867 Base Can Cover, Load Rated	4	EA	210 -	840 -
91.	L-880-6.1: New 4-box PAPI	1	LS	67,000-	67,000 -
92.	L-880-6.2: Relocated 4-box PAPI	1	LS	52,000-	52,000 -
TOTAL BASE BID (ITEMS 1-92)		\$12,896,982.99			

ADDITIVE ALTERNATIVE A – NORTH RUN-UP AREA					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
93.	G300-4.1a: Asphalt Pavement Removal	765	SY	6.20	4,743 -
94.	G300-4.2a: Pavement Marking Removal	458	SF	0.70	320.60 320.60
95.	G300-4.7a: Demolish Miscellaneous Concrete Foundation	1	EA	6,200 -	6,200 -

ADDITIVE ALTERNATIVE A – NORTH RUN-UP AREA					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
96.	P151-4.1a: Clearing & Grubbing	1.13	ACRE	28,000-	31,640-
97.	P152-4.1a: Excavation - Unclassified	351	CY	21-	7,371-
98.	P152-4.2a: Excavation - Over	5	CY	21-	105-
99.	P-152-4.3a Excavation - Unsuitable	100	CY	60-	6,000-
100.	P154-5.1a: Subbase Course (P-154)	294	CY	17-	4,998-
101.	P155-8.1a: Lime-Treated Subgrade (P-155)	2,078	CY	35-	72,730-
102.	P208-5.1a: Aggregate Base Course (P-208)	789	CY	58-	45,762-
103.	P401-8.1a: Plant Mix Bituminous Pavements (P-401)	1,424	TON	110-	156,640-
104.	P620-5.1a: Pavement Marking - Yellow (2 Coats)	3,863	SF	1.25	4,828.75
105.	P620-5.3a: Pavement Marking - Black (1 Coat)	4,333	SF	0.37	1,603.21
106.	P620-5.4a: Pavement Marking - Green (1 Coat)	21,198	SF	0.42	8,903.16
107.	P620-5.6a: Elevated Taxiway Marker	41	EA	160-	6,560-
108.	D701-5.1a: 15" Class V RCP Storm Drain	352	LF	300-	105,600-
109.	D751-5.1a: Connect to Existing Storm Drain	1	EA	3,700-	3,700-
110.	D751-5.2a: Construct Storm Drainage Inlet	1	EA	9,400-	9,400-
111.	T901-5.1a: Hydroseeding	0.58	ACRE	4,000-	2,320-
112.	L-100.5.1a: Airfield Electrical Demolition	1	LS	3,300-	3,300-
113.	L-108.5.1a: 5 kV Airfield Lighting Cable	400	LF	2-	800-
114.	L-110.5.1a: One 2-inch Conduit, Direct Buried (D.B.)	190	LF	24-	4,560-
115.	L-110.5.2a: One 2-inch Conduit, Concrete Encased (C.E.)	90	LF	25-	2,250-
116.	L-858-5.1a New Sign on New Concrete Base, Size 2, 2 Module	1	EA	4,700-	4,700-
117.	L-858-5.3a: New Sign on New Concrete Base, Size 2, 4 Module	1	EA	7,400-	7,400-
118.	L-861-5.1a: LED Elevated Taxiway Edge Light	2	EA	1,700-	3,400-

ADDITIVE ALTERNATIVE A – NORTH RUN-UP AREA

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
TOTAL BASE BID (ITEMS 93-118)		505,834.72			

ADDITIVE ALTERNATIVE B – SOUTH RUN-UP AREA

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
119.	G300-4.1b: Asphalt Pavement Removal	837	SY	6.20	5,189.40
120.	G300-4.2b: Pavement Marking Removal	5,303	SF	0.70	3,712.10
121.	G300-4.4b: Demolition of Existing Storm Drain Structure	2	EA	3,700-	7,400-
122.	G300-4.6b: Utility Protection	1,182	SF	2.60	3,073.20
123.	P101-5.1b: Variable Depth Mill of Existing AC	7,210	SY	1.80	12,978.-
124.	P101-5.2b: Crack Seal	1,442	LF	3.15	4,542.30
125.	P151-4.1b: Clearing & Grubbing	0.83	ACRE	28,000-	23,240-
126.	P152-4.1b: Excavation - Unclassified	983	CY	21-	20,643-
127.	P152-4.2b: Excavation - Over	12	CY	21-	252-
128.	P-152-4.3b Excavation - Unsuitable	100	CY	60-	6,000-
129.	P154-5.1b: Subbase Course (P-154)	146	CY	17-	2,482-
130.	P155-8.1b: Lime-Treated Subgrade (P-155)	1,613	CY	35-	56,455-
131.	P208-5.1b: Aggregate Base Course (P-208)	634	CY	58-	36,772-
132.	P401-8.1b: Plant Mix Bituminous Pavements (P-401)	2,343	TON	110-	257,730-
133.	P620-5.1b: Pavement Marking - Yellow (2 Coats)	6,566	SF	1.25	8,207.50
134.	P620-5.3b: Pavement Marking - Black (1 Coat)	7,224	SF	0.37	2,672.88
135.	P620-5.4b: Pavement Marking - Green (1 Coat)	27,452	SF	0.42	11,529.84
136.	P620-5.6b: Elevated Taxiway Marker	57	EA	160-	9,120-

ADDITIVE ALTERNATIVE B – SOUTH RUN-UP AREA					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
137.	D701-5.1b: 15" Class V RCP Storm Drain	102	LF	300 -	30,600 -
138.	D701-5.4b: Construct Class A Bedding (Continuous Concrete Cradle)	33	CY	250 -	8,250 -
139.	D751-5.2b: Construct Storm Drainage Inlet	2	EA	9,400 -	18,800 -
140.	D751-5.6b: Construct Concrete Collar	2	EA	1,250 -	2,500 -
141.	T901-5.1b: Hydroseeding	0.06	ACRE	24,000 -	1,440 -
142.	L-100.5.1b: Airfield Electrical Demolition	1	LS	3,800 -	3,800 -
143.	L-108.5.1b: 5 kV Airfield Lighting Cable	1,000	LF	2 -	2,000 -
144.	L110.5.1b: One 2-inch Conduit, Direct Buried (D.B.)	100	LF	24 -	2,400 -
145.	L110.5.2b: One 2-inch Conduit, Concrete Encased (C.E.)	40	LF	25 -	1,000 -
146.	L110.5.3b: One 2-inch Conduit, in Sawcut	95	LF	29 -	2,755 -
147.	L858.5.2b: New Sign on New Concrete Base, Size 2, 3 Module	2	EA	5,600 -	11,200 -
148.	L858.5.3b: New Sign on New Concrete Base, Size 2, 4 Module	1	EA	7,500 -	7,500 -
TOTAL BASE BID (ITEMS 119-148)		564,244.22			

ADDITIVE ALTERNATIVE C – RUNWAY 8L-26R BLAST PADS					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
149.	G300-4.2c: Pavement Marking Removal	1,111	SF	EC 1.05 1 -	1,111.55 1,111 -
150.	P151-4.1c: Clearing & Grubbing	1.60	ACRE	28,000 -	44,800 -
151.	P152-4.1c: Excavation - Unclassified	4,756	CY	24 -	114,144 -
152.	P152-4.2c: Excavation - Over	56	CY	24 -	1,344 -
153.	P-152-4.3c Excavation - Unsuitable	100	CY	60 -	6,000 -
154.	P154-5.1c: Subbase Course (P-154)	1,939	CY	25 -	48,475 -

ADDITIVE ALTERNATIVE C – RUNWAY 8L-26R BLAST PADS					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
155.	P208-5.1c: Aggregate Base Course (P-208)	1,077	CY	58-	62,466-
156.	P403-8.1c: Hot Mix Asphalt Pavements (P-403)	1,772	TON	73-	129,356-
157.	P620-5.1c: Pavement Marking - Yellow (2 Coats)	6,198	SF	1.35	8,367.30
158.	P620-5.3c: Pavement Marking - Black (1 Coat)	1,878	SF	0.42	788.76
159.	P640-5.1c: Geogrid	7,755	SY	1.40	10,857-
160.	T901-5.1: Hydroseeding	0.22	ACRE	8,000-	1,760-
TOTAL BASE BID (ITEMS 149-160) \$429,469.06					

ADDITIVE ALTERNATIVE D – TAXIWAY F SLURRY SEAL					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
161.	G300-4.2d: Pavement Marking Removal	4,986	SF	1.05	5,235.30
162.	P101-5.2d: Surface Preparation - Crack Seal	43,315	LF	0.50	21,657.50
163.	P608-8.1d: Asphalt Surface Treatment – Slurry Seal	43,315	SY	2-	86,630-
164.	P620-5.1d: Pavement Marking - Yellow (2 Coats)	5,482	SF	1.35	7,400.70
165.	P620-5.3d: Pavement Marking - Black (1 Coat)	5,091	SF	0.42	2,138.22
TOTAL BASE BID (ITEMS 161-165) \$123,061.72					

TOTAL AMOUNT BID - SUMMARY	
BASE BID (1-92)	\$12,896,982.99
ADDITIVE A (93-118)	\$505,834.72
ADDITIVE B (119-148)	\$564,244.22

ADDITIVE C (149-160)	\$ 429,469.06
ADDITIVE D (161-165)	\$ 123,061.72
TOTAL (BASE BID PLUS ALL ADDITIVES)	\$ 14,519,592.71

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? NO Which racial minority? —
 Is the Bidder a Women-Owned Business? NO

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

GREENSHED

(Continued on Next Page)

ADDENDA

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

1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,

[Signature]
Signature**

ALL AMERICAN ASPHALT - CORP.
Legal Name of Company

EDWARD J. CARLSON, VICE PRES
Print Name / Title

Names of Other General Partners

Names of Other Partners

CALIFORNIA

State of Incorporation

CA
State Where Registered as LLC

400 E. SIXTH ST. CORONA, CA

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

951-736-7600 / 951-736-7646

Telephone Number / Fax Number

ecarlson@allamericanasphalt.com
Email Address

267073

Contractor's License Number

BU00071480

City of Long Beach Business License Number

10-21-17

City of Long Beach Business License Expiration Date

P.O. Box 2229 - CORONA, CA
Address on City Business License 92878

____ If Bidder is an individual, set forth his/her signature.

____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..

____ If Bidder is a general partnership, set forth the signature of the general partner.

____ If Bidder is a limited partnership, provide names of other partners.

____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company

X If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

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:

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: JUNE 13, 2017

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: WC 593205700
 - B. Name of Insurer (NOT Broker): ZURICH AMER INS. Co.
 - C. Address of Insurer: 777 SOUTH FIBEROA ST. - SUITE 3900 - LA, CA 90017
 - D. Telephone Number of Insurer: 877-928-4531
- 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: BAP557108801
 - C. Name of Insurer (NOT Broker): ZURICH AMER INS. Co.
 - D. Address of Insurer: 777 SOUTH FIBEROA ST. - SUITE 3900 - LA, CA 90017
 - E. Telephone Number of Insurer: 877-928-4531
- 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: 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: [REDACTED]

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business 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 and location of business 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>Vellutini Corp. DBA Royal Electric</u>	Type of Work <u>Electrical</u>
Address <u>8481 Carbide Ct.</u>	DIR# <u>1000000111</u>
City <u>Sacramento, Ca.</u>	Dollar Value of Subcontract <u>\$3,275,388.00</u>
Phone No. <u>(916) 226-2100</u>	
License No. <u>351377</u>	

Name <u>Pavement Recycling Systems</u>	Type of Work <u>Line treat</u>
Address <u>10240 San Sevaline Way</u>	DIR# <u>1000003363</u>
City <u>Jurupa Valley, Ca.</u>	Dollar Value of Subcontract <u>\$1,181,495.55</u>
Phone No. <u>(951) 682-1091</u>	
License No. <u>569352</u>	

Name <u>Chrisp Company</u>	Type of Work <u>Striping</u>
Address <u>2280 S. Lilac Ave</u>	DIR# <u>1000000306</u>
City <u>Bloomington, Ca.</u>	Dollar Value of Subcontract <u>\$306,808.80</u>
Phone No. <u>(909) 746-0356</u>	
License No. <u>374600</u>	

Name <u>CL Surveying & Mapping</u>	Type of Work <u>Survey</u>
Address <u>1269 Pomona Rd. #108</u>	DIR# <u>1000007166</u>
City <u>Corona, Ca.</u>	Dollar Value of Subcontract <u>\$270,600.00</u>
Phone No. <u>(909) 484-4200</u>	
License No. <u>LS 8231</u>	

Name <u>O'Duffy Construction</u>	Type of Work <u>Storm Drain</u>
Address <u>24034 Gunther Rd.</u>	DIR# <u>1000012167</u>
City <u>Rancho Land, Ca</u>	Dollar Value of Subcontract <u>\$573,084.00</u>
Phone No. <u>(951) 928-0992</u>	
License No. <u>647025</u>	

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 and location of the place of business 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 and location of business 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 Marina Landscape Type of Work Hydroseed
Address 17848 Van Buren Blvd. DIR# 1000000079
City Riverside, CA Dollar Value of Subcontract \$ 63,290.40
Phone No. (949) 254-4639
License No. 492862

Name American Road Maintenance Type of Work Seal Coat
Address 4554E Eco. ^(E.C.) Place DIR# 1000041545
City TVScon, AZ ^{Industrial} Dollar Value of Subcontract \$ 93,630.00
Phone No. (630) 417-0227
License No. 928100

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

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

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

APPENDIX “A”

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

 STATE OF CALIFORNIA
BOARD OF EQUALIZATION

Please type or print clearly. Read instructions on reverse before completing this form.
SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

Bond No. 7654317
Premium: \$57,352.00
Premium is for contract term and is subject
to adjustment based on final contract price
Executed in: 2 Counterparts

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL PERSONS BY THESE PRESENT: That we, All American Asphalt, as PRINCIPAL, and Fidelity and Deposit Company of Maryland, located at 777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of Maryland, admitted as a surety in the State of California and authorized to transact business in the State of California, as Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Fourteen Million, Five Hundred Nineteen Thousand, Five Hundred Ninety Two and 71/100 DOLLARS (\$ 14,519,592.71), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Improvements to Runway 7R-25L at Long Beach Airport - Specification No. R-7085 A.I.P Project No. 3-06-0127-44 AP1072-01 and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 22nd day of August, 2017.

All American Asphalt

CONTRACTOR/PRINCIPAL

By: [Signature]
Name: EDWARD J. CARLSON
Title: VICE PRESIDENT

By: [Signature]
Name: MICHAEL PARKAS
Title: SECRETARY

Approved as to form this 29th day
of August, 2017
CHARLES PARKIN
ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

Fidelity and Deposit Company of Maryland

SURETY, admitted in California

By: [Signature]
Name: Rebecca Haas-Bates
Title: Attorney-in-Fact

Telephone: (213) 270-0600
Zurich American Insurance Company (NAIC #16535) State of Inc. New York Liability Limit \$15,592.71
Name & Address: 1299 Zurich Way, 5th Floor
Schaumburg, IL 60196
Signature: [Signature]
Name & Title: Rebecca Haas-Bates, Attorney-in-Fact

Approved as to sufficiency this 5th day
of September, 2017

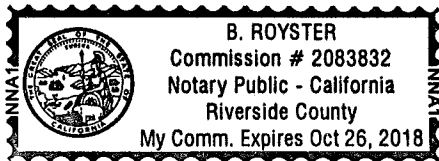
By: [Signature]
City Manager/City Engineer

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

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 RiversideOn August 25, 2017 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officerpersonally 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

Signature of Notary PublicPlace 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 DocumentTitle or Type of Document Faithful Performance Bond – City of Long BeachDocument Date: August 22, 2017 Number of Pages: 3Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact**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**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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)

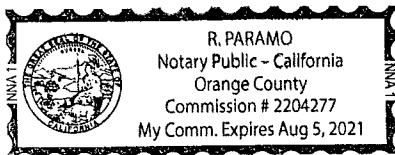
On 08/22/2017 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer

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 [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: Performance Bond No. 7654317 Document Date: 08/22/2017
Number of Pages: One(1) 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: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____
Zurich American Insurance Company

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, 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 22nd day of August, A.D. 2017

ATTEST:

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

Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary



State of Maryland
County of Baltimore

On this 22nd day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, 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.

Constance A. Dunn

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



Bond No.: 7654317

Premium is included in the performance bond

Executed in: 2 Counterparts

LABOR AND MATERIAL BOND

KNOW ALL PERSONS BY THESE PRESENT: That we, All American Asphalt

Company of Maryland, as PRINCIPAL, and Fidelity and Deposit
Los Angeles, CA 90017, located at 777 S. Figueroa Street, Suite 3900
Maryland, a corporation, incorporated under the laws of the State of
Maryland, admitted as a surety in the State of California and authorized to transact business in the State of California, as
Surety, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of
Fourteen Million, Five Hundred Nineteen Thousand, Five Hundred Ninety Two and 71/100

DOLLARS (\$14,519,592.71), lawful money of the United States of America, for the payment of which
sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and
severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City
of Long Beach for the Improvements to Runway 7R-25L at Long Beach Airport - Specification No. R-7085 A.I.P. Project No.
3-06-0127-44 AP1072-01 and is required by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the
formalities required by law on this 22nd day of August, 20 17.

All American Asphalt
CONTRACTOR/PRINCIPAL

By: [Signature]
Name: EDWARD J. CARLSON
Title: VICE PRESIDENT

By: [Signature]
Name: MICHAEL PARKAS
Title: SECRETARY

Approved as to form this 29th day
of August, 20 17
CHARLES PARKIN
ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

Fidelity and Deposit Company of Maryland
SURETY, admitted in California

By: [Signature]
Name: Rebecca Haas-Bates
Title: Attorney-in-Fact

Telephone: (213) 270-0600

Zurich American Insurance Company (NAIC #16535)	State of Inc.	Liability Limit
Name & Address: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196	New York	\$15,592.71
Signature: <u>[Signature]</u>		
Name & Title: Rebecca Haas-Bates, Attorney-in-Fact		

Approved as to sufficiency this 5th day
of September, 20 17

By: [Signature]
City Manager/City Engineer

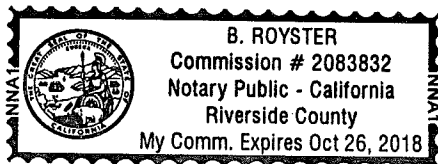
NOTE: 1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's
certificate of acknowledgement must be attached.

2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, CA Corp. Code,
then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

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 RiversideOn August 25, 2017 before me, B. Royster, Notary Public
Date Here Insert name and Title of the Officerpersonally 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

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 DocumentTitle or Type of Document Labor and Material Bond – City of Long BeachDocument Date: August 22, 2017 Number of Pages: 3Signer(s) Other Than Named Above: Rebecca Haas-Bates, Attorney-in-Fact**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**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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**RIGHT THUMBPRINT
OF SIGNER**

Top of thumb here

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)

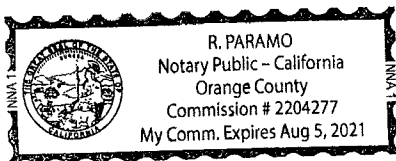
On 08/22/2017 before me, R. Paramo, Notary Public,
Date Here Insert Name and Title of the Officer

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 [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: Payment Bond No. 7654317 Document Date: 08/22/2017
Number of Pages: One(1) 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: Rebecca Haas-Bates
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
Zurich American Insurance Company

**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 Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **Michael P. Bond, 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 22nd day of August, A.D. 2017.

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

Michael P. Bond

By: *Michael P. Bond*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary



**State of Maryland
County of Baltimore**

On this 22nd day of August, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Michael P. Bond, 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.

Constance A. Dunn

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

