

CONTRACT

32704

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3 THIS CONTRACT is made and entered, in duplicate, as of June 13, 2012
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting held on June 12, 2012, by and between PALP, INC.
6 DBA EXCEL PAVING COMPANY, a California corporation ("Contractor"), whose address
7 is 2230 Lemon Avenue, Long Beach, California 90806, and the CITY OF LONG BEACH,
8 a municipal corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Annual Contract for Cape
10 Sealing and Associated Minor Improvements in the City of Long Beach, California," dated
11 May 30, 2012, and published by City, bids were received, publicly opened and declared
12 on the date specified in said Notice; and

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

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Project Plans and Specifications No. R-
16 6922;

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

19 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
20 supervision, tools, materials, supplies, appliances, equipment and transportation for the
21 work described in "Project Plans and Specifications No. R-6922 for Annual Contract for
22 Cape Sealing and Associated Minor Improvements in the City of Long Beach, California,"
23 said work to be performed according to the Contract Documents identified below.
24 However, this Contract is intended to provide to City complete and finished work and, to
25 that end, Contractor shall do everything necessary to complete the work, whether or not
26 specifically described in the Contract Documents.

27 2. PRICE AND PAYMENT.

28 A. City shall pay to Contractor the amount(s) for materials and

1 work identified in Contractor's "Bid for Annual Contract for Cape Sealing and
2 Associated Minor Improvements in the City of Long Beach, California," attached
3 hereto as Exhibit "A".

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

7 3. CONTRACT DOCUMENTS.

8 A. The Contract Documents include: The Notice Inviting Bids,
9 Project Specifications No. R-6922 (which may include by reference the Standard
10 Specifications for Public Works Construction, latest edition, and any supplements
11 thereto, collectively the "Standard Specifications"); the City of Long Beach
12 Standard Plans; the California Code of Regulations; the various Uniform Codes
13 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
14 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
15 Business Enterprise Program; this Contract and all documents attached hereto or
16 referenced herein including but not limited to insurance; Bond for Faithful
17 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
18 addenda or change orders issued in accordance with the Standard Specifications;
19 any permits required and issued for the work; approved final design drawings and
20 documents; and the Information Sheet. These Contract Documents are
21 incorporated herein by the above reference and form a part of this Contract.

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

1 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
2 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
3 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

4 4. TIME FOR CONTRACT. The term of this Agreement shall
5 commence at midnight on June 30, 2012, and shall terminate at 11:59 p.m. on July 1,
6 2013, unless sooner terminated as provided in this Contract, or unless the services or the
7 Project is completed sooner.

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

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

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

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

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

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

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

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

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

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

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

1 16. CERTIFIED PAYROLL RECORDS.

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

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

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

24 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
25 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
26 and custody of the work. If any loss or damage occurs to the work that is not covered by
27 collectible commercial insurance, excluding loss or damage caused by earthquake or
28 flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or
2 refuses to make the City whole or pay, then City may do so and the cost and expense of
3 doing so shall be deducted from the amount due Contractor from City hereunder.

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

7 19. TAXES AND TAX REPORTING.

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

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

28 C. Contractor shall create and operate a buying company, as

1 defined in State of California Board of Equalization Regulation 1699, subpart (h),
2 in City if Contractor will purchase over \$10,000 in tangible personal property
3 subject to California sales and use tax.

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

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

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

26 21. AUDIT. If payment of any part of the consideration for this Contract
27 is made with federal, state or county funds and a condition to the use of those funds by
28 City is a requirement that City render an accounting or otherwise account for said funds,

1 then City shall have the right at all reasonable times to examine, audit, inspect, review,
2 extract information from, and copy all books, records, accounts and other information
3 relating to this Contract.

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

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

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

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

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

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

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

4 28. COSTS. If there is any legal proceeding between the parties to
5 enforce or interpret this Contract or to protect or establish any rights or remedies
6 hereunder, the prevailing party shall be entitled to its costs, including reasonable
7 attorney's fees.

8 29. 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 30. 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
19 Beach Municipal Code, as amended from time to time.

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

24 "During the performance of a Contract with the City of Long Beach,
25 the 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
5 to 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
11 its 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
13 used as evidence against the Contractor in actions taken pursuant to the
14 provisions of Long Beach Municipal Code section 2.93 et seq., Contractor
15 Responsibility.

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

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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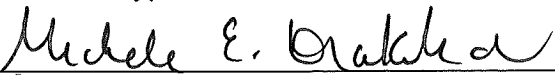
IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation

June 18, 2012

By 
President
C.P. BROWN, PRESIDENT
Type or Print Name

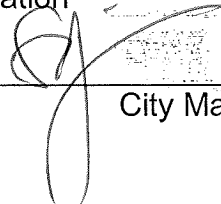
June 18, 2012

By 
Secretary
MICHELE E. DRAKULICH ASST. SECRETARY
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation

7.10., 2012

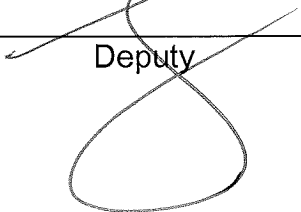
By 
Assistant City Manager
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Contract is approved as to form on 6/28,

2012.

ROBERT E. SHANNON, City Attorney

By 
Deputy

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6-18-12 before me, C. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared C.P. Brown and Michele E. Drakulich

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/it~~ 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.

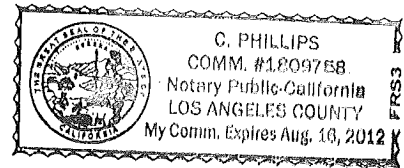
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C Phillips

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Contract

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 12 Document Date 6-18-12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

President

(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

BIDDER'S NAME: _____

**BID TO THE CITY OF LONG BEACH
ANNUAL CONTRACT FOR CAPE SEALING
AND ASSOCIATED MINOR IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on May 30, 2012 at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-6922 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.

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
1.	Cape Seal	20,000 to 50,000	SY	12. ⁰⁰
2.		50,001 to 160,000	SY	10. ⁵⁰
3.		160,001 or more	SY	9.95
4.	Polymer-modified Emulsion Recycled Asphalt Pavement Aggregate Slurry Seal Surfacing	100 to 400	Tons	530. ⁰⁰
5.		401 to 1,200	Tons	335. ⁰⁰
6.		1,201 or more	Tons	310. ⁰⁰
7.	Cold Milling Asphalt Concrete Pavement, 6' Wide, 1" Maximum Depth	500 to 1,000	SY	8.95
8.		1,001 to 2,000	SY	3.75
9.		2,001 to 3,000	SY	3.45
10.		3,001 or more	SY	2.50

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
11.	Bituminous Pavement Removal	0.5 to 1.5	CY	595. ⁰⁰
12.		1.6 to 5.0	CY	360. ⁰⁰
13.		5.1 to 20.0	CY	165. ⁰⁰
14.		20.1 to 50.0	CY	135. ⁰⁰
15.		50.1 or more	CY	135. ⁰⁰
16.	Concrete Removal	0.5 to 1.5	CY	595. ⁰⁰
17.		1.6 to 5.0	CY	365. ⁰⁰
18.		5.1 to 20.0	CY	165. ⁰⁰
19.		20.1 to 50.0	CY	135. ⁰⁰
20.		50.1 or more	CY	135. ⁰⁰
21.	Unclassified Excavation	1 to 10	CY	295. ⁰⁰
22.		11 to 50	CY	135. ⁰⁰
23.		51 to 100	CY	105. ⁰⁰
24.		101 or more	CY	105. ⁰⁰
25.	Crushed Miscellaneous Base	1 to 5	CY	240. ⁰⁰
26.		6 to 10	CY	130. ⁰⁰
27.		11 to 25	CY	120. ⁰⁰
28.		26 or more	CY	110. ⁰⁰
29.	Adjust City Manhole Frame & Cover	1 or more	Ea	395. ⁰⁰
30.	Adjust L.A.C.S.D. Manhole Frame & Cover	1 or more	Ea	395. ⁰⁰
31.	Adjust Water Gate Box & Cover	1 or more	Ea	280. ⁰⁰
32.	Reconstruct Water Gate Box & Cover	1 or more	Ea	555. ⁰⁰
33.	Adjust Gas Valve Box & Cover	1 or more	Ea	275. ⁰⁰
34.	Replace Pull Box	1 or more	Ea	1100. ⁰⁰
35.	Relocate Pull Box	1 or more	Ea	1225. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
36.	Survey Monument Type C with Casting & Cover	1 or more	Ea	610. ⁰⁰
37.	Install Survey Monument Casting & Cover	1 or more	Ea	610. ⁰⁰
38.	Adjust Survey Monument Casting & Cover	1 or more	Ea	385. ⁰⁰
39.	Survey Bench Mark, Type 1	1 or more	Ea	610. ⁰⁰
40.	Curb Drain	1 or more	Ea	550. ⁰⁰
41.	PCC Curb, SPPWC Type A1-6, A1 Integral, C1-6, or C1-8	1 to 50	LF	51. ⁰⁰
42.		51 to 100	LF	41. ⁰⁰
43.		101 to 400	LF	32. ²⁵
44.		401 or more	LF	19. ⁵⁰
45.	Curb Ramp PCC Curb, SPPWC Type A1-6, A1 Integral, C1-6, or C1-8	1 to 50	LF	51. ⁰⁰
46.		51 to 100	LF	41. ⁰⁰
47.		101 to 400	LF	32. ²⁵
48.		401 or more	LF	19. ⁵⁰
49.	PCC Curb & Gutter, SPPWC Type A2, W=1.5'	1 to 50	LF	56. ⁶⁵
50.		51 to 100	LF	47. ⁷⁵
51.		101 to 400	LF	36. ⁷⁵
52.		401 or more	LF	28. ⁰⁰
53.	Curb Ramp PCC Curb & Gutter, SPPWC Type A2, W=1.5'	1 to 50	LF	56. ⁶⁵
54.		51 to 100	LF	57. ⁷⁵
55.		101 to 400	LF	36. ⁷⁵
56.		401 or more	LF	27. ⁸⁵
57.	PCC Gutter, 8" Thick	1 to 50	SF	35. ⁷⁵
58.		51 to 100	SF	29. ⁰⁰
59.		101 to 400	SF	15. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
60.	PCC Gutter, 8" Thick	401 or more	SF	11.00
61.	PCC Sidewalk, 3" Thick	1 to 30	SF	38.75
62.		31 to 50	SF	36.50
63.		51 to 100	SF	15.50
64.		101 to 400	SF	6.65
65.		401 to 1,000	SF	5.45
66.		1,001 or more	SF	4.25
67.	Curb Ramp PCC Sidewalk, 3" Thick	1 to 30	SF	44.50
68.		31 to 50	SF	42.35
69.		51 to 100	SF	19.00
70.		101 to 400	SF	8.00
71.		401 to 1,000	SF	6.95
72.		1,001 or more	SF	5.55
73.	Curb Ramp Detectable Warning Surface	10 to 50	SF	72.00
74.		51 to 500	SF	40.00
75.		501 or more	SF	38.00
76.	PCC Driveway, 4" Thick	1 to 50	SF	44.55
77.		51 to 100	SF	18.00
78.		101 to 400	SF	7.75
79.		401 to 2,000	SF	6.45
80.		2,001 or more	SF	4.75
81.	PCC Driveway, 6" Thick	1 to 50	SF	50.00
82.		51 to 100	SF	21.35
83.		101 to 400	SF	9.15
84.		401 to 2,000	SF	7.85

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
85.	PCC Driveway, 6" Thick	2,001 or more	SF	6. ⁰⁰
86.	PCC Pavement, 6" Thick	1 to 100	SF	50. ⁰⁰
87.		101 to 400	SF	9.15
88.		401 to 1,000	SF	7.85
89.		1,001 to 2,000	SF	6.35
90.		2,001 to 3,000	SF	6. ⁰⁰
91.		3,001 or more	SF	5.65
92.	Asphalt Concrete Pavement, Hand Placed or Machine Placed	25 to 100	Tons	145. ⁰⁰
93.		101 to 200	Tons	115. ⁰⁰
94.		201 to 400	Tons	95. ⁰⁰
95.		401 to 600	Tons	85. ⁰⁰
96.		601 or more	Tons	85. ⁰⁰
97.		Asphalt Rubber Pavement, Hand Placed or Machine Placed	25 to 100	Tons
98.	101 to 200		Tons	120. ⁰⁰
99.	201 to 400		Tons	105.50
100.	401 to 600		Tons	105. ⁰⁰
101.	601 or more		Tons	100. ⁰⁰
102.	Asphalt Concrete Curb		1 to 2,000	LF
103.		2,001 or more	LF	6.35
104.	Removal of Traffic Striping and Pavement Markings	1 to 50	SF	2.50
105.		51 to 200	SF	2.50
106.		201 to 500	SF	2.50
107.		501 or more	SF	2.50
108.		Removal of Curb Painting	1 to 100	LF
109.	101 to 200		LF	3.35

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
110.	Removal of Curb Painting	201 to 500	LF	3.35
111.		501 or more	LF	3.35
112.	4" Reflectorized Paint Traffic Striping	1 to 50	SF	0.35
113.		51 to 200	SF	0.35
114.		201 to 500	SF	0.35
115.		501 or more	SF	0.35
116.	4" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	0.50
117.		51 to 200	SF	0.50
118.		201 to 500	SF	0.50
119.		501 or more	SF	0.50
120.	4" Thermoplastic Traffic Striping	1 to 50	SF	0.55
121.		51 to 200	SF	0.55
122.		201 to 500	SF	0.55
123.		501 or more	SF	0.55
124.	4" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	0.75
125.		51 to 200	SF	0.75
126.		201 to 500	SF	0.75
127.		501 or more	SF	0.75
128.	6" Reflectorized Paint Traffic Striping	1 to 50	SF	0.75 ^{0.75} _{0.50}
129.		51 to 200	SF	0.50
130.		201 to 500	SF	0.50
131.		501 or more	SF	0.50
132.	6" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	0.75
133.		51 to 200	SF	0.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
134.	6" Reflectorized Paint Traffic Striping, Including Pavement Markers	201 to 500	SF	0.75 0.75
135.		501 or more	SF	0.75
136.	6" Thermoplastic Traffic Striping	1 to 50	SF	0.85
137.		51 to 200	SF	0.85
138.		201 to 500	SF	0.85
139.		501 or more	SF	0.85
140.		6" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF
141.	51 to 200		SF	1.05
142.	201 to 500		SF	1.05
143.	501 or more		SF	1.05
144.	8" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	0.55
145.		51 to 200	SF	0.55
146.		201 to 500	SF	0.55
147.		501 or more	SF	0.55
148.	8" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	1.40
149.		51 to 200	SF	1.40
150.		201 to 500	SF	1.40
151.		501 or more	SF	1.40
152.	12" Reflectorized Paint Traffic Striping, Including Pavement Markers	1 to 50	SF	2.75
153.		51 to 200	SF	2.75
154.		201 to 500	SF	2.75
155.		501 or more	SF	2.75

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
156.	12" Thermoplastic Traffic Striping, Including Pavement Markers	1 to 50	SF	3.35
157.		51 to 200	SF	3.35
158.		201 to 500	SF	3.35
159.		501 or more	SF	3.35
160.	Curb Painting	1 to 50	LF	2.75
161.		51 to 200	LF	2.75
162.		201 to 500	LF	2.75
163.		501 or more	LF	2.75
164.	Thermoplastic Arrows Pavement Marking	1 to 5	Ea	195. ⁰⁰
165.		6 to 10	Ea	195. ⁰⁰
166.		11 to 20	Ea	195. ⁰⁰
167.		21 or more	Ea	195. ⁰⁰
168.	8' Reflectorized Paint Pavement Letter	4 to 20	Ea	22. ⁰⁰
169.		21 to 100	Ea	22. ⁰⁰
170.		101 or more	Ea	22. ⁰⁰
171.	8' Thermoplastic Paint Pavement Letter	4 to 20	Ea	35. ⁰⁰
172.		21 to 100	Ea	35. ⁰⁰
173.		101 or more	Ea	35. ⁰⁰
174.	Parking T's, Thermoplastic	4 to 20	Ea	83. ⁰⁰
175.		21 to 100	Ea	83. ⁰⁰
176.		101 or more	Ea	83. ⁰⁰
177.	Loop Detectors	1 to 5	Ea	390. ⁰⁰
178.		6 to 10	Ea	280. ⁰⁰
179.		11 or more	Ea	250. ⁰⁰

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)
180.	Bicycle Loop Detectors	1 to 5	Ea	385. ⁰⁰
181.		6 to 10	Ea	275. ⁰⁰
182.		11 or more	Ea	245. ⁰⁰

We understand 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? NO
 Is the Bidder a Women-Owned Business? NO

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

Greensheet / Press Telegram

(Continued on Next Page)

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:

PALP, INC. DBA
EXCEL PAVING COMPANY

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

C. P. Brown

C.P. BROWN, PRESIDENT

Title: _____

Date: 5/30/2012

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: A-ICG-SD211108
- B. Name of Insurer (NOT Broker): Old Republic
- C. Address of Insurer: 225 South Lake Ave #900 Pasadena Ca 91101
- D. Telephone Number of Insurer: 626 683 5115

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): Fleet policy SEE ATTACHED
- B. Automobile Liability Insurance Policy Number: AICASD211108
- C. Name of Insurer (NOT Broker): Old Republic
- D. Address of Insurer: 225 South Lake Ave #900 Pasadena Ca 91101
- E. Telephone Number of Insurer: 626 683 5115

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: 8-10

5) Estimated total wages to be paid those workers: Vary

6) Dates (or schedule) when those wages will be paid: Weekly on Fridays

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

7) Estimated total number of independent contractors to be used on this Contract: N/A

8) Taxpayer's Identification Number: [REDACTED]

LIST OF SUBCONTRACTORS

EXHIBIT D

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 contractor 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 MANHOLE ADJUSTING Type of Work CAPE SEAL
Address 9500 BEVERLY BLVD.
City PICO RIVERA, CA Dollar Value of Subcontract \$ _____
Phone No. 323-558-8000
License No. 398443

Name PAVEMENT COATINGS Type of Work SLURRY
Address 10240 SAN SEVANE WY.
City MIRA LOMA, CA Dollar Value of Subcontract \$ _____
Phone No. 714-826-3011
License No. 303609

Name STERND AHL ENTERPRISES Type of Work STRIPING
Address 11861 BRANFORD ST.
City SUN VALLEY, CA Dollar Value of Subcontract \$ _____
Phone No. 818-834-8199
License No. 421823

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

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 FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain View Road, Warren, NJ 07059, a corporation, incorporated under the laws of the State of Indiana, 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 FIVE HUNDRED THOUSAND DOLLARS (\$500,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Cape Sealing and Associated Minor Improvements 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 18th day of June, 2012.

PALP Inc. dba Excel Paving Company
Contractor
By: C.P. Brown
Name: C.P. BROWN
Title: PRESIDENT
By: Michele E. Drakulich
Name: MICHELE E. DRAKULICH
Title: ASST. SECRETARY

Federal Insurance Company
SURETY, admitted in California
By: Timothy D. Rapp
Name: Timothy D. Rapp
Title: Attorney in Fact
Telephone: 908-903-2000

Approved as to form this 28th day of June, 2012.

Approved as to sufficiency this 26th day of JUNE, 2012.

ROBERT E. SHANNON, City Attorney
By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6-18-12 before me, C. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared C.P. Brown and Michele E. Drakulich

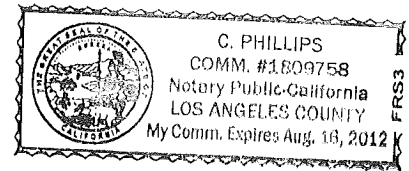
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/it~~ they executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument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

C Phillips
Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Faithful Prof. Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 6-18-12

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~ is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ACKNOWLEDGMENT

State of California
County of Orange)

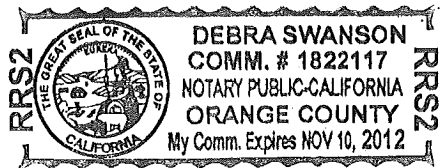
On 06/18/2012 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

personally appeared Timothy D. Rapp
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 Debra Swanson (Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

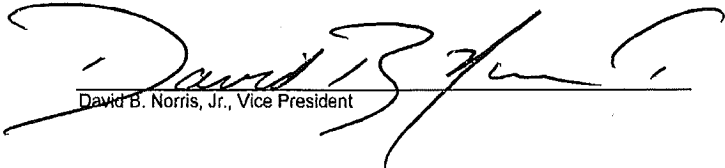
**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.


Kenneth C. Wendel, Assistant Secretary


David B. Norris, Jr., Vice President

STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By-Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By-Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 14, 2014**


Notary Public

CERTIFICATION

Extract from the By-Laws of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing extract of the By-Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 18th day of June, 2012




Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com

KNOW ALL MEN BY THESE PRESENTS: That we, PALP, INC. DBA EXCEL PAVING COMPANY, a California corporation, as PRINCIPAL, and Federal Insurance Company, located at 15 Mountain View Road, Warren, NJ 07059, a corporation, incorporated under the laws of the State of Indiana, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Annual Contract for Cape Sealing and Associated Minor Improvements is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 18th day of June, 2012.

PALP Inc. dba Excel Paving Company
Contractor
By: C.P. BROWN
Name: C.P. BROWN
Title: PRESIDENT
By: Michele E. Oradica
Name: NICHELE E. DRAKULICH
Title: ASST. SECRETARY

Federal Insurance Company
SURETY, admitted in California
By: Timothy D. Rapp
Name: Timothy D. Rapp
Title: Attorney in Fact
Telephone: 908-903-2000

Approved as to form this 20th day of June, 2012.
ROBERT E. SHANNON, City Attorney

Approved as to sufficiency this 26th day of JUNE, 2012.

By: Deputy City Attorney

By: City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of Los Angeles

On 6-18-12 before me, C. Phillips, Notary Public
(Here insert name and title of the officer)

personally appeared C.P. Brown and Michele E. Drakulich

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/it~~ 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.

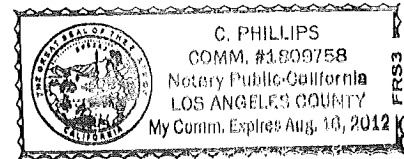
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

C. Phillips

Signature of Notary Public

(Notary Seal)



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Labor & MTR Bond
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date _____

(Additional information)

CAPACITY CLAIMED BY THE SIGNER

Individual (s)

Corporate Officer

President
(Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

ACKNOWLEDGMENT

State of California
County of Orange

On 06/18/2012 before me, Debra Swanson, Notary Public
(insert name and title of the officer)

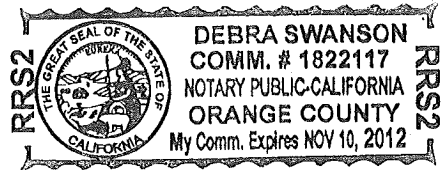
personally appeared Timothy D. Rapp
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ 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 Debra Swanson

(Seal)





**Chubb
Surety**

**POWER
OF
ATTORNEY**

**Federal Insurance Company
Vigilant Insurance Company
Pacific Indemnity Company**

**Attn: Surety Department
15 Mountain View Road
Warren, NJ 07059**

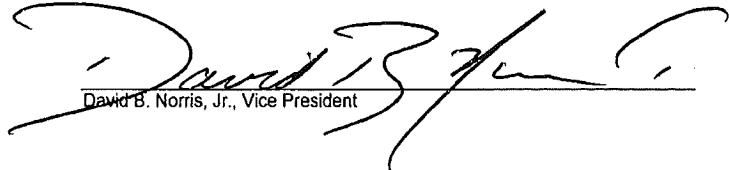
Know All by These Presents, That **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, and **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, do each hereby constitute and appoint **Douglas A. Rapp and Timothy D. Rapp of Aliso Viejo, California**-----

each as their true and lawful Attorney- in- Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** have each executed and attested these presents and affixed their corporate seals on this **16th** day of **December, 2011**.



Kenneth C. Wendel, Assistant Secretary



David B. Norris, Jr., Vice President

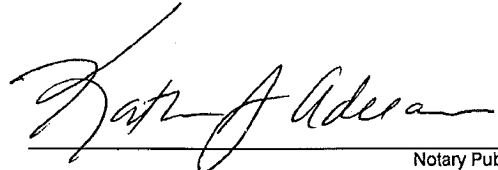
STATE OF NEW JERSEY
County of Somerset ss.

On this **16th** day of **December, 2011** before me, a Notary Public of New Jersey, personally came Kenneth C. Wendel, to me known to be Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**, the companies which executed the foregoing Power of Attorney, and the said Kenneth C. Wendel, being by me duly sworn, did depose and say that he is Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of the By- Laws of said Companies; and that he signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that he is acquainted with David B. Norris, Jr., and knows him to be Vice President of said Companies; and that the signature of David B. Norris, Jr., subscribed to said Power of Attorney is in the genuine handwriting of David B. Norris, Jr., and was thereto subscribed by authority of said By- Laws and in deponent's presence.

Notarial Seal



**KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2014**



Notary Public

CERTIFICATION

Extract from the By- Laws of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY**:

"All powers of attorney for and on behalf of the Company may and shall be executed in the name and on behalf of the Company, either by the Chairman or the President or a Vice President or an Assistant Vice President, jointly with the Secretary or an Assistant Secretary, under their respective designations. The signature of such officers may be engraved, printed or lithographed. The signature of each of the following officers: Chairman, President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Assistant Secretaries or Attorneys- in- Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached."

I, Kenneth C. Wendel, Assistant Secretary of **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, and **PACIFIC INDEMNITY COMPANY** (the "Companies") do hereby certify that

- (i) the foregoing extract of the By- Laws of the Companies is true and correct,
- (ii) the Companies are duly licensed and authorized to transact surety business in all 50 of the United States of America and the District of Columbia and are authorized by the U.S. Treasury Department; further, Federal and Vigilant are licensed in Puerto Rico and the U.S. Virgin Islands, and Federal is licensed in American Samoa, Guam, and each of the Provinces of Canada except Prince Edward Island; and
- (iii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Warren, NJ this 18th day of June, 2012





Kenneth C. Wendel, Assistant Secretary

IN THE EVENT YOU WISH TO NOTIFY US OF A CLAIM, VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT ADDRESS LISTED ABOVE, OR BY Telephone (908) 903- 3493 Fax (908) 903- 3656
e-mail: surety@chubb.com