FOURTH AMENDMENT TO CONTRACT NO. 35239
35239
THIS FOURTH AMENDMENT TO CONTRACT NO. 35239 is made and entered, in duplicate, as of May 11, 2022 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on May 10, 2022, by and between ALL AMERICAN ASPHALT, a California corporation ("Contractor"), whose address is 400 E. Sixth Street, Pomona, California 92879, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, City and Contractor (the "Parties") entered into Contract No. 35239 (the "Contract") whereby Contractor agreed to provide as-needed major and secondary highway construction services, as described in Project Plans and Specifications No. R-7131; and

WHEREAS, the Parties entered into a First Amendment to the Contract to extend the term to April 30, 2021 and add $\$ 5,000,000$ for a total not to exceed amount of \$15,000,000; and

WHEREAS, the Parties entered into a Second Amendment to the Contract to extend the term to April 30, 2022, add $\$ 5,000,000$ for a total not to exceed amount of $\$ 20,000,000$ and attach an updated rate sheet; and

WHEREAS, the Parties entered into a Third Amendment to the Contract to add $\$ 5,000,000$ for a total not to exceed amount of $\$ 25,000,000$; and

WHEREAS, the Parties desire to extend the term one (1) additional one-year period, attach an updated rate sheet and update prevailing wage language;

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

1. Section 4 of the Contract is hereby amended to read as follows:
"4. TIME FOR CONTRACT. The term of this Contract shall commence at midnight on May 1, 2019, and shall terminate at 11:59 p.m. on April 30, 2023, unless sooner terminated as provided in this Contract, or unless the services or the Project is
completed sooner. Time is of the essence hereunder. City will suffer damage if the work is not completed within the time stated, but those damages would be difficult or impractical to determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract Documents."
2. Section 31 is hereby added to the Agreement to read as follows:
"31. PREVAILING WAGE RATES. Contractor is directed to pay the general rate of per diem wages for each craft, classification, or type of worker needed to execute the contract (prevailing wage rates). Copies of the current prevailing rate of per diem wages are on file at its principal office (Labor Compliance Division, 411 W . Ocean Boulevard, 6th Floor, Long Beach, California, 90802), and shall be made available to any interested party upon request. The Work will be subject to the 2022-1 prevailing wage rate, as determined by the Director of the Department of Industrial Relations for the State of California. Contractor is required to post a copy of the determination of the director of the prevalling rate of per diem wages at each job site. Pursuant to Section 1775, Contractor shall forfeit, as a penalty to the City, up to Two Hundred Dollars (\$200) for each laborer, worker or mechanic employed for each calendar day, or portion thereof, that such laborer, worker or mechanic is paid less than the prevailing wage rates for any work done by Contractor, or any subcontractor, under this Contract. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or subcontractor.

Contractor is required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage."
3. The Rates in Exhibit "A-1" to the Second Amendment to the Contract
are hereby amended in accordance with Exhibit "A-2", attached hereto and incorporated by this reference.
4. Except as expressly amended herein, all terms and conditions in Contract No. 35239 are ratified and confirmed and shall remain in full force and effect.

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

> ALL AMERICAN ASPHALT, a California corporation
. 2022
$\qquad$ 2022

"Contractor"
CITY OF LONG BEACH, a municipal corporation
By Sunda I. Iatrum City Manager EXECUTED PURSUANT:
TO SECTION 301 OF
"City"
This Fourth Amendment to Contract No. 35 胡 HE is approved as to form on May 25 . 2022.












