

1 8L-26R and Taxiway J at the Long Beach Airport in the City of Long Beach,
2 California, attached hereto as Exhibit "A"; provided, however, that the total
3 compensation to Contractor shall not exceed the maximum cumulative amount of
4 Five Million Six Hundred Fifty-Seven Thousand Nine Hundred Fifty Dollars
5 (\$5,657,950) for the estimated quantities established in the Bid, subject to additions
6 or deductions as provided in the Contract Documents.

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

11 3. CONTRACT DOCUMENTS.

12 A. The Contract Documents include: The Notice Inviting Bids,
13 Project Specifications No. R-7136 (which may include by reference the Standard
14 Specifications for Public Works Construction, latest edition, and any supplements
15 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
16 Plans; Project Drawing No. B-4750 for this work; the California Code of Regulations;
17 the various Uniform Codes applicable to trades; the prevailing wage rates;
18 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
19 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
20 Contract and all documents attached hereto or referenced herein including but not
21 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
22 Proceed; Notice of Completion; any addenda or change orders issued in
23 accordance with the Standard Specifications; any permits required and issued for
24 the work; approved final design drawings and documents; and the Information
25 Sheet ("Contract Documents"). These Contract Documents are incorporated herein
26 by the above reference and 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 fifteen (115) calendar 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
9 \$100,000 shipped from outside California, a qualified Contractor shall complete and
10 submit to the appropriate governmental entity the form in Appendix "A" attached
11 hereto; and (ii) for construction contracts and subcontracts totaling Five Million
12 Dollars (\$5,000,000.00) or more, Contractor shall obtain a sub-permit from the
13 California Department of Tax and Fee Administration ("CFTA") for the Work site.
14 "Qualified" means that the Contractor purchased at least Five Hundred Thousand
15 Dollars (\$500,000.00) in tangible personal property that was subject to sales or use
16 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. If payment of any part of the consideration for this Contract is
20 made with federal, state or county funds and a condition to the use of those funds by City
21 is a requirement that City render an accounting or otherwise account for said funds, then
22 City shall have the right at all reasonable times to examine, audit, inspect, review, extract
23 information from, and copy all books, records, accounts and other information relating to
24 this Contract.

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

28 24. THIRD PARTY BENEFICIARY. This Contract is intended by the

1 parties to benefit themselves only and is not in any way intended or designed to or entered
2 for the purpose of creating any benefit or right of any kind for any person or entity that is
3 not a party to this Contract.

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

12 26. FEDERAL-AID PROVISIONS. The work to be performed under this
13 Contract will be financed in whole or in part with Federal funds, and therefore all of the
14 statutes, rules and regulations promulgated by the Federal Government and applicable to
15 work financed in whole or in part with Federal funds will apply to such work, including
16 federal prevailing wage rates (also known as "Davis Bacon" wage rates). These federal
17 wage rates may be viewed at [www.\[fill in URL\]](http://www.[fill in URL]). Contractor shall complete and deliver to
18 City the United States Department of Transportation Form Federal Highway Administration
19 (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts,"
20 attached as Exhibit "E" and incorporated by reference. Federal prevailing wage rates shall
21 be physically attached as Attachment 1 to Exhibit "E" to the final contract document. The
22 Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all
23 workers in the performance of the Work not less than the prevailing rate of wages needed
24 to execute the contract, where such rates are not less than the above-referenced Federal
25 Wage Decision.

26 27. NO DUTY TO INSPECT. No language in this Contract shall create
27 and City shall not have any duty to inspect, correct, warn of or investigate any condition
28 arising from Contractor's work hereunder, or to insure compliance with laws, rules or

1 regulations relating to said work. If City does inspect or investigate, the results thereof
2 shall not be deemed compliance with or a waiver of any requirements of the Contract
3 Documents.

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

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

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

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

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

26 "During the performance of a Contract with the City of Long Beach, the
27 Contractor will provide equal benefits to employees with spouses and its
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of
2 Long Beach Business Services Division at 562-570-6200."

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

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

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

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

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

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OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th 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.

SULLY-MILLER CONTRACTING
COMPANY, a Delaware corporation

July 13, 2020

By 
Name CURTIS WELTZ
Title ASSISTANT SECRETARY

*** PLEASE SEE ATTACHED CERTIFICATE OF INCUMBENCY ***

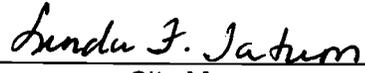
_____, 2020

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

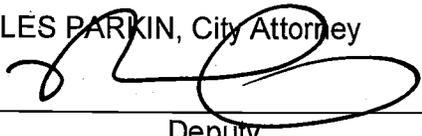
July 28, 2020

By 
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
"City" THE CITY CHARTER

This Contract is approved as to form on July 27, 2020.

CHARLES PARKIN, City Attorney

By 
Deputy

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

EXHIBIT "A"

Contractor's Bid

BIDDER'S NAME: Sully-Miller Contracting Company

BID TO THE CITY OF LONG BEACH
Taxiway D Rehabilitation
Between Runway 8L-26R and Taxiway J
at the Long Beach Airport

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 20, 2019, 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-7136 at the prices listed below.

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

BASE BID – TAXIWAY D REHABILITATION					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	G001-5.1: Mobilization/Demobilization	1	LS	350,000.-	350,000.-
2.	G200-4.1: Safety and Security Provisions	1	LS	371,286.-	371,286.-
3.	G200-4.2: Low-Profile Barricades	1	LS	150,000.-	150,000.-
4.	P156-5.1: Temporary Air and Water Pollution, Soil Erosion, and Siltation Control	1	LS	65,000.-	65,000.-
5.	G300-4.1: Asphalt Pavement Removal – Varies 8" - 9.5"	49,830	SY	13.50	672,705.-
6.	G300-4.1a: Asphalt Pavement Removal – Varies 4" - 6"	8,350	SY	8.-	66,800.-
7.	G300-4.2: Pavement Marking Removal	630	SF	11.-	6,930.-
8.	G300-4.3: Demolish Electrical Sign Concrete Foundation	4	EA	1,000.-	4,000.-
9.	P101-5.1: Cold Milling – 4"	20,000	SY	7.-	140,000.-
10.	P152-4.1: Excavation – Unclassified	1,155	CY	75.-	86,625.-
11.	P152-4.2: Imported Fill	1,015	CY	40.-	40,600.-
12.	P220-4.1: Crushed Miscellaneous Base	820	CY	57.-	46,740.-
13.	P401-8.1: Plant Mix Bituminous Pavements	32,500	TON	105.-	3,412,500.-

BASE BID – TAXIWAY D REHABILITATION					
14.	P420-7.1: Asphalt Concrete Pavement, Non-Critical Areas	1,106	TON	125.-	138,250.-
15.	P620-5.1: Pavement Marking - Yellow (2 Coats)	20,010	SF	2.30	46,023.-
16.	P620-5.2: Pavement Marking - Black (1 Coat)	33,100	SF	1.-	33,100.-
17.	P620-5.3: Pavement Marking - Painted Hold Position Sign w/ Beads (2 Coats)	5	EA	7,300.-	36,500.-
18.	L-100.5.1: Airfield Electrical Demolition	1	LS	90,000.-	90,000.-
19.	L-100.5.2: Testing	1	LS	19,000.-	19,000.-
20.	L-108.5.1: 5 kV Airfield Lighting Cable	23,315	LF	3.-	69,945.-
21.	L-110.5.1: One 2-inch Conduit, Direct Buried (D.B.)	300	LF	48.50	14,550.-
22.	L-804-5.1: Elevated Runway Guard Light, LED	1	EA	13,000.-	13,000.-
23.	L-861-5.1: LED Elevated Taxiway Edge Light, Core Drilled	3	EA	7,000.-	21,000.-
24.	L-861-5.2: LED Elevated Taxiway Edge Light, On Existing Base Can	143	EA	662.-	94,666.-
25.	L-867/868-6.2: Size "B" L-867 Base Can Cover, Load Rated	3	EA	260.-	780.-

ADDITIVE ALTERNATE A					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)

26.	L-100.5.1a: Airfield Electrical Demolition	1	LS	80,000.-	80,000.-
27.	L-108.5.2: #6 Bare Solid Copper	60	LF	10.-	600.-
28.	L-110.5.2: One 2-inch Conduit, Concrete Encased (C.E.)	200	LF	85.-	17,000.-
29.	L-804-5.1: Elevated Runway Guard Light, LED	2	EA	13,800.-	27,600.-
30.	L-829-5.1: Remove Constant Current Regulator and ACE Unit	1	EA	3,300.-	3,300.-
31.	L-829-5.2: 15kW Constant Current Regulator, with Internal ACE Unit	1	EA	20,000.-	20,000.-

32.	L-852-5.1: In-pavement Runway Guard Light	15	EA	5,600.-	84,000.-
33.	L-858-5.2: Guidance Sign LED, Size 2, Style 2, 1 Module on Existing Foundation	6	EA	3,700.-	22,200.-
34.	L-858-5.3: Guidance Sign LED, Size 2, Style 2, 2 Module on Existing Foundation	1	EA	5,200.-	5,200.-
35.	L-858-5.4: Guidance Sign LED, Size 2, Style 2, 3 Module on Existing Foundation	11	EA	5,400.-	59,400.-
36.	L-858-5.5: Guidance Sign LED, Size 2, Style 2, 4 Module on Existing Foundation	2	EA	7,200.-	14,400.-
37.	L-858-5.6: Guidance Sign LED, Size 3, Style 2, 1 Module on Existing Foundation	5	EA	4,200.-	21,000.-
38.	L-858-5.7: Guidance Sign LED, Size 3, Style 2, 2 Module on Existing Foundation	3	EA	5,150.-	15,450.-
39.	L-858-5.8: Guidance Sign LED, Size 3, Style 2, 3 Module on Existing Foundation	2	EA	6,500.-	13,000.-
40.	L-858-5.9: New concrete foundation for Guidance Sign	3	EA	10,200.-	30,600.-
41.	L-890-5.1: Modify Airfield Lighting Control and monitoring System	1	LS	50,000.-	50,000.-

TOTAL AMOUNT BID - SUMMARY	
BASE BID TOTAL (ITEMS 1-25)	5,990,000.-
ADDITIVE ALTERNATE TOTAL (ITEMS 26-41)	463,750.-
TOTAL (BASE BID + ADD ALT)	6,453,750.-

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? N/A Which racial minority? N/A
 Is the Bidder a Women-Owned Business? N/A

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

Planet Bids

(Continued on Next Page)

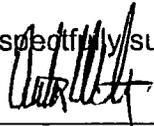
ADDENDA

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

1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,


Signature**

Sully-Miller Contracting Company
Legal Name of Company

Curtis Weltz, Assistant Secretary
Print Name / Title

N/A
Names of Other General Partners

N/A
Names of Other Partners

Delaware
State of Incorporation

N/A
State Where Registered as LLC
135 S. State College Blvd., Ste. 400
Brea, CA 92821

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

714/578-9600 / 714/578-9600
Telephone Number / Fax Number

Estimating@sully-miller.com
Email Address

747612-A
Contractor's License Number

BU99006450
City of Long Beach Business License Number
02/02/2020

City of Long Beach Business License Expiration Date
135 S. State College Blvd., Ste. 400
Brea, CA 92821

Address on City Business License

- If Bidder is an individual, set forth his/her signature.
- If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture..
- If Bidder is a general partnership, set forth the signature of the general partner.
- If Bidder is a limited partnership, provide names of other partners.
- If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company
- XX If the Bidder is a corporation, set forth the legal name of the corporation with the signature of an officer of the corporation.

Please See Attached Certificate of Incumbency and Resolution

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Proposal-Signature Page

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY



**SULLY-MILLER
CONTRACTING CO.**

135 S. State College Blvd., Suite #400 Brea, CA 92821
Phone (714) 578-9600 FAX (714) 578-9672
License #747612 A DIR#1000003664

Sully-Miller Contracting Company

License Certificate

I Certify under penalty of perjury under the laws of the State of California that the following is true and correct.

#747612

State Contractor's License No.

Curtis Weltz, Assistant Secretary



**CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE**



License Number **747612**

Entity **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2020**

www.cslb.ca.gov



CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels

Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: License Certificate

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY



State of California

Department of Industrial Relations

Business Name	Registration #	Registration Type	Submitted Date	Status	Effective Date	Expiration Date
SULLY-MILLER CONTRACTING COMPANY	1000003664 Update	Public Works		Active	07/01/19	06/30/20

■ SULLY-MILLER CONTRACTING COMPANY

Detail:

Registration Number:

1000003664

Status:

Active

CSLB Number:

747612

Legal Entity Type:

Corporation

Mailing Address:

135 S STATE COLLEGE BLVD, SUITE 400

BREA

CA 92821

County:

Orange

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

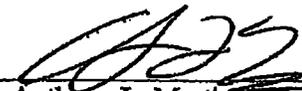
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821



CITY OF LONG BEACH

DEPARTMENT OF LONG BEACH AIRPORT

4100 Donald Douglas Dr. | Long Beach, CA 90808 | (562) 570-2600 | FAX (562) 570-2601

Engineering Bureau

ADDENDUM NO. 1

FOR R-7136 TAXIWAY D REHABILITATION BETWEEN RUNWAY 8L-26R AND TAXIWAY J AT THE LONG BEACH AIRPORT IN THE CITY OF LONG BEACH, CALIFORNIA

NOTICE TO HOLDERS OF PLANS AND SPECIFICATIONS

The following changes, corrections, revisions and clarifications are issued by and constitute this Addendum No. 1.

Please note the following changes:

SPECIFICATIONS

DIVISION C - BID DOCUMENTS:

Bidders are directed to replace Bid Form with the attached Bid Form labeled Addendum No. 1

DIVISION E – FEDERAL, STATE AND LOCAL REQUIREMENTS:

Bidders are directed to replace Federal Prevailing Wage rate CA20190022 MOD 6 11/15/2019 with the attached Federal Prevailing Wage rate CA20190022 MOD 8 11/29/2019

DIVISION I – TECHNICAL REQUIREMENTS:

Bidders are directed to replace L-100 with the attached L-100 labeled Addendum No. 1.

Bidders are directed to replace L-108 with the attached L-108 labeled Addendum No. 1.

Bidders are directed to replace L-110 with the attached L-110 labeled Addendum No. 1.

Bidders are directed to replace L-804 with the attached L-804 labeled Addendum No. 1.

Bidders are directed to replace L-858 with the attached L-858 labeled Addendum No. 1.

Bidders are directed to add L-829 labeled Addendum No. 1.

Bidders are directed to add L-852 labeled Addendum No. 1.

Bidders are directed to add L-890 labeled Addendum No. 1.

**Addendum No. 1
December 5, 2019**

R-7136

PLANS – Bidders are directed to discard the Plan sheets listed below and replace with the respective attached Plan sheets labeled Addendum 1:

Plan Sheet: 011-020, 029, 038-044, 047-061

REQUESTS FOR INFORMATION

The following RFI have been submitted during the Bid Period:

RFI #1: What is the Engineer's Estimate for this Project?

Response: The Engineer's estimate is \$7,050,000 for Base Bid and Additive Alternate A.

RFI #2: Technical Specification 804-2.10 reads, "bird spikes shall be Bird-B-Gone bird spikes (or equivalent) for all new and relocated signs." Do Bird-X Plastic Spikes qualify as an approved equivalent and can they be used on this project?

Response: The specified material is stainless steel; see specification L-858 labeled Addendum No. 1.

RFI #3: Please clarify that the Elevated RGL fixture is to be removed and re-installed or new. There is conflicting information in the drawings and specs.

Response: The Elevated RGL Fixture will be removed and salvaged by the Airport. A new Elevated RGL Fixture shall be installed. See plan sheet no. 39 and sheet no. 46.

RFI #4: I have just downloaded the plans and specs for the Taxiway D Rehabilitation project at Long Beach Airport. The Bid Schedule has listed replacement airfield guidance sign panels (sizes 2 and 3). However, I cannot find sign panel replacement schedule in the plans (or specs). What am I missing?

Response: Sign panel replacement has been removed from the project. Airfield guidance signs shall be removed and replaced as identified in the Plans. See Additive Alternate A plans, sheet no. 047 through 061 labeled Addendum No. 1.



CITY OF LONG BEACH

DEPARTMENT OF LONG BEACH AIRPORT

4100 Donald Douglas Dr. | Long Beach, CA 90808 | (562) 570-2600 | FAX (562) 570-2601

Engineering Bureau

ADDENDUM NO. 2

**FOR R-7136
TAXIWAY D REHABILITATION
BETWEEN RUNWAY 8L-26R AND TAXIWAY J
AT THE LONG BEACH AIRPORT
IN THE CITY OF LONG BEACH, CALIFORNIA**

NOTICE TO HOLDERS OF PLANS AND SPECIFICATIONS

The following changes, corrections, revisions and clarifications are issued by and constitute this Addendum No. 2.

Please note the following changes:

SPECIFICATIONS

DIVISION C - BID DOCUMENTS:

Bidders are directed to replace Bid Form with the attached Bid Form labeled Addendum No. 2

DIVISION I - TECHNICAL REQUIREMENTS:

Bidders are directed to replace L-858 with the attached L-858 labeled Addendum No. 2.

**Addendum No. 2
December 10, 2019**

R-7136



Engineering Bureau

CITY OF LONG BEACH

DEPARTMENT OF LONG BEACH AIRPORT

4100 Donald Douglas Dr. | Long Beach, CA 90808 | (562) 570-2600 | FAX (562) 570-2900

DEC 13 2019

ADDENDUM NO. 3

FOR R-7136
TAXIWAY D REHABILITATION
BETWEEN RUNWAY 8L-26R AND TAXIWAY J
AT THE LONG BEACH AIRPORT
IN THE CITY OF LONG BEACH, CALIFORNIA

NOTICE TO HOLDERS OF PLANS AND SPECIFICATIONS

The following changes, corrections, revisions and clarifications are issued by and constitute this Addendum No. 3.

Please note the following changes:

ENGINEER'S ESTIMATE – \$7,500,000 (Base Bid + Additive Alternate A)

SPECIFICATIONS

DIVISION A – NOTICE OF INVITING BIDS:

The date for receipt of bids has been changed to December 20, 2019. The time remains the same. Bidders are directed to replace the Notice Inviting Bids specification with the attached Notice Inviting Bids labeled Addendum No. 3.

DIVISION C - BID DOCUMENTS:

Bidders are directed to replace Bid Form with the attached Bid Form labeled Addendum No. 3. Some bid line items and quantities were condensed for simplification. Affected bid line items are identified in red.

DIVISION I – TECHNICAL REQUIREMENTS:

Bidders are directed to replace G-300 with the attached G-300 labeled Addendum No. 3

Bidders are directed to replace P-101 with the attached P-101 labeled Addendum No. 3

PLANS – Bidders are directed to discard the Plan sheets listed below and replace with the respective attached Plan sheets labeled Addendum #3:

Plan Sheets: 022-029

Addendum No. 3
December 13, 2019

R-7136

DIVISION A
NOTICE INVITING BIDS
FOR
Taxiway D Rehabilitation
at the Long Beach Airport

RECEIPT OF BIDS: Bids will be accepted on behalf of the City, Owner of the Work, until 10:00 a.m. December 20, 2019, for Taxiway D Rehabilitation, via the City's online portal <https://www.planetbids.com/portal/portal.cfm?CompanyID=15810> keyword R-7136.

MANDATORY PRE-BID CONFERENCE AND JOB-SITE WALK-THROUGH: The City will conduct a mandatory pre-bid conference and on-site job walk-through on December 3, 2019, at 10:00 a.m. at the Airport Maintenance Yard, 3150 St. Louis Avenue, Long Beach, California, 90806. Prospective Bidders must attend this meeting. Additional inspections of the site will not be conducted.

DESCRIPTION OF WORK: The Work to be done consists primarily of grinding the existing asphalt concrete surfaces, performing necessary excavation and grading, recompacting existing soil, installing pavement markings and striping, taxiway edge lighting and signs, runway guard lights, and, constructing the following pavement sections: Asphalt concrete (AC) pavements (P-401) over existing base, and AC pavements (P-420) over crushed miscellaneous base (P-220).

Bids are required for the entire Work.

CONTRACTOR'S LICENSE: The Contractor shall possess a valid California Class A, General Engineering Contractor's license at the time of the award and for the duration of the Work. The City may deem any Bidder who fails to possess the required license to be non-responsive.

MINIMUM QUALIFICATIONS: Please note that for this Work, minimum qualifications and experience apply. Complete information concerning these requirements are located on the City's website <http://www.Planetbids.com>.

DISADVANTAGED BUSINESS ENTERPRISE: The Airport has established a Triannual Disadvantaged Business Enterprise Participation Level applicable to U. S. Department of Transportation Federal Aviation Administration (FAA) assisted contracts for Fiscal Year 2017-2020. However, bidders are urged to obtain DBE participation to the maximum extent possible.

PLANS AND SPECIFICATIONS: Plans and Specifications are posted on the City's website and are available to bidders and subcontractors for free download at <http://www.longbeach.gov/finance/business-info/purchasing-division/>, Bids/RFPs, Bid Opportunities, Invitation No. R-7136, however, you must be registered (registration is free and accomplished at the same URL above) and logged in to access the Plans and Specifications. Alternatively, interested parties may obtain copies of the Plans and Specifications no earlier than 1:00 pm on the Wednesday following publication of this notice at the Airport Administration Office, telephone (562) 570-2619, 2nd Floor, Terminal Building, 4100 Donald Douglas Dr., Long Beach, California 90808, by paying \$200.00 for

each set at the time they obtain the set. Interested parties may request the Plans and Specifications by mail for an additional mailing cost of \$25.00 for each set. All requests must be accompanied by a check or money order payable to the City of Long Beach in the full amount for the number of sets requested. The cost for mailing will be waived if the parties provide their express mail account number for mailing (such as FedEx, UPS or other nationally recognized carrier). Interested parties shall mail the request and payment or account information to:

Airport Department
Engineering Division
4401 Donald Douglas Drive
Long Beach, CA 90808

The Plans and Specifications cannot be returned to the City Engineer for refund. These prices include sales tax and postage if applicable.

BID SECURITY: Bidders must scan and upload with their bid documents a certified check or bank draft payable to the City of Long Beach, drawn on a solvent bank in the United States of America, or a satisfactory bond in an amount not less than 10 percent of the Bid. The original of the above instrument shall be submitted to the City Clerk in a sealed envelope and must be received and time/date stamped by the City Clerk's Office no later than the time and date stated for receipt of bids. The outside of the envelope shall clearly state "Bid Security for R-7136, Long Beach Airport Taxiway D Rehabilitation. DO NOT OPEN WITH REGULAR MAIL." The City Clerk's Office is located at 411 W. Ocean Blvd, First Floor, Long Beach, CA 90802.

The bid security shall serve as a guarantee that the Bidder, if awarded the Contract, will execute and deliver to the City Engineer, within 15 calendar days after the date shown on the "Notice of Award, the following items:

1. The Contract for doing the work, and
2. A corporate surety bond in favor of the City of Long Beach in an amount not less than 100 percent of the Contract price for the faithful performance of the Contract', and
3. A corporate surety bond in an amount not less than 100 percent of the Contract price for the payment of all labor and material claims, and
4. Evidence of required insurance coverage.

Failure to submit the items noted above when specified may result in the City, in its sole discretion, declaring the Bid Security forfeited and depositing same into the City Treasury.

The City will retain the Bid security accompanying all Bids until it awards the Contract. The City will retain the Bid security submitted with the Bid of the Bidder to whom an award of Contract is made, and the Bid security of the next higher Bid, until the Contract between the Bidder to whom award of the Contract is made and the City has been executed.

RETENTION: In the event the contract to be awarded hereunder, including Specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the Contractor may deposit with the City as a substitute for said monies, securities listed in Section 16430 of the

California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution within 5 working days after award of the Contract and bears all expenses in connection therewith. The Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with Public Contract Code Section 22300(a).

FEDERAL DAVIS BACON REQUIREMENTS: This federal-aid Work is subject to the requirements of the Davis Bacon Act. The contractor to whom the contract is awarded must comply with the Federal Wage Decision contained in Division E of the Specifications and all record keeping requirements of the Davis Bacon Act.

CALIFORNIA WAGE RATE REQUIREMENTS: Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work, in accordance with prevailing wage determination 2019-2. In accordance with the provisions of California Labor Code Sections 1771, 1774-1776, 1777.5, 1813 and 1815, the Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract, where such rates are not less than the above-referenced Federal Wage Decision. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor.

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE: This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH: Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On Identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total

hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software. This Department of Public Works A-4 R-7136 City of Long Beach Division A – Notice Inviting Bids requirement will be a 'flow-down' requirement to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

APPRENTICESHIP EMPLOYMENT: The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.

(SEAL)

/s/ MONIQUE DE LA GARZA
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

DATE

/s/ THOMAS B. MODICA
ACTING CITY MANAGER

End of Division A – Notice Inviting Bids

**CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION**

Each Bidder shall fully inform itself of the conditions relating to the Work and the employment of labor on the Work. Failure to do so will not relieve the Contractor of the obligation to furnish all materials and labor necessary to comply with the Contract Documents.

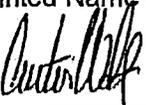
Each Bidder shall examine the Work site. Bidders shall attend a mandatory pre-bid inspection, conducted by the City, as specified in the Notice Inviting Bids. Failure to attend the mandatory pre-bid inspection shall be cause for the City to reject the Bid.

I certify that I have examined the site and the Bid is complete. On behalf of the Contractor, I certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

December 3, 2019
Date of Site Examination

Sully-Miller Contracting Company
Contractor

Curtis Weltz, Assistant Secretary
Printed Name of Contractor's Representative


Signature of Representative

December 10, 2019
Date

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certification of Site Examination

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

**AIRPORT PAVING AND OTHER AIRFIELD IMPROVEMENTS
CONTRACTOR'S MINIMUM QUALIFICATIONS
AND EXPERIENCE STATEMENT**

**FOR THE TAXIWAY D REHABILITATION
AT THE LONG BEACH AIRPORT**

The Work is located on a very active airport and the Contractor shall be required to coordinate the Contractor's activities with multiple airport tenants. Typical airport operations include terminal construction, commercial airlines, cargo aircraft, general aviation, military aircraft, student pilots, helicopter traffic, and corporate aircraft. Support activities that routinely occur on the Airport include, but are not limited to, fire protection equipment, safety vehicles, fueling, baggage handling, aircraft towing, maintenance vehicles, and other construction projects.

This Work requires conformance with FAA specifications for construction at airports. The FAA specifications are generally more stringent than typical local agency specifications, especially with regard to paving quality control and acceptance criteria that are contained in Specification. Item P-401, "Plant Mix Bituminous Pavements". The FAA specifications are also more stringent than typical local agency specifications with regard to electrical improvements.

The City has established minimum airfield paving qualifications and experience requirements for the Contractor. Each bidder shall submit an "Airport Paving and Other Airfield Improvements – Contractor's Minimum Qualifications and Experience Statement". The statement shall be completed on the following form. The statement shall be included with the Bid and failure to include the statement with the Bid shall render the Bid non-responsive. Failure to submit complete and accurate statements of experience shall render the Bid non-responsive. Submission of inaccurate or misleading information on the statements of experience shall render the Bid non-responsive.

All projects listed to meet the minimum qualifications and experience requirements shall have been located on an airport with regularly scheduled airline passenger service (FAR Part 139-Certificated).

The experience of the listed subcontractor may have been obtained while in the role of prime contractor, while subcontracting to the Contractor, or while subcontracting to any other contractor. The Contractor shall clearly indicate the company/firm that performed the previous work for which experience is claimed and the role in which the previous work was performed (prime contractor or subcontractor).

P-401 ASPHALT CONCRETE PAVING EXPERIENCE

The Contractor or paving subcontractor shall have experience placing plant mix bituminous pavement on airports in accordance with FAA Specification Item P-401, "Plant Mix Bituminous Pavements" on runways, taxiways, and/or parking ramps. The Contractor or the paving subcontractor listed to meet the P-401 experience requirement shall have successfully completed two (2) airfield-paving projects in accordance with Item P-401 since January 1, 2012, prior to the deadline for submission of bids. A portion of the work shall have been performed during nighttime hours. The Contractor shall list the percentage of P-401 work performed by the Contractor or paving subcontractor.

P-401 ASPHALT CONCRETE PAVING EXPERIENCE PROJECT #1	Project Title:	Taxilane D-10 Reconstruction	
	Start Date & Substantial Completion Date:	06/2012	11/2012
	Type of Work:	AC/PCC Pavement, R & R of Fuel Lines	
	Airport Name:	Los Angeles International Airport	
	Sponsor (Owner) Name:	Los Angeles World Airports	
	Sponsor Address:	7301 World Way West	
	Sponsor City, State, Zip	Los Angeles, CA 90045	
	Sponsor Telephone Number:	310/646-5252	
	Sponsor Representative:	Goran Lazarevic, P.E.	
	Company/Firm that performed the Work:	Sully-Miller Contracting Company	
	Work performed as:	<input checked="" type="checkbox"/> Prime Contractor	<input type="checkbox"/> Subcontractor
	Name of Prime Contractor:	Sully-Miller Contracting Company	
	Prime Contractor Telephone Number:	714/578-9600	
	Prime Contractor Representative:	Travis Clausen, Project Manager	
	Total Contract Amount:	\$ 6,383,320.00	
	P-401 Contract Amount:	\$ 1,190,257.15	
	Quantity Placed:	13,503 TONS	19 in. (avg. depth)
	PWL Method used to Calculate Pay Factor?	<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO
Percentage of Work Performed at Night:	30%		

P-401 ASPHALT CONCRETE PAVING EXPERIENCE

P-401 ASPHALT CONCRETE PAVING EXPERIENCE PROJECT #2	Project Title:		Taxiway J Improvements West of Taxiway D		
	Start Date & Substantial Completion Date:		04/2015	07/2016	
	Type of Work:		AC Paving, Lime Treatment, Electrical		
	Airport Name:		Long Beach Airport		
	Sponsor (Owner) Name:		City of Long Beach		
	Sponsor Address:		333 West Ocean Blvd.		
	Sponsor City, State, Zip		Long Beach, CA 90802		
	Sponsor Telephone Number:		562/570-2682		
	Sponsor Representative:		Stephan Lum		
	Company/Firm that performed the Work:		Sully-Miller Contracting Company		
	Work performed as:		<input checked="" type="checkbox"/> Prime Contractor	<input type="checkbox"/> Subcontractor	
	Name of Prime Contractor:		Sully-Miller Contracting Company		
	Prime Contractor Telephone Number:		714/578-9600		
	Prime Contractor Representative:		Samuel Kirk		
	Total Contract Amount:		\$ 7,485,000		
	P-401 Contract Amount:		\$ 1,697,200		
	Quantity Placed:		16,874 TONS	4.5 in. (avg. depth)	
	PWL Method used to Calculate Pay Factor?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO	
Percentage of Work Performed at Night:		33%			

AIRFIELD ELECTRICAL EXPERIENCE

The Contractor or electrical subcontractor shall have experience performing airfield electrical work in accordance with various FAA Specification Items on runways, taxiways, parking ramps, and/or navigational aids. The Contractor or electrical subcontractor listed to meet the airfield electrical experience requirement shall have attained substantial completion of two (2) airfield electrical system improvements projects in accordance with FAA Specifications since January 1, 2012, prior to the deadline for submission of bids. A portion of the work shall have been performed during nighttime hours and the electrical contract value shall have been a minimum of \$200,000. The Contractor shall list the percentage of airfield electrical work performed by the Contractor or electrical subcontractor.

AIRFIELD ELECTRICAL EXPERIENCE	PROJECT #1	Project Title:		LAX Runway 25R Reconstruction			
		Start Date & Substantial Completion Date:		December 2017	September 2018		
		Type of Work:		Airfield Electrical: conduit, wire, lighting, signage.			
		Airport Name:		Los Angeles International			
		Sponsor (Owner) Name:		LAWA			
		Sponsor Address:		7301 World Way West, 9th Floor			
		Sponsor City, State, Zip		Los Angeles, CA 90045			
		Sponsor Telephone Number:		424-646-7186			
		Sponsor Representative:		Gabriel Miranda			
		Company/Firm that performed the Work:		Vallutini Corporation dba Royal Electric			
		Work performed as:		<input type="checkbox"/> Prime Contractor	<input checked="" type="checkbox"/> Subcontractor		
		Name of Prime Contractor:		Granite Construction Company			
		Prime Contractor Telephone Number:		760-572-2077			
		Prime Contractor Representative:		Jon Gonzalez			
		Total Contract Amount:		\$41,018,135			
		Electrical Contract Amount:		\$3,906,556			
		Elevated Edge Lights?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
		Semi-Flush In-Pavement Lights?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
		Airfield Signage?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
		Percentage of Work Performed at Night:		26%			

AIRFIELD ELECTRICAL EXPERIENCE

AIRFIELD ELECTRICAL EXPERIENCE	PROJECT #2	Project Title:		Improvements to RW 7R-25L			
		Start Date & Substantial Completion Date:		January 2018	October 2018		
		Type of Work:		Airfield Electrical: conduit, wire, PABX, REIL, lighting, signage.			
		Airport Name:		Long Beach Airport			
		Sponsor (Owner) Name:		City of Long Beach			
		Sponsor Address:		4100 Donald Douglas Dr.			
		Sponsor City, State, Zip		Long Beach, CA 90808			
		Sponsor Telephone Number:		562-570-2616			
		Sponsor Representative:		Henry Monfaro			
		Company/Firm that performed the Work:		Vellutini Corporation dba Royal Electric			
		Work performed as:		<input type="checkbox"/> Prime Contractor	<input checked="" type="checkbox"/> Subcontractor		
		Name of Prime Contractor:		All American Asphalt			
		Prime Contractor Telephone Number:		951-453-9000			
		Prime Contractor Representative:		Gordon Kline			
		Total Contract Amount:		\$14,519,593			
		Electrical Contract Amount:		\$3,134,770			
		Elevated Edge Lights?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
		Semi-Flush In-Pavement Lights?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO		
Airfield Signage?		<input checked="" type="checkbox"/> YES	<input type="checkbox"/> NO				
Percentage of Work Performed at Night:		25%					

NOTE: Failure to complete all portions of this form may render the Bidder's Bid as non-responsive and subject to rejection.



Signature

December 10, 2019

Date

Curtis Weltz, Assistant Secretary
Name and Title of Signing Officer

Sully-Miller Contracting Company
Company Name

135 S. State College Blvd., Ste. 400, Brea, CA 92821
Business Address

714/578-9600
Telephone

714/578-9672
Fax

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

UNAPPROVED FOR PRINTING BY THE STATE BAR OF CALIFORNIA. THIS DOCUMENT IS NOT A CONTRACT AND IS NOT TO BE USED AS ONE.

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

State of California

County of Orange

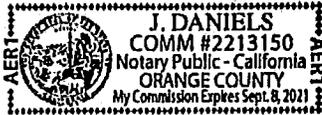
On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contractor's Minimum Qualifications and Experience Statement

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

UNAPPROVED FOR PRINTING BY THE STATE BAR OF CALIFORNIA. THIS DOCUMENT IS NOT A CONTRACT AND IS NOT TO BE USED AS ONE.

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BIDDER'S STATEMENT ON PREVIOUS CONTRACTS
SUBJECT TO EEO CLAUSE

The Bidder shall complete the following statement by checking the appropriate blanks:

The Bidder has X has not _____ participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 11246, as amended, of September 24, 1965.

The Bidder has X has not _____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If Bidder has participated in a previous contract subject to the equal opportunity clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1" prior to award of the contract (*).

NOTE: Failure to complete the blanks may be grounds for rejecting the bid.

Curtis Weltz, Assistant Secretary

(Name and Title of Signer)



Signature

December 10, 2019

Date

Company Name Sully-Miller Contracting Company

Business Address 135 S. State College Blvd., Ste. 400

Brea, CA 92821

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

NOTARY PUBLIC - CALIFORNIA STATE BAR - THE STATE BAR OF CALIFORNIA - THE CALIFORNIA JUDICIAL BRANCH - THE CALIFORNIA STATE BAR OF JUDICIAL OFFICERS

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bidder's Statement on Previous Contracts Subject to EEO Clause

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

NOTARY PUBLIC - CALIFORNIA STATE BAR - THE STATE BAR OF CALIFORNIA - THE CALIFORNIA JUDICIAL BRANCH - THE CALIFORNIA STATE BAR OF JUDICIAL OFFICERS

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Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # N/A CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL THOSE BY THESE PRESENTS: That we, Sully-Miller Contracting Company, as Principal, and Liberty Mutual Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of MA, with its principal place of business in the City of Boston, State of MA, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Ten Percent of the total amount bid Dollars (\$ 10%) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Signed and sealed this 5th day of December, 2019.

Sully-Miller Contracting Company

Curtis Weltz
Principal CURTIS WELTZ, ASSISTANT SECRETARY

Liberty Mutual Insurance Company

Victoria M Campbell
Surety Victoria M. Campbell, Attorney-in-Fact

The bond shall be signed by both parties and all signatures shall be notarized

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bidder's Bond

Document Date: December 5, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

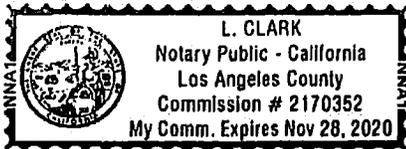
On DEC 05 2019 before me, L. Clark, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Victoria M. Campbell
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *L. Clark*
Signature of Notary Public.

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: DEC 05 2019

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8197935 - 024022

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Victoria M. Campbell, Stacy T. Rickhoff

all of the city of Irvine state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 8th day of November, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 8th day of November, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts; Section 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 5th day of December, 2019.



By: Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-877-832-8248 between 9:00 am and 4:30 pm EST on any business day.

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NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

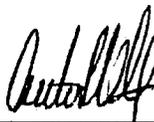
The undersigned declares:

I am the Assistant Secretary of Sully-Miller, the party making the foregoing bid.
Contracting Company

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on December 10, 2019 [Date],
at Brea [City], CA [State].



Curtis Weltz, Assistant Secretary
Sully-Miller Contracting Company

CALIFORNIA JURAT WITH AFFIANT STATEMENT

CIVIL CODE § 8202

See Attached Document (Notary to cross out lines 1-6 below)

See Statement Below (Lines 1-6 to be completed only by document signer, not Notary)

1	-----
2	-----
3	-----
4	-----
5	-----
6	-----

Signature of Document Signer No. 1

Signature of Document Signer No. 2

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

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me

On this 17th day of December, 2019 by:

Name of signer(s)

1. Curtis Weltz

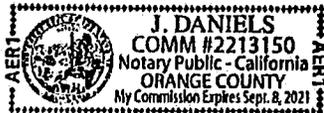
2. _____

Proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above



OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non-Collusion Affidavit

Document Date: December 10, 2019

Number of Pages 1

Signer(s) Other Than Named Above: _____

Signer Represents: Sully-Miller Contracting Company

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NONLOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies:

a. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

b. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

The successful bidder by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

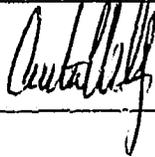
Reference

Title 2 CFR Part 180 (Subpart C)
Title 2 CFR Part 1200
DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

Revised
5/14/13

Curtis Wertz, Assistant Secretary

(Name and Title of Signer)



Signature

December 10, 2019

Date

Company Name Sully-Miller Contracting Company

Business Address 135 S. State College Blvd., Ste. 400

Brea, CA 92821

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

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**INSTRUCTIONS FOR COMPLETION OF SF-LLL,
DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of covered federal action or a material change to previous filing pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

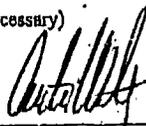
1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, State and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant or loan award number, the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DB-90-001."
9. For a covered federal action where there has been an award or loan commitment by the Federal agency, enter the federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with federal officials. Identify the federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

SP-LLL-Instructions Rev. 06-04-90 (NDIF)

DISCLOSURE OF LOBBYING ACTIVITIES
 COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<p>2. Status of Federal Action:</p> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<p>3. Report Type:</p> <input type="checkbox"/> a. initial <input type="checkbox"/> b. material change
		<p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity</p> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known N/A	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> Congressional District, if known _____	
<p>6. Federal Department/Agency:</p> Congressional District, if known _____	<p>7. Federal Program Name/Description:</p> CFDA Number, if applicable _____	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobby Entity (If individual, last name, first name, MI)</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>11. Amount of Payment (check all that apply)</p> \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<p>13. Type of Payment (check all that apply)</p> <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify _____	
<p>12. Form of Payment (check all that apply):</p> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<p>14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:</p>		
<p>(attach Continuation Sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: Yes <input type="checkbox"/> No <input type="checkbox"/></p>		
<p>16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the filer above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
		<p>Signature: </p> <p>Print Name: <u>Curtis Weitz</u></p> <p>Title: <u>Assistant Secretary</u></p> <p>Telephone No.: <u>714/578-9600</u> Date: <u>12-10-19</u></p>
<p>Authorized for Local Reproduction Standard Form - LLL</p>		

Federal Use Only:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Disclosure of Lobbying Activities

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

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**CERTIFICATION OF COMPLIANCE WITH THE
EQUAL BENEFITS ORDINANCE**

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Sully-Miller Contracting Company Federal Tax ID No. [REDACTED]
Address: 135 S. State College Blvd., Ste. 400, Brea, CA 92821
City: Brea State: CA ZIP: 92821
Contact Person: Curtis Weltz, Asst. Sec. Telephone: 714/578-9600
Email: Curtis.Weltz@sully-miller.com Fax: 714/578-9672

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees. Yes No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes No
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 Yes No (If you answered "no" to both questions C and D, proceed to section 5, as the EBO is not applicable to this contract. If you answered "yes" to both Questions C and D, please continue to Question E. If you answered "yes" to Question C and "no" to Question D, please continue to section 3.)
- E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of an employee?
 Yes No
(If "yes," proceed to section 4, as you are in compliance with the EBO. If "no," continue to section 3.)

*D. For Non-Union Employees only. Union Employees are subject to Bargaining Agreements.

Section 3. PROVISIONAL COMPLIANCE

A. Contractor/Vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

X Upon expiration of the contractor's current collective bargaining agreement(s).

B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.)

___ Yes ___ No

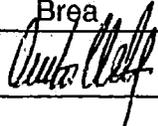
Section 4. REQUIRED DOCUMENTATION

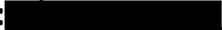
At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statement, etc.) to verify that you do not discriminate in the provision of benefits.

Section 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Long Beach Municipal Code and in the terms of the contract or purchase order with the City.

Executed this 10th day of December, 2019, at Brea, CA

Name: Curtis Weltz Signature: 

Title: Assistant Secretary Federal Tax ID No.: 

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels

Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certification of Compliance with the Equal Benefits Ordinance

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/Vendor submits evidence of taking reasonable measures to comply with the EBO; or

- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/Vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the Contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a Contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

By my signature below, I acknowledge that the Contractor understands that to the extent it is subject to the provisions of the Long Beach Municipal Code section 2.73, the Contractor shall comply with this provision.

Printed Name: Curtis Weltz Title: Assistant Secretary

Signature:  Date: December 10, 2019

Business Entity Name: Sully-Miller Contracting Company

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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State of California

County of Orange

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Curtis Weltz

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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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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Description of Attached Document

Title or Type of Document: Equal Benefits Ordinance Disclosure Form

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

CERTIFICATION OF NONSEGREGATED FACILITIES

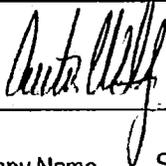
The federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that she or he will retain such certifications in his files.

Certification – The information above is true and complete to the best of my knowledge and belief.

Curtis Weltz, Assistant Secretary

(Name and Title of Signer)



Signature

December 10, 2019

Date

Company Name Sully-Miller Contracting Company

Business Address 135 S. State College Blvd., Ste. 400
Brea, CA 92821

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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County of Orange

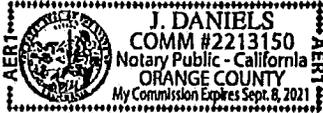
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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Certification of Non-segregated Facilities

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

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TRADE RESTRICTION CLAUSE

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

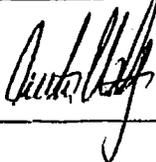
This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Curtis Weltz, Assistant Secretary

(Name and Title of Signer)



Signature

December 10, 2019

Date

Company Name

Sully-Miller Contracting Company

Business Address

135 S. State College Blvd., Ste. 400

Brea, CA 92821

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Signature

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Trade Restriction Clause

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

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BUY AMERICAN CERTIFICATE

BUY AMERICAN – STEEL AND MANUFACTURED PRODUCTS FOR CONSTRUCTION CONTRACTS

The Contractor agrees that only domestic steel and manufactured products will be used by the Contractor, subcontractors, materialmen, and suppliers in the performance of this contract, and defined in paragraph a below.

a. The following terms apply to this clause:

- (1) Steel and manufactured products. As used in this clause, steel and manufactured products include (1) those produced in the United States or (2) a manufactured product produced in the United States, if the cost of its components mined, produced or manufactured in the United States exceeds 60 percent of the cost of all its components and final assembly has taken place in the United States.
- (2) Components. As used in this clause, components means those articles, materials, and supplies incorporated directly into steel and manufactured products.
- (3) Cost of Components. This means the costs for production of the components, exclusive of final assembly labor costs.

Curtis Wetz, Assistant Secretary

(NAME AND TITLE OF SIGNER)



SIGNATURE

December 10, 2019

DATE

COMPANY NAME

Sully-Miller Contracting Company

BUSINESS ADDRESS

135 S. State College Blvd., Ste. 400

Brea, CA 92821

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Buy American Certificate

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART I

The bidder shall list all subcontractors (both DBE and non-DBE) in accordance with Section 2-1.054 of the Standard Specifications and per Tids 49, Section 26.11 of the Code of Federal Regulations. This listing is required in addition to listing DBE Subcontractors elsewhere in the proposal. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	YES NO
Name Royal Electric Company Address 8481 Carbine Ct. City State ZIP Sacramento, CA 95828	Phone 916- 224-2100 Fax 916 226-2150	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million <input checked="" type="checkbox"/> >\$15 million	Electrical	YES NO
Name Auction Striping & Inc Address 47287 Rainbow Ln Rd City State ZIP Lemoore, CA 92592	Phone 951- 303-9994 Fax N/A	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million <input type="checkbox"/> >\$15 million	Striping & Marking	YES NO
Name Moran Consulting Corp Address 4580 Pacific Coast Hwy., # 210 City State ZIP Long Beach, CA 92804	Phone 960-562- 340-4670 Fax 562- 340-4680	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input checked="" type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million <input type="checkbox"/> >\$15 million	Survey	YES NO
Name Address City State ZIP	Phone Fax	<input type="checkbox"/> <\$1 million <input type="checkbox"/> <\$5 million <input type="checkbox"/> <\$10 million <input type="checkbox"/> <\$15 million <input type="checkbox"/> >\$15 million		YES NO

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BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	DBE Participation (%)
Name <i>Cal Stripe</i> Address <i>2040 East Steel Rd</i> City State ZIP <i>Walton CA 92324</i>	Phone <i>909 884-7170</i> Fax <i>909 884-7106</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Striping & Marking</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO As of FY 03
Name <i>G3 Quality</i> Address <i>13850 Carrites Corp. Dr. Ste 100</i> City State ZIP <i>Whites, CA 90703</i>	Phone <i>562-321-9840</i> Fax <i>N/A</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Quality Control Program</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO As of FY 03
Name <i>EVSEY ELECTRIC INC.</i> Address <i>985 Singing Ridge Rd</i> City State ZIP <i>EL CAYON CA 92029</i>	Phone <i>619 334 6137</i> Fax <i>619 872-0913</i>	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Electrical</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO As of FY 03
Name <i>Payco Specialties</i> Address <i>120 N. Second Ave</i> City State ZIP <i>Chula Vista CA 91910</i>	Phone <i>619 422 9204</i> Fax <i>619 427 1620</i>	<input checked="" type="checkbox"/> < \$5 million <input type="checkbox"/> < \$10 million <input type="checkbox"/> < \$15 million <input type="checkbox"/> > \$15 million	<i>Striping & Marking</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO As of FY 03

BIDDER'S LIST OF SUBCONTRACTORS (DBE and NON-DBE)- PART II

The bidder shall list all subcontractors who provided a quote or bid but were not selected to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. Photocopy this form for additional firms.

Firm Name/ Address/ City, State, ZIP	Phone/ Fax	Annual Gross Receipts	Description of Portion of Work to be Performed	DBE Participation Percentage
Name Strawhat UP Survey Address 22421 Barton Rd City State ZIP Cerritos CA 92313	Phone 951 453 9218 Fax N/A	<input type="checkbox"/> < \$1 million <input checked="" type="checkbox"/> \$1 - \$5 million <input type="checkbox"/> > \$5 million	Survey	0%
Name MSL Electric Address 2918 E. La Jolla St. City State ZIP Anaheim ca 92806	Phone 714 693 4837 Fax 714 693 4838	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$5 - \$10 million <input type="checkbox"/> > \$10 million	Electrical	0%
Name Stemmler Ent. Address 1189 Brenford St City State ZIP Sun Valley ca 91352	Phone 818 834 8199 Fax 818 834 8118	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$5 - \$10 million <input type="checkbox"/> > \$10 million	Striping & Marking	0%
Name PTI Address 975 W. 1st Street City State ZIP Azusa CA 91702	Phone 626 218 0504 Fax 626 218 0634	<input type="checkbox"/> < \$1 million <input type="checkbox"/> < \$5 million <input checked="" type="checkbox"/> \$5 - \$10 million <input type="checkbox"/> > \$10 million	Striping & Marking	0%

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Instructions to Bidders

Disadvantaged Business Enterprises (DBE)

(i) If the Contractor intends to utilize subconsultants during the performance of this contract, the Contractor is expected to afford DBEs equitable opportunity to compete and perform in these areas. To facilitate capturing Race-Neutral DBE participation under this Contract, the Contractor is requested to complete and submit the "DBE Race-Neutral Participation Listing" form with the executed contract documents, which includes the following information for each DBE listed:

1. The name and address of each DBE who will participate in the contract;
2. A clearly defined scope of work to be performed by the DBE;
3. The estimated percentage value of the work to be performed by the DBE; and
4. DBE certification eligibility status, in conformance with 49 CFR Part 26

(ii) Instructions

1. All Contractors which are certified DBEs in accordance with eligibility standards set forth in 49 CFR Part 26, and, which are responsible for a commercially useful function (i.e. a distinct element of the actual scope of work), are to be listed in the "DBE Race-Neutral Participation Listing" regardless of contract amount.
2. In addition, a copy of the DBE certification for each Contractor proposed must be enclosed with the "DBE Race-Neutral Participation Listing".
3. Additional pages may be duplicated if needed for listing additional DBE Contractors.

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror will complete and submit "DBE Race-Neutral Participation Listing" with the bid/proposal. Additional sheets may be duplicated as necessary. DBEs must be certified on the date bids/proposals are opened. In the event of no race-neutral DBE participation, Bidder/Offeror will mark "None" under the column entitled "DBE Firm Name." The DBE information and content provided under "DBE Race-Neutral Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*: Airport Lighting Systems	Provide Complete Description of Work to be Performed:
Business Address: 651 Industrial Blvd	Airfield Lighting Equipment and Cable
Contact Person: Courtney Denney	
Telephone: 817-912-0400	
Email: cd@airportlighting.com	
DBE Certification No.: 39521	Check Appropriate Box Describing: Subcontractor/Supplier Activity:
Subcontract Amount: \$191,785.18	<input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker
	<input checked="" type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker

DBE Firm Name*: Moran Consultations Corporation	Provide Complete Description of Work to be Performed:
Business Address: 4500 Pfeiffer Coast Hwy., #210	<i>Survey</i>
Contact Person: Kenneth Hall	
Telephone: 562-340-4670	
Email: KHall@moran-corp.com	
DBE Certification No.: 42274	Check Appropriate Box Describing: Subcontractor/Supplier Activity:
Subcontract Amount: \$115,700.00	<input checked="" type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker
	<input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker

DBE Firm Name*:	Provide Complete Description of Work to be Performed:
Business Address:	
Contact Person:	
Telephone:	
Email:	
DBE Certification No.:	Check Appropriate Box Describing: Subcontractor/Supplier Activity:
Subcontract Amount:	<input type="checkbox"/> Subcontractor (100%) <input type="checkbox"/> Manufacturer (100%) <input type="checkbox"/> Broker
	<input type="checkbox"/> Supplier (60%) <input type="checkbox"/> Regular Dealer (60%) <input type="checkbox"/> Trucker

DBE RACE-NEUTRAL PARTICIPATION LISTING

Bidder/Offeror will complete and submit "DBE Race-Neutral Participation Listing" with the bid/proposal. Additional sheets may be duplicated as necessary. DBEs must be certified on the date bids/proposals are opened. In the event of no race-neutral DBE participation, Bidder/Offeror will mark "None" under the column entitled "DBE Firm Name." The DBE information and content provided under "DBE Race-Neutral Participation Listing" will not be considered in evaluating the bid/proposal or determining award of any contract.

DBE Firm Name*:	Provide Complete Description of Work to be Performed:		
Business Address:			
Contact Person:			
Telephone:			
Email:			
DBE Certification No.:	Check Appropriate Box Describing: Subcontractor/Supplier Activity:		
Subcontract Amount:	<input type="checkbox"/> Subcontractor (100%)	<input type="checkbox"/> Manufacturer (100%)	<input type="checkbox"/> Broker
	<input type="checkbox"/> Supplier (60%)	<input type="checkbox"/> Regular Dealer (60%)	<input type="checkbox"/> Truckee
Bidder/Offeror:	Sully-Miller Contracting Company		
Business Address:	135 S. State College Blvd., Ste. 400		
Phone:	714 578 9600		
Total Contract Amount:	\$ 6,453,750.00		
DBE Race-Neutral Participation Value (% of Total Contract Value):	4.76	%	DBE Race-Neutral Participation Dollar (\$) Value: Mark "NONE" if no DBEs will be utilized.
			\$ 307,485.18


 Signature of Authorized Representative: **Curtis Weltz**
 Printed Name: **Curtis Weltz**
 Date: **December 10, 2019**
 Title: **Assistant Secretary**

Exhibit B

Workers Compensation Certification

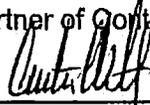
WORKERS' COMPENSATION CERTIFICATION

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:

Sully-Miller Contracting Company

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



Curtis Weltz

Title: Assistant Secretary

Date: December 10, 2019

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

CIVIL CODE § 1189

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

State of California

County of Orange

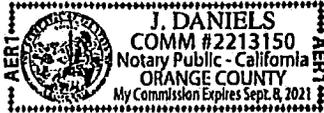
On December 17, 2019 before me, *J. Daniels*, Notary Public, personally appeared

Curtis Weltz

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that *he* executed the same in *his* authorized capacity, and that by *his* signature on the instrument the person, or the entity upon behalf of which the person 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

J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Worker's Compensation Certification

Document Date: December 10, 2019 Number of Pages 1

Signer(s) Other Than Named Above: _____

Capacity Claimed by Signer:

Signer's Name Curtis Weltz

Corporate Officer: Assistant Secretary

Other: _____

Signer Represents: SULLY-MILLER CONTRACTING COMPANY

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: WC7-631-004125-659
 - B. Name of Insurer (NOT Broker): Liberty Insurance Corporation
 - C. Address of Insurer: 114 West 47th Street, New York, NY 10036
 - D. Telephone Number of Insurer: 781/647-8138

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): TBD
 - B. Automobile Liability Insurance Policy Number: AS2-631-004125-679
 - C. Name of Insurer (NOT Broker): Liberty Insurance Corporation
 - D. Address of Insurer: 114 West 47th Street, New York, NY 10036
 - E. Telephone Number of Insurer: 7816478138

- 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: TBD

- 5) Estimated total wages to be paid those workers: TBD

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

- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: TBD

- 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>Royal Electric</u>	Type of Work	<u>Electrical</u>
Address	<u>8481 Carbide Ct.</u>		
City	<u>Sacramento, CA 95828</u>	Dollar Value of Subcontract	<u>\$ 327,644.00 CW</u> <u>494,494.00</u>
Phone No.	<u>916-226-2100</u>		
License No.	<u>357377</u>	DIR Registration No.	<u>100000011</u>
Name	<u>Cat-Stripes (CW)</u>	Type of Work	<u>Striping + Marking (CW)</u>
Address	<u>2040 East Stal Rd (CW)</u>		
City	<u>Colton, CA 92324 (CW)</u>	Dollar Value of Subcontract	<u>\$ 102,995.00 (CW)</u>
Phone No.	<u>909-884-7170 (CW)</u>		
License No.	<u>685387 (CW)</u>	DIR Registration No.	<u>100000100 (CW)</u>
Name	<u>Moran Consulting Corp.</u>	Type of Work	<u>Survey</u>
Address	<u>4500 Pacific Coast Hwy #210</u>		
City	<u>Long Beach, CA 92804</u>	Dollar Value of Subcontract	<u>\$ 115,700.00</u>
Phone No.	<u>562-340-4670</u>		
License No.	<u>PLS 8633</u>	DIR Registration No.	<u>1000018029</u>
Name	<u>Aviation Striping, Inc</u>	Type of Work	<u>Striping + Marking</u>
Address	<u>47787 Rainbow Cyn Rd.</u>		
City	<u>Jamez, CA 92592</u>	Dollar Value of Subcontract	<u>\$ 79,843</u>
Phone No.	<u>951-303-9914</u>		
License No.	<u>859156</u>	DIR Registration No.	<u>1000023174</u>
Name	_____	Type of Work	_____
Address	_____		
City	_____	Dollar Value of Subcontract	<u>\$</u> _____
Phone No.	_____		
License No.	_____	DIR Registration No.	_____

EXHIBIT "E"

- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (Included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project workforce on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the workforce on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.html> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.**d. Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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- (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.
2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
 3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
 4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
 5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. Instructions for Certification—First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 - j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- *****
- #### 2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:
- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which

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(<https://www.epis.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.

exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

Appendix A

Application for Use Tax Direct Payment Permit

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	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	A. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	B. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	C. 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.

ISSUED IN DUPLICATE
Payment Bond
No. 014211373

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Taxiway D Rehabilitation Between Runway 8L-26R and Taxiway J at the Long Beach Airport, as described in Specification No.: R-7136, Addenda 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 Liberty 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 Five Million Six Hundred Fifty-Seven Thousand Nine Hundred Fifty Dollars (\$5,657,950) 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 10th day of July, 2020.

Liberty Mutual Insurance Company
By: [Signature] Surety Name
Signature
Name: Phil Knower Printed Name
Title: Witness
Address: 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236
Telephone: 1-614-987-1274

Donna M. Planeta
Attorney-in-Fact
[Signature]
Signature

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

July 27, 2020

Approved as to form.

CHARLES PARKIN, City Attorney
By: [Signature]
Deputy City Attorney

Sully-Miller Contracting Company, a Delaware corporation
By: [Signature]
Signature
Name: CURTIS WELTZ Printed Name
Title: ASSISTANT SECRETARY
***** PLEASE SEE ATTACHED CERTIFICATE OF INCUMBENCY *****
By: [Signature] Signature
Name: _____ Printed Name
Title: _____

July 28, 2020

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation
By: [Signature]
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

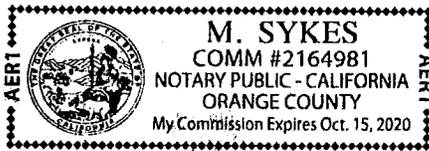
State of California)
County of Orange)

On July 15, 2020 before me, M. Sykes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Curtis Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature M. Sykes
Signature of Notary Public
M. Sykes, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: July 15, 2020
Number of Pages: 1 Signer(s) Other Than Named Above: Donna M. Planeta, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis Weltz
 Corporate Officer — Title(s): Assistant Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Sully-Miller Contracting Company

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

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 10th day of July, 2020, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202409-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of July, 2020.



By: [Signature]

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

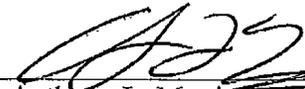
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

ISSUED IN DUPLICATE
Performance Bond
No. 014211373
Premium: \$18,355.00

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 **SULLY-MILLER CONTRACTING COMPANY, a Delaware corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Taxiway D Rehabilitation Between Runway 8L-26R and Taxiway J at the Long Beach Airport, as described in Specification No.: R-7136, Addenda 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 Liberty 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 **Five Million Six Hundred Fifty-Seven Thousand Nine Hundred Fifty Dollars (\$5,657,950)** 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 Oblige is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Oblige'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 10th day of July, 2020.

Liberty Mutual Insurance Company
 By: [Signature] Surety Name
 Signature
 Name: Phil Knowler
 Printed Name
 Title: Witness
 Address: 8044 Montgomery Rd., Ste 150E, Cincinnati, OH 45236
 Telephone: 1-614-987-1274

Donna M. Planeta
 Attorney-in-Fact
[Signature]
 Signature

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

July 27, 2020

Approved as to form.
 CHARLES PARKIN, City Attorney
 By: [Signature]
 Deputy City Attorney

Sully-Miller Contracting Company, a Delaware corporation
 By: [Signature]
 Signature
 Name: CURTIS WELTZ
 Printed Name
 Title: ASSISTANT SECRETARY
 *** PLEASE SEE ATTACHED CERTIFICATE OF INCUMBENCY ***
 By: _____
 Signature
 Name: _____
 Printed Name
 Title: _____

July 28, 2020

Approved as to sufficiency.
 CITY OF LONG BEACH, a municipal corporation
 By: [Signature]
 City Manager/City Engineer

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

- 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

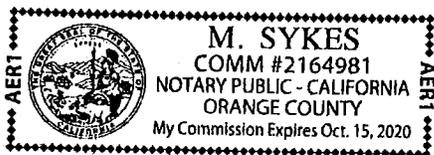
State of California)
County of Orange)

On July 15, 2020 before me, M. Sykes, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Curtis Weltz
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature M. Sykes
Signature of Notary Public
M. Sykes, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Performance Bond Document Date: July 15, 2020
Number of Pages: 1 Signer(s) Other Than Named Above: Donna M. Planeta, Attorney-in-Fact

Capacity(ies) Claimed by Signer(s)

Signer's Name: Curtis Weltz
 Corporate Officer — Title(s): Assistant Secretary
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: Sully-Miller Contracting Company

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

NOTARY ACKNOWLEDGMENT OF SURETY:

State of Connecticut

County of Hartford ss.

On this the 10th day of July, 20 20, before me, Brendan Fletcher, the undersigned officer, personally appeared Donna M. Planeta, known to me (or satisfactorily proven) to be the person whose name is subscribed as Attorney-In-Fact for Liberty Mutual Insurance Company, and acknowledged that s/he executed the same as the act of his/her principal for the purposes therein contained.

In witness whereof I hereunto set my hand.



Signature of Notary Public

Date Commission Expires: February 28, 2025

Brendan Fletcher

Printed Name of Notary

BRENDAN FLETCHER
NOTARY PUBLIC - CT 180835
My Commission Expires Feb. 28, 2025



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8202409-985949

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies")...

all of the city of Hartford state of Connecticut each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations...

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of October, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of October, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of July, 2020.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christian Ransinangue
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 5, 2019, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 5th day of December, 2019.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821