



1 Field in the City of Long Beach, California, attached hereto as Exhibit "A"; provided,  
2 however, that the total compensation to Contractor shall not exceed the maximum  
3 cumulative amount of One Million Three Hundred Twenty-Three Thousand One  
4 Hundred Fifteen Dollars (\$1,323,115) for the estimated quantities established in the  
5 Bid, subject to additions or deductions as provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Notice Inviting Bids,  
12 Project Specifications No. R-7167 (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. C-6406 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; the  
19 Citywide Project Labor Agreement; this Contract and all documents attached hereto  
20 or referenced herein including but not limited to insurance; Bond for Faithful  
21 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
22 addenda or change orders issued in accordance with the Standard Specifications;  
23 any permits required and issued for the work; approved final design drawings and  
24 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").  
25 These Contract Documents are incorporated herein by the above reference and  
26 form a part of this Contract.

27 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
28 if any conflict or inconsistency exists or develops among or between Contract

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

9 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
10 to be specified in a written Notice to Proceed from City and shall complete all work within  
11 one hundred eighty (180) working days thereafter, subject to strikes, lockouts and events  
12 beyond the control of Contractor. Time is of the essence hereunder. City will suffer  
13 damage if the work is not completed within the time stated, but those damages would be  
14 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated  
15 damages, the amount stated in the Contract Documents.

16 5. FORCE MAJEURE. If any party fails to perform its obligations  
17 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
18 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
19 governmental regulations, governmental controls, judicial orders, enemy or hostile  
20 governmental action, pandemic, civil commotion, fire or other casualty, or other causes  
21 beyond the reasonable control of the party obligated to perform, then that party's  
22 performance will be excused for a period equal to the period of such cause for failure to  
23 perform.

24 6. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The  
25 acceptance of any work or the payment of any money by City shall not operate as a waiver  
26 of any provision of any Contract Document, of any power reserved to City, or of any right  
27 to damages or indemnity hereunder. The waiver of any breach or any default hereunder  
28 shall not be deemed a waiver of any other or subsequent breach or default.

1           7.    WORKERS' COMPENSATION CERTIFICATION.    Concurrently  
2 herewith, Contractor shall submit certification of Workers' Compensation coverage in  
3 accordance with California Labor Code Sections 1860 and 3700, a copy of which is  
4 attached hereto as Exhibit "B".

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

10          9.    CLAIMS.    Contractor shall, upon completion of the work, deliver  
11 possession thereof to City ready for use and free and discharged from all claims for labor  
12 and materials in doing the work and shall assume and be responsible for, and shall protect,  
13 defend, indemnify and hold harmless City from and against any and all claims, demands,  
14 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or  
15 damages to property, including property of City, which arises from or is connected with the  
16 performance of the work.

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

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

23          11.   WORK DAY.    Contractor shall comply with Sections 1810 through  
24 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a  
25 penalty to City, the sum of Twenty-Five Dollars (\$25.00) for each worker employed by  
26 Contractor or any subcontractor for each calendar day such worker is required or permitted  
27 to work more than eight (8) hours unless that worker receives compensation in accordance  
28 with Section 1815.

1           12. PREVAILING WAGE RATES. Contractor is directed to the prevailing  
2 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars  
3 (\$200.00) for each laborer, worker or mechanic employed for each calendar day, or portion  
4 thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates  
5 for any work done by Contractor, or any subcontractor, under this Contract. Contractor will  
6 abide by the applicable apprenticeship requirements provided in the California Labor Code.

7           13. COORDINATION WITH GOVERNMENTAL REGULATIONS.

8           A. If the work is terminated pursuant to an order of any Federal or  
9 State authority, Contractor shall accept as full and complete compensation under  
10 this Contract such amount of money as will equal the product of multiplying the  
11 Contract price stated herein by the percentage of work completed by Contractor as  
12 of the date of such termination, and for which Contractor has not been paid. If the  
13 work is so terminated, the City Engineer, after consultation with Contractor, shall  
14 determine the percentage of work completed and the determination of the City  
15 Engineer shall be final.

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

23           14. NOTICES.

24           A. Any notice required hereunder shall be in writing and personally  
25 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to  
26 Contractor at the address first stated herein, and to the City at 411 West Ocean  
27 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of  
28 address shall be given in the same manner as stated herein for other notices. Notice

1 shall be deemed given on the date deposited in the mail or on the date personal  
2 delivery is made, whichever first occurs.

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

6 15. BONDS. Contractor shall, simultaneously with the execution of this  
7 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the  
8 form attached hereto and in the amount specified therein, conditioned upon the faithful  
9 performance of this Contract by Contractor, and a good and sufficient corporate surety  
10 bond, in the form attached hereto and in the amount specified therein, conditioned upon  
11 the payment of all labor and material claims incurred in connection with this Contract.

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

18 17. CERTIFIED PAYROLL RECORDS.

19 A. Contractor shall keep and shall cause each subcontractor  
20 performing any portion of the work under this Contract to keep an accurate payroll  
21 record, showing the name, address, social security number, work classification,  
22 straight time and overtime hours worked each day and week, and the actual per  
23 diem wages paid to each journeyman, apprentice, worker, or other employee  
24 employed by Contractor or subcontractor in connection with the work, all in  
25 accordance with Division 2, Part 7, Article 2 of the California Labor Code. Such  
26 payroll records for Contractor and all subcontractors shall be certified and shall be  
27 available for inspection at all reasonable hours at the principal office of Contractor  
28 pursuant to the provisions of Section 1776 of the Labor Code. Contractor's failure

1 to furnish such records to City in the manner provided herein for notices shall entitle  
2 City to withhold the penalty prescribed by law from progress payments due to  
3 Contractor.

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

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

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

21 19. CONTINUATION. Termination or expiration of this Contract shall not  
22 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
23 prior to termination or expiration of this Contract.

24 20. TAXES AND TAX REPORTING.

25 A. As required by federal and state law, City is obligated to and  
26 will report the payment of compensation to Contractor on Form 1099-Misc.  
27 Contractor shall be solely responsible for payment of all federal and state taxes  
28 resulting from payments under this Contract. Contractor shall submit Contractor's

1 Employer Identification Number (EIN), or Contractor's Social Security Number if  
2 Contractor does not have an EIN, in writing to City's Accounts Payable, Department  
3 of Financial Management. Contractor acknowledges and agrees that City has no  
4 obligation to pay Contractor until Contractor provides one of these numbers.

5 B. Contractor shall cooperate with City in all matters relating to  
6 taxation and the collection of taxes, particularly with respect to the self-accrual of  
7 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
8 materials, equipment, supplies, or other tangible personal property totaling over One  
9 Hundred Thousand Dollars (\$100,000.00) shipped from outside California, a  
10 qualified Contractor shall complete and submit to the appropriate governmental  
11 entity the form in Appendix "A" attached hereto; and (ii) for construction contracts  
12 and subcontracts totaling Five Million Dollars (\$5,000,000.00) or more, Contractor  
13 shall obtain a sub-permit from the California Department of Tax and Fee  
14 Administration ("CFTA") for the Work site. "Qualified" means that the Contractor  
15 purchased at least Five Hundred Thousand Dollars (\$500,000.00) in tangible  
16 personal property that was subject to sales or use tax in the previous calendar year.

17 C. Contractor shall create and operate a buying company, as  
18 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over  
19 Five Million Dollars (\$5,000,000.00) in tangible personal property subject to  
20 California sales and use tax.

21 D. In completing the form and obtaining the permit(s), Contractor  
22 shall use the address of the Work site as its business address and may use any  
23 address for its mailing address. Copies of the form and permit(s) shall also be  
24 delivered to the City Engineer. The form must be submitted and the permit(s)  
25 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not  
26 order any materials or equipment over One Hundred Thousand Dollars  
27 (\$100,000.00) from vendors outside California until the form is submitted and the  
28 permit(s) obtained and, if Contractor does so, it shall be a material breach of this



1 Contract. In addition, Contractor shall make all purchases from the Long Beach  
2 sales office of its vendors if those vendors have a Long Beach office and all  
3 purchases made by Contractor under this Contract which are subject to use tax of  
4 Five Hundred Thousand Dollars (\$500,000.00) or more shall be allocated to the City  
5 of Long Beach. Contractor shall require the same cooperation with City, with  
6 regards to subsections B, C and D under this section (including forms and permits),  
7 from its subcontractors and any other subcontractors who work directly or indirectly  
8 under the overall authority of this Contract.

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

16 21. ADVERTISING. Contractor shall not use the name of City, its officials  
17 or employees in any advertising or solicitation for business, nor as a reference, without the  
18 prior approval of the City Manager, City Engineer or designee.

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

24 23. NO PECULIAR RISK. Contractor acknowledges and agrees that the  
25 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that  
26 no special precautions are required to perform said work.

27 24. THIRD PARTY BENEFICIARY. This Contract is intended by the  
28 parties to benefit themselves only and is not in any way intended or designed to or entered

1 for the purpose of creating any benefit or right of any kind for any person or entity that is  
2 not a party to this Contract.

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

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

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

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

23           29. NONDISCRIMINATION. In connection with performance of this  
24 Contract and subject to federal laws, rules and regulations, Contractor shall not  
25 discriminate in employment or in the performance of this Contract on the basis of race,  
26 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV  
27 status, handicap or disability. It is the policy of the City to encourage the participation of  
28 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City

1 encourages Contractor to use its best efforts to carry out this policy in the award of all  
2 subcontracts.

3 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
4 accordance with the provisions of the Ordinance, this Contract is subject to the applicable  
5 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach  
6 Municipal Code, as amended from time to time.

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

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

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

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

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

25 E. If the City determines that the Contractor has set up or used its  
26 contracting entity for the purpose of evading the intent of the EBO, the City may  
27 terminate the Contract on behalf of the City. Violation of this provision may be used  
28 as evidence against the Contractor in actions taken pursuant to the provisions of

1 Long Beach Municipal Code section 2.93 et seq., Contractor Responsibility.

2 31. PROJECT LABOR AGREEMENT. This Project is covered by a  
3 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
4 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
5 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours  
6 worked. The local hire provision requires best efforts to utilize qualified workers residing  
7 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip  
8 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
9 However, if Project work is funded in full or in part by State of California Tideland funds,  
10 then the local hire provision requires best efforts to utilize qualified workers residing within  
11 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the  
12 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to  
13 comply with the PLA. Contractor agrees to work with the City and its selected Independent  
14 Jobs Coordinator to promote the local hiring goals and objectives of the PLA.

15 32. 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 ///

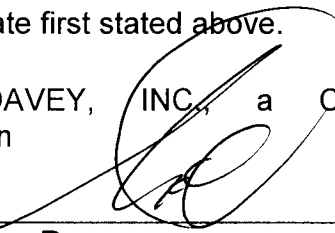
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28 ///


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 BYROM-DAVEY, INC., a California  
4 corporation

5 Dec. 17, 2020

6 By   
7 Name Steve Davey  
8 Title President & Secretary

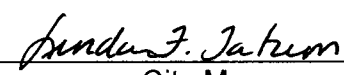
9 Dec. 17, 2020

10 By   
11 Name Christine Butler  
12 Title Treasurer

13 "Contractor"

14 CITY OF LONG BEACH, a municipal  
15 corporation

16 January 26, ~~2020~~<sup>2021</sup>

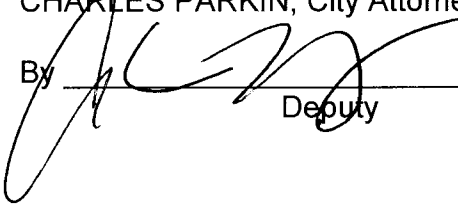
17 By   
18 City Manager

19 **EXECUTED PURSUANT  
20 TO SECTION 301 OF  
21 THE CITY CHARTER**

22 "City"

23 This Contract is approved as to form on January 13, 20~~20~~<sup>21</sup>.

24 CHARLES PARKIN, City Attorney

25 By   
26 Deputy

27 OFFICE OF THE CITY ATTORNEY  
28 CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Lona Beach, CA 90802-4664

# EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: Byrom-Davey, Inc.

**BID TO THE CITY OF LONG BEACH  
El Dorado Park West Artificial Soccer Turf Field**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on October 12, 2020 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-7167 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 bid shall be Lump Sum and inclusive of project plans and specifications to provide a complete and functional project. The bid schedule of values shall provide itemized value of certain portions of work contained within the Lump Sum Bid.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Survey and Staking	1	LS	22,000. <sup>00</sup>	22,000. <sup>00</sup>
2.	Clear and Grub	1	LS	89,100. <sup>00</sup>	89,100. <sup>00</sup>
3.	Grout Fill Existing ACP	1	LS	13,200. <sup>00</sup>	13,200. <sup>00</sup>
4.	Grading/Earthwork	1	LS	203,500. <sup>00</sup>	203,500. <sup>00</sup>
5.	18"x18" Catch Basin	1	LS	1,760. <sup>00</sup>	1,760. <sup>00</sup>
6.	Gravel Sump	1	LS	15,400. <sup>00</sup>	15,400. <sup>00</sup>
7.	8" HDPE Drain line	1	LS	16,500. <sup>00</sup>	16,500. <sup>00</sup>
8.	8" HDPE Perforated Drain Line	1	LS	29,700. <sup>00</sup>	29,700. <sup>00</sup>
9.	6" HDPE Perforated Drain Line	1	LS	27,500. <sup>00</sup>	27,500. <sup>00</sup>
10.	Drainage System for Artificial Turf Soccer Field (Artificial Turf Field Furnished and Installed by Others)	1	LS	202,400. <sup>00</sup>	202,400. <sup>00</sup>
11.	Goals with anchors	1	LS	7,150. <sup>00</sup>	7,150. <sup>00</sup>

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
12.	Corner Flags	1	LS	330. <sup>00</sup>	336. <sup>00</sup>
13.	4' high steel fence	1	LS	37,400. <sup>00</sup>	37,400. <sup>00</sup>
14.	12' wide double gate	1	LS	4,400. <sup>00</sup>	4,400. <sup>00</sup>
15.	Goal Backstop	1	LS	13,750. <sup>00</sup>	13,750. <sup>00</sup>
16.	8" x12" curb with fence	1	LS	26,400. <sup>00</sup>	26,400. <sup>00</sup>
17.	6"x 12" curb	1	LS	29,700. <sup>00</sup>	29,700. <sup>00</sup>
18.	Asphalt Paving	1	LS	4,950. <sup>00</sup>	4,950. <sup>00</sup>
19.	4" Thick Concrete sidewalk	1	LS	25,300. <sup>00</sup>	25,300. <sup>00</sup>
20.	Access Ramps	1	LS	8,140. <sup>00</sup>	8,140. <sup>00</sup>
21.	Driveway	1	LS	4,400. <sup>00</sup>	4,400. <sup>00</sup>
22.	Concrete Cross Gutter	1	LS	9,350. <sup>00</sup>	9,350. <sup>00</sup>
23.	6" concrete curb	1	LS	6,600. <sup>00</sup>	6,600. <sup>00</sup>
24.	Crosswalk Striping	1	LS	5,720. <sup>00</sup>	5,720. <sup>00</sup>
25.	4'-5' boulders (without engraving)	1	LS	20,350. <sup>00</sup>	20,350. <sup>00</sup>
26.	Allowance for 4'-5' boulders with engraving	1	LS	\$35,000	\$35,000
27.	Signage	1	LS	1,100. <sup>00</sup>	1,100. <sup>00</sup>
28.	Electrical	1	LS	50,600. <sup>00</sup>	50,600. <sup>00</sup>
29.	Turf Field Watering System with Pump	1	LS	101,200. <sup>00</sup>	101,200. <sup>00</sup>
30.	Irrigation	1	LS	40,700. <sup>00</sup>	40,700. <sup>00</sup>
31.	Sod	1	LS	60,280. <sup>00</sup>	60,280. <sup>00</sup>
32.	Mulch	1	LS	4,620. <sup>00</sup>	4,620. <sup>00</sup>
33.	90 Day Plant Maintenance	1	LS	4,510. <sup>00</sup>	4,510. <sup>00</sup>
34.	Any work and materials necessary to construct the plans and specifications in their entirety (except artificial field turf by others) not specifically identified within line items 1-33 above	1	LS	127,500. <sup>00</sup> <del>137,500.<sup>00</sup></del>	127,500. <sup>00</sup> <del>137,500.<sup>00</sup></del>



ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
35.	Mobilization (not to exceed 5% of items 1-34 above)	1	LS	60,000. <sup>00</sup>	60,000. <sup>00</sup>
36.	Independent Jobs Coordinator (1% of items 1-35 above)	1	LS	<del>4,517.<sup>00</sup></del> 13,105. <sup>00</sup>	<del>4,517.<sup>00</sup></del> 13,105. <sup>00</sup>

**TOTAL AMOUNT BID**

~~one million, three hundred thirty-five thousand,~~  
~~one million, three hundred twenty-seven,~~  
 twenty-three thousand, one hundred, fifteen.

# EXHIBIT B

Workers Compensation Certificate

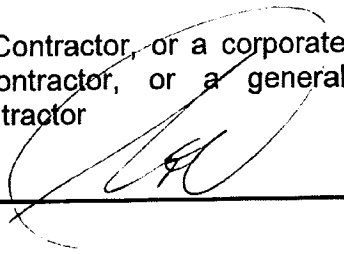
**WORKERS' COMPENSATION CERTIFICATION**

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Byrom-Davey, Inc.

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

  
\_\_\_\_\_

Title: President & Secretary

Date: October 01, 2020

# EXHIBIT C

Information to Comply with Labor Code Section 2810

## INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: 54303295
  - B. Name of Insurer (NOT Broker): Federal Insurance Company
  - C. Address of Insurer: 121 East Park Ave., Owatonna MN, 55060
  - D. Telephone Number of Insurer: 1800-533-0474
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): if low will provide
  - B. Automobile Liability Insurance Policy Number: 54303293
  - C. Name of Insurer (NOT Broker): Federal Insurance Company
  - D. Address of Insurer: 121 East Park Ave., Owatonna MN, 55060
  - E. Telephone Number of Insurer: 1800-533-0474
  
- 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
- 5) Estimated total wages to be paid those workers: \$ 83,000<sup>00</sup> ±
- 6) Dates (or schedule) when those wages will be paid: Weekly  
\_\_\_\_\_  
(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
(1) - TRUCKING COMPANIES
  
- 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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the subcontractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name	<u>RJ Daum Construction Co.</u>	Type of Work	<u>Concrete</u>
Address	<u>11581 Monarch Street</u>		
City	<u>Garden Grove</u>	Dollar Value of Subcontract	<u>\$100,178<sup>-</sup></u>
Phone No.	<u>714.894.4300</u>		
License No.	<u>127760</u>	DIR Registration No.	<u>100 000 3745</u>
Name	<u>On Point Surveying, Inc.</u>	Type of Work	<u>Surveying</u>
Address	<u>1906 Orange Tree Lane</u>		
City	<u>Redlands</u>	Dollar Value of Subcontract	<u>\$9,900<sup>-</sup></u>
Phone No.	<u>909.792.2221</u>		
License No.	<u>LS 8133</u>	DIR Registration No.	<u>100 006 3100</u>
Name	<u>Western Fence Supply &amp; Co. dba Pilgrim Fence Co.</u>	Type of Work	<u>Fencing</u>
Address	<u>3275 E. Florence Ave.</u>		
City	<u>Huntington Park</u>	Dollar Value of Subcontract	<u>\$36,743</u>
Phone No.	<u>323.582.8191</u>		
License No.	<u>360110</u>	DIR Registration No.	<u>100 000 8432</u>
Name	<u>Hardy &amp; Harper, Inc.</u>	Type of Work	<u>A/C Paving / Stripe</u>
Address	<u>32 Rancho Circle</u>		
City	<u>Lake Forest</u>	Dollar Value of Subcontract	<u>\$4,496<sup>-</sup></u>
Phone No.	<u>714.444.1851</u>		
License No.	<u>215952</u>	DIR Registration No.	<u>100 000 0076</u>
Name	<u>V &amp; E Tree Service</u>	Type of Work	<u>Demo trees</u>
Address	<u>P.O. Box 3280</u>		
City	<u>Orange</u>	Dollar Value of Subcontract	<u>\$4,000</u>
Phone No.	<u>714.997.0903</u>		
License No.	<u><del>400675</del> 654506</u>	DIR Registration No.	<u>100 000 1936</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, the location of the place of business, Department of Industrial Relations registration number, and the California contractor license number of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name, location of business, contractor license number and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

RMF Contracting Inc. dba

Name R & M Electrical Contracting Type of Work Electric  
 Address 26301 Dimension Drive  
 City Lake Forest Dollar Value of Subcontract \$45,634  
 Phone No. 949.770.2269  
 License No. 813655 DIR Registration No. 100 000 3540

Name ~~Premier West~~ Type of Work Landscape / Irrigation /  
 Address ~~404 South Lemon Ave. Ste 1~~ Cooling System  
 City Walnut Dollar Value of Subcontract \$228,450  
 Phone No. ~~909.444.9000~~  
 License No. ~~1016876~~ DIR Registration No. ~~100 004 4351~~

Name Griffith Company Type of Work Landscape / Irrigation /  
 Address 3050 E. Birch St. Cooling System  
 City Brea, Ca 92821 Dollar Value of Subcontract \$218,000.<sup>00</sup>  
 Phone No. 714.984.5500  
 License No. 88 DIR Registration No. 100 000 5611

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

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



# EXHIBIT “E”

Letter of Assent



*We put our team to work  
so your team can play*

**Byrom-Davey, Inc.**

13220 Evening Creek Dr. South #103

San Diego, Ca. 92128

(858) 513-7199

Fax (858) 513-7198

[www.byrom-davey.com](http://www.byrom-davey.com)

12/16/2020

PLA Administrator  
City of Long Beach  
411 West Ocean Blvd, 5<sup>th</sup> Floor  
Long Beach, CA 90802

**Re: Project Labor Agreement – Letter of Assent**

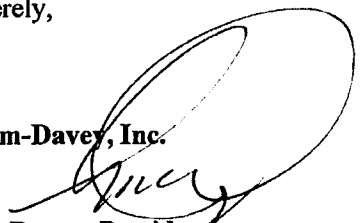
Dear Sir:

This is to confirm **Byrom-Davey, Inc.** agrees to be a party to and bound by the city of Long Beach Project Labor Agreement No. 33859 effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

**Byrom-Davey, Inc.**

By:

  
**Steve Davey, President**

# APPENDIX “A”

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

STATE OF CALIFORNIA  
 BOARD OF EQUALIZATION

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

**SECTION I - BUSINESS INFORMATION**

NAME OF BUSINESS OR GOVERNMENTAL ENTITY Byrom-Davey, Inc.		SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street) 13220 Evening Creek Drive South, Suite 103		CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE San Diego, CA 92128		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) Same		
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 13220 Evening Creek Drive South, Suite 103	4. BUSINESS ADDRESS
MAILING ADDRESS San Diego, CA 92128	MAILING ADDRESS
2. BUSINESS ADDRESS 1232 Monta Vista Ave, Suite 5	5. BUSINESS ADDRESS
MAILING ADDRESS Upland, Ca 91786	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

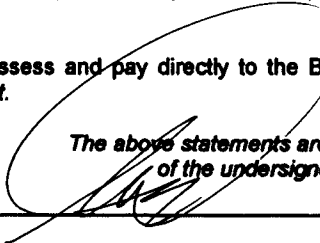
**SECTION III - CERTIFICATION STATEMENT**

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 President & Secretary
NAME (typed or printed) Steve Davey	DATE December 17, 2020

(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.

Executed In Duplicate

Performance Bond  
No. 7901016088  
Premium: \$14,361.00

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to BYROM-DAVEY, INC., a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: El Dorado Park West Artificial Soccer Turf Field, as described in Specification No.: R-7167, Addenda/Addendum and related drawings.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Nationwide Mutual Insurance Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of One Million Three Hundred Twenty-Three Thousand One Hundred Fifteen Dollars (\$1,323,115) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of December, 2020.



Nationwide Mutual Insurance Company  
Surety Name

By: [Signature]  
Signature

Name: Lawrence F. McMahon  
Printed Name

Title: Attorney-In-Fact  
8877 North Gainey Center Drive

Address: Scottsdale, AZ 85258

Telephone: 480-365-4037

see above  
Attorney-in-Fact

see above  
Signature

BYROM-DAVEY, INC., a California corporation

By: [Signature]  
Signature

Name: Steve Davey  
Printed Name

Title: President & Secretary

By: [Signature]  
Signature

Name: Christine Butler  
Printed Name

Title: Treasurer

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

January 13, 2020

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

12/30, 2020

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
City Manager/City Engineer

NOTE:

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

# ACKNOWLEDGMENT

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.

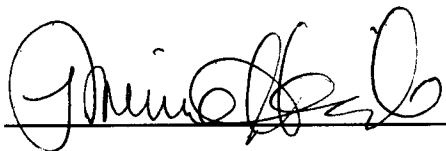
State of California  
County of San Diego)

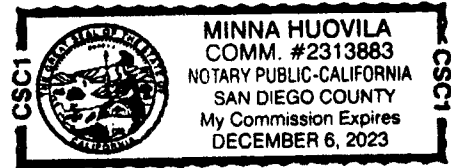
On December 14, 2020 before me, Minna Huovila, Notary Public  
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,  
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  (Seal)





Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHRISTOPHER CONTE, JANICE MARTIN, LAWRENCE F MCMAHON, MARIA GUISE, RYAN WARNOCK, SARAH MYERS, DALE G HARSHAW, GEOFFREY SHELTON, JOHN R QUALIN, MINNA HUOVILA, TARA BACON

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 020E6126649
Qualified in Westchester County
Commission Expires September 16, 2021

[Handwritten signature of Suzanne C. Delio]
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of December, 2020

[Handwritten signature of Laura B. Guy]

Assistant Secretary



**Nationwide®**  
is on your side

**SURETY BOND SEAL ADDENDUM**

**Nationwide Mutual Insurance Company**

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Nationwide Mutual Insurance Company has authorized its Attorneys-in-Fact to affix Nationwide's corporate seal to any bond executed on behalf of Nationwide Mutual Insurance Company by any such Attorney-in-Fact by attaching this Addendum to said bond.

To the extent this Addendum is attached to a bond that is executed on behalf of Nationwide Mutual by its Attorney-in-Fact, Nationwide hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 14th day of December, 2020.

Nationwide Mutual Insurance Company



By

  
\_\_\_\_\_  
Lawrence F. McMahon, Attorney-In-Fact

## ACKNOWLEDGMENT

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 San Diego

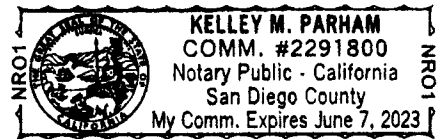
On December 12, 2020 before me, Kelley M. Parham, Notary Public  
(insert name and title of the officer)

personally appeared Steve Davey,  
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 Kelley M. Parham (Seal)



## ACKNOWLEDGMENT

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 San Diego )

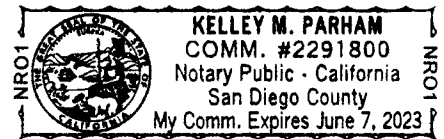
On December 12, 2020 before me, Kelley M. Parham, Notary Public  
(insert name and title of the officer)

personally appeared Christine Butler,  
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 Kelley M. Parham (Seal)



Executed In Duplicate

Payment Bond  
No. 7901016088

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

Premium Included In Performance Bond

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **BYROM-DAVEY, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **El Dorado Park West Artificial Soccer Turf Field**, as described in Specification No.: R-7167, Addenda/Addendum and related drawings.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Nationwide Mutual Insurance Company admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **One Million Three Hundred Twenty-Three Thousand One Hundred Fifteen Dollars (\$1,323,115)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 14th day of December, 2020.



Nationwide Mutual Insurance Company  
By: [Signature] Surety Name  
Signature  
Name: Lawrence F. McMahon  
Printed Name  
Title: Attorney-In-Fact  
8877 North Gainey Center Drive  
Address: Scottsdale, AZ 85258  
Telephone: 480-365-4037

BYROM-DAVEY, INC., a California corporation  
By: [Signature]  
Signature  
Name: Steve Davey  
Printed Name  
Title: President & Secretary  
By: [Signature]  
Signature  
Name: Christine Butler  
Printed Name  
Title: Treasurer

see above  
Attorney-in-Fact  
see above  
Signature

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

January 13, 2020

12/30, 2020

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Deputy City Attorney

By: [Signature]  
City Manager/City Engineer

NOTE:

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

# ACKNOWLEDGMENT

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 San Diego )

On December 14, 2020 before me, Minna Huovila, Notary Public  
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,  
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  (Seal)



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

CHRISTOPHER CONTE, JANICE MARTIN, LAWRENCE F MCMAHON, MARIA GUISE, RYAN WARNOCK, SARAH MYERS, DALE G HARSHAW, GEOFFREY SHELTON, JOHN R QUALIN, MINNA HUOVILA, TARA BACON

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Suzanne C. Delio
Notary Public, State of New York
No. 02DE6126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio
Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 14th day of December, 2020

Laura B. Guy
Assistant Secretary





**Nationwide®**  
is on your side

## **SURETY BOND SEAL ADDENDUM**

### **Nationwide Mutual Insurance Company**

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Dated this 14th day of December, 2020.

Nationwide Mutual Insurance Company



By \_\_\_\_\_

Lawrence F. McMahon, Attorney-In-Fact

## ACKNOWLEDGMENT

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 San Diego )

On December 12, 2020 before me, Kelley M. Parham, Notary Public  
(insert name and title of the officer)

personally appeared Steve Davey,  
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.

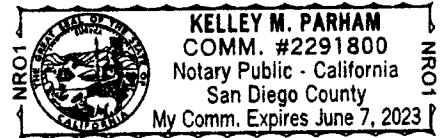
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Kelley M. Parham

(Seal)



## ACKNOWLEDGMENT

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State of California  
County of San Diego)

On December 12, 2020 before me, Kelley M. Parham, Notary Public  
(insert name and title of the officer)

personally appeared Christine Butler,  
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 Kelley M. Parham (Seal)

