

**CITY OF LA HABRA  
PUBLIC WORKS AGREEMENT FOR  
HARBOR BOULEVARD AT ARBOLITA DRIVE  
INTERSECTION SAFETY IMPROVEMENTS, PROJECT NO. 3-R-23**

THIS AGREEMENT (herein "Agreement"), is made and entered into this \_\_\_ day of July, 2024 and between the **CITY OF LA HABRA**, a municipal corporation (herein "City") and **PALP, INC. DBA EXCEL PAVING COMPANY**. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of roadway improvements as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

**1.0 DEFINITIONS**

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean Palp, Inc. dba Excel Paving Company, a California corporation located at 2230 Lemon Ave, Long Beach, California 90806.
- (b) City. City shall mean the City of La Habra, a Municipal Corporation and General Law City, located at 110 E. La Habra Blvd, La Habra, California 90631.
- (c) City Council. City Council shall mean the City Council of the City of La Habra.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

## 2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "D."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not

apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

### **3.0 COMPENSATION**

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Four Hundred Twelve Thousand and Fifty Dollars (\$412,050) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

### **4.0 PERFORMANCE SCHEDULE**

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Exhibit "A", and incorporated herein by this reference. When requested by the

Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 31, 2025, unless the parties mutually agree in writing to extend the term.

## **5.0 COORDINATION OF WORK**

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Curtis P. Brown III  
Palp, Inc. dba Excel Paving Company  
2230 Lemon Ave  
Long Beach, California 90806

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned,

conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or

increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

## **6.0 INSURANCE, INDEMNIFICATION AND BONDS**

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "B" attached hereto and incorporated herein by this reference.

### **Conditions:**

The insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Public Works Director, City of La Habra, 110 E. La Habra Blvd, La Habra, California 90631.

Any insurance maintained by the City of La Habra shall apply in excess of and not combined with insurance provided by this policy.

The City of La Habra, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time

herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1 and Exhibit "B".

6.2 Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached to this Agreement as Exhibit "C", and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of La Habra, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection

with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

## **7.0 RECORDS AND REPORTS**

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

## **8.0 GENERAL PROVISIONS**

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and

agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five

Hundred Dollars (\$500.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City:           City of La Habra  
                      110 E. La Habra Blvd  
                      La Habra, California 90631  
                      Attn.: Albert Mendoza, PE

To Contractor:   Palp, Inc. dba Excel Paving Company  
                      2230 Lemon Ave  
                      Long Beach, California 90806  
                      Attn: Curtis P. Brown III

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent

required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 [reserved]

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

8.20 Cooperation. In the event any claim or action is brought against City relating to

Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

8.25 Costs. Each party shall bear its own costs and fees incurred in the preparation and

negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

8.26 No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

8.28 Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

8.29 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

**CITY OF LA HABRA,**  
A municipal corporation

\_\_\_\_\_  
Jim Sadro, City Manager

Date: \_\_\_\_\_

**CONTRACTOR**

\_\_\_\_\_  
Signature

*Curtis P. Brown III*  
Curtis P. Brown III President

Date: MAY 21, 2024

\_\_\_\_\_  
Name and Title

*FED 95-3672914*

\_\_\_\_\_  
Social Security or Taxpayer ID Number

**ATTEST:**

\_\_\_\_\_  
Rhonda J. Barone, CMC, City Clerk

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Richard D. Jones, City Attorney

Date: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On MAY 21 2024 before me, Myisha Monique Riven, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III,

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.

Myisha Monique Riven  
Signature of Notary Public

(Notary Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer

\_\_\_\_\_  
(Title)

- Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

5984

(Use of City Bond Form is Required)

Bond No. K41870734

**LABOR AND MATERIAL PAYMENT BOND  
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, PALP Inc. dba Excel Paving Company, as Principal, has entered into a contract dated May 7, 2024, with the City of La Habra (Obligee) referred to and made a part hereof to perform the following work, to wit: Harbor Boulevard at Arbolita Drive Intersection Safety Improvements and all appurtenant work in accordance with PROJECT NO. 3-R-23, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, PALP Inc. dba Excel Paving Company, as Principal, and Federal Insurance Company, a corporation organized under the laws of Indiana and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of La Habra, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of Four Hundred Twelve Thousand Fifty Dollars (\$412,050.00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

# ACKNOWLEDGMENT

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

State of California  
County of Orange )

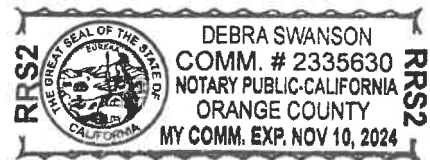
On May 21, 2024 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of April 2024.

[Handwritten signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Handwritten signature of Warren Eichhorn]

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 11th day of April, 2022 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

[Handwritten signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 21, 2024



[Handwritten signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

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

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 21st day of May, 2024.

(Corporate Seal)

PALP Inc. dba Excel Paving Company

Principal

By 

Curtis P. Brown, III

Title President

(Corporate Seal)

Federal Insurance Company

Principal

By 

Douglas A. Rapp

Title Attorney in Fact

APPROVED AS TO FORM:

/s/ Richard D. Jones

City Attorney

5484

**FAITHFUL PERFORMANCE BOND**

Bond No. K41870734

KNOW ALL MEN BY THESE PRESENTS:

That we, PALP Inc. dba Excel Paving Company

hereinafter referred to as

“Contractor”, as principal, and Federal Insurance Company

as surety, are held and firmly

bound unto City of La Habra in the sum of Four hundred twelve thousand fifty & 00/100 Dollars (\$412,050.00)

Lawful money of the United States of America for the payment of which sum well and truly to be made we bind ourselves jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that WHEREAS, said Contract has been awarded and is about to enter into the annexed contract with City of La Habra for construction of Street Improvements as specifically set forth in the documents entitled:

**HARBOR BOULEVARD AT ARBOLITA DRIVE  
INTERSECTION SAFETY IMPROVEMENTS PROJECT  
CITY PROJECT NO. 3-R-23**

and is required under the terms of the Contract to give this bond in connection with the execution of said contract.

NOW, THEREFORE, if the said Contractor shall well and truly do and perform all of the covenants and obligations of said contract on his part to be done and performed at the times and in the manner specified herein, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished which may be made pursuant to the terms of said Contract shall not in any way release either the Contractor or the surety thereunder nor shall any extensions of time granted under the provisions of said Contract release either the Contractor or the surety, and notice of such alterations or extensions of the Contract is hereby waived by the surety.

WITNESS our hands this 21st day of May, 2024.

PALP Inc. dba Excel Paving Company

Contractor

BY: 

Curtis P. Brown, III

President

Title

(Seal)

APPROVED:

Federal Insurance Company

Surety

BY: 

Douglas A. Rapp, Attorney in Fact

(Seal)

Mailing Address of Surety:

Federal Insurance Company

555 So. Flower Street, 3rd Floor

Los Angeles, CA 90017

213-612-5574

Telephone Number of Surety

# ACKNOWLEDGMENT

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

State of California  
County of Orange )

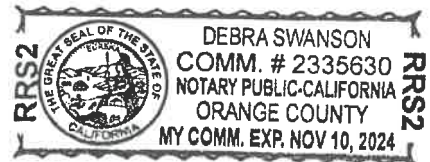
On May 21, 2024 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Debra Swanson (Seal)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of April 2024.

[Handwritten signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Handwritten signature of Warren Eichhorn]

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon SS.

On this 11th day of April, 2022 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

[Handwritten signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this May 21, 2024



[Handwritten signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

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

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On MAY 21, 2024 before me, Myisha Monique Riven, Notary Public, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III,

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.

Myisha Monique Riven (Notary Seal)  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)  
 Corporate Officer  
\_\_\_\_\_  
(Title)  
 Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

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

5984

(Use of City form is required)

**SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL**

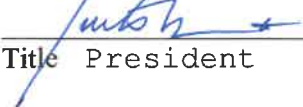
If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address: \_\_\_\_\_  
\_\_\_\_\_ 2230 Lemon Avenue  
\_\_\_\_\_ Long Beach, CA 90806  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ 562-599-5841 \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Curtis P. Brown III  
Principal

Signature: \_\_\_\_\_   
Title President

5984

(Use of City form  
is required)

**TAX IDENTIFICATION NUMBER**

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of La Habra) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of La Habra made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF LA HABRA FINANCE DEPARTMENT  
110 E. La Habra Blvd  
La Habra, CA 90631

Exempt: Yes\_\_\_ No X Telephone (562) 599-5841

CORPORATION: 95-3672914

U.S.A. OR ANY AGENCIES THEREOF: \_\_\_\_\_

IRS CODE #501 TAX-EXEMPT ORGANIZATION: \_\_\_\_\_

A NON-COMMISSIONED CITY OF LA HABRA EMPLOYEE: \_\_\_\_\_

SOLE PROPRIETOR: \_\_\_\_\_

A PARTNERSHIP: \_\_\_\_\_

OTHER: \_\_\_\_\_ (Explain)

Signature/Title:  Date: \_\_\_\_\_

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**BID GUARANTEE**

**TO THE CITY OF LA HABRA  
HARBOR BOULEVARD AT ARBOLITA DRIVE  
INTERSECTION SAFETY IMPROVEMENTS PROJECT NO. 3-R-23**

As a material inducement to the City to award the contract for Project No. 3-R-23 to Palp, Inc. dba Excel Paving Company, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: Harbor Boulevard At Arbolita Drive Intersection Safety Improvements Project ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor

Date: \_\_\_\_\_

Contractor: Palp, Inc, dba Excel Paving Company

By: Curtis P. Brown III

Title: President

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STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of La Habra a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
c. That such bid or proposal is genuine and not collusive or sham;
d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of La Habra or of any other bidder or anyone else interested in the proposed procurement;
e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of La Habra, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
h. Did not provide, directly or indirectly to any officer or employee of the City of La Habra any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of La Habra either currently or within the last two (2) years.
j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On May 23 at Long Beach California.

Firm Palp Inc dba Excel Paving Company

[Handwritten Signature]
(Signature)

Street 2230 Lemon Ave

Curtis P Brown III President
(Print Name & Title)

City Long Beach State CA Zip 90806

5984

**CERTIFICATION OF COMPLIANCE**

AFFIRMATIVE ACTION REQUIREMENTS

EQUAL EMPLOYMENT OPPORTUNITY

For

**HARBOR BOULEVARD AT ARBOLITA DRIVE  
INTERSECTION SAFETY IMPROVEMENTS PROJECT  
CITY PROJECT NO. 3-R-23**

Palp, Inc. dba Excel Paving Company Certifies that:  
(Contractor)

It has adopted and approved affirmative action plan in compliance with Title VII of the Civil Rights Act and the Equal Employment Opportunity Act of 1972 and agrees to submit a copy of that plan to the Assistant to the City Manager/Personnel of the City of La Habra for inspection prior to the award of contract.

Signed: 

By: Curtis P. Brown III

Title: President

Date: May 23, 2024

**EXHIBIT A**  
**SCOPE OF SERVICES**

## PROPOSAL

City of La Habra  
Civic Center  
110 E. La Habra Blvd.  
La Habra, California 90631

Gentlemen:

The undersigned hereby proposes to perform all work for which a contract may be awarded him and to furnish any and all plant, labor, services, materials, tools, equipment, supplies, transportation, utilities, and all other items and facilities necessary therefor as provided in the Contract Documents, and to do everything required therein for the project specifically set forth in documents entitled:

**HARBOR BOULEVARD AT ARBOLITA DRIVE  
INTERSECTION SAFETY IMPROVEMENTS  
PROJECT NO. 3-R-23**

together with appurtenances thereto, all as set forth on the drawing and in the specifications and other Contract Documents; and, he further proposes and agrees that if this Proposal is accepted he will contract in the form and manner stipulated to perform all the work called for by drawings, specifications and other Contract Documents and to complete all such work in strict conformity therewith within the time limits set forth therein, and that he will accept as full payment therefor the prices set forth in the Bid Schedule forming a part hereof.

A \*(Cashier's Check) \*(Certified Check) \*(Bid Bond) properly made payable to City of La Habra hereinafter designated as the Owner for the sum of "TEN PERCENT OF AMOUNT BID" dollars (\$ \_\_\_\_\_), which amount is not less than ten percent (10%) of the total amount of this bid, is attached hereto and is given as a guarantee that the undersigned will execute the Agreement and furnish the required bonds if awarded the Contract; and, in case of failure to do so within the time provided the proceeds of said check shall be forfeited to the \*Owner/Sureties Liability to the Owner for forfeiture of the face amount of the Bond shall be considered as established.

(\*) Delete inapplicable word or phrase.

It is understood and agreed that:

1. The undersigned has carefully examined all the Contract Documents which will form a part of the Contract;
2. The undersigned has, by investigation of the site of the work and otherwise, satisfied himself as to the nature and location of the work and has fully informed himself as to all conditions and matters which can in any way affect the work or the cost thereof;

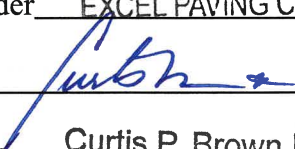
3. The undersigned fully understands the scope of the work and has checked carefully all words and figures inserted in this proposal and he further understands that the Owner will in no way be responsible for any errors or omissions in the preparation of this proposal;
4. The undersigned will execute the Agreement and furnish the required Performance and Payment Bonds and proof of insurance coverage, within ten (10) days (not including Saturdays, Sundays and holidays) after notice to him of acceptance of his bid by the Owner; and further, that this bid may not be withdrawn for a period of sixty (60) days after the date set for the opening thereof, unless otherwise required by law. If any bidder shall withdraw his bid within said period, the Contractor shall be liable under the provisions of the Bid Security or the Contract and his surety shall be liable under the Bid Bond, as the case may be;
5. The undersigned hereby certifies that this proposal is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named and the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid or any other person, firm or corporation to refrain from bidding; the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder;
6. In conformance with current statutory requirements of Section 1860, et seq., of the Labor Code of the State of California, the undersigned confirms the following as his certification:

I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability of worker's compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the work of this contract.

NOW, in compliance with the Notice Inviting Bids and all the provisions hereinbefore stipulated, the undersigned, with full cognizance thereof, hereby proposes to perform the entire work for the prices set forth in the attached Bid Schedule upon which award of the Contract is made.

Date:   MAY - 9 2024  , 2024

PALP, INC DBA  
Bidder   EXCEL PAVING COMPANY  

By     

Title   Curtis P. Brown III   President

Bidder's Post Office Address:  
  2230 LEMON AVE    
  LONG BEACH, CA 90806  

Corporation organized under  
the laws of the State of **California**

Names and addresses of all owners  
of the firm or names and titles of  
all officers of the corporation:

<b>Curtis P. Brown III</b>	President	
<b>David A. Drukker</b>	Vice President	
<b>An T. Quach</b>	Chief Financial Officer	2230 LEMON AVE
<b>Stefani A. Moreno</b>	Secretary	LONG BEACH, CA 90806
<b>Criese A. Phillips</b>	Assistant Secretary	

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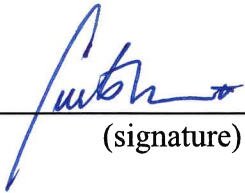
(corporate seal)

BIDDER'S INFORMATION

Contractor's License No. STATE LIC# 688659  
A, C12, C31 Expiration Date 5/31/2026

Classification of Contractor's License No. STATE LIC# 688659  
A, C12, C31

Contractor PALP, INC DBA  
EXCEL PAVING COMPANY  
(name of firm)

By  Curtis P. Brown III President  
(signature) (title)

Business Address: 2230 LEMON AVE  
LONG BEACH, CA 90806

Phone ( ) 562) 599-5841

I/We certify that the information provided above is complete and true to the best of my/our knowledge.

PALP, INC DBA  
EXCEL PAVING COMPANY MAY - 9 2024  
Contractor Date

Contractor's DIR Public Works Registration No. DIR# 1000003331

**EXHIBIT A**  
**BID SCHEDULE**

**HARBOR BOULEVARD AT ARBOLITA DRIVE INTERSECTION SAFETY  
IMPROVEMENTS PROJECT NO. 3-R-23**

**BASE BID (ITEMS 1-18)**

ITEM	DESCRIPTION	QUAN- TITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION (Not to exceed Five Percent (5%) of the total bid amount)	1	LS	20500.-	20 500.-
2	WATER POLLUTION CONTROL AND BMPS	1	LS	14375-	14375-
3	TRAFFIC CONTROL, SAFETY, & CLEANUP (Not to exceed Five Percent (5%) of the total bid amount)	1	LS	20500-	20 500.-
4	CONSTRUCTION STAKING AND MONUMENT PERPETUATION	1	LS	\$9,000.00	\$9,000.00
5	REMOVE EXISTING PCC CURB & GUTTER (UP TO 8" CURB HEIGHT)	55	LF	\$25.00	\$1,375.00
6	REMOVE EXISTING GUTTER	275	LF	\$20.00	\$5,500.00
7	SAWCUT & JOIN EXISTING PAVEMENT	340	LF	\$15.00	\$5,100.00
8	SAWCUT & REMOVE EXISTING CONCRETE CURB RAMP	1	LS	\$1,150.00	\$1,150.00
9	ROADWAY EXCAVATION – REMOVE & HAUL 10" THICK EXISTING AC PAVEMENT SECTION (AC PAVEMENT AND AB)	200	CY	\$225.00	\$45,000.00
10	CONSTRUCT PCC CURB & GUTTER, CITY STANDARD PLAN R-13 TYPE A2-8	335	LF	\$85.00	\$28,475.00
11	CONSTRUCT CURB RAMP, CALTRANS STANDARD PLAN A88A CASE B	1	EA	\$7,200.00	\$7,200.00

12	CURB RAMP DETECTABLE WARNING SURFACE (CAST IN PLACE)	1	EA	\$2,000.00	\$2,000.00
13	CONSTRUCT CONCRETE BARRIER TYPE 60M	225	LF	425.-	95625.-
14	FURNISH AND INSTALL QUADGUARD M10-24 (6 BAY) CRASH CUSHION	1	EA	61000.-	61000.-
15	SIGNING AND STRIPING	1	LS	46000.-	46000.-
16	SOLAR POWERED RADAR SPEED FEEDBACK SIGN	1	EA	<del>35700</del> 37750.-	37750.-
17	RELOCATE EXISTING PEDESTRIAN PUSH BUTTON POST ASSEMBLY	1	EA	10000.-	10000.-
18	FURNISH AND INSTALL 2" PVC CONDUIT	20	LF	75.-	1500.-
				TOTAL	410050.-

**NOTE: AWARD OF CONTRACT WILL BE BASED ON THE BASE BID AMOUNT ONLY (ITEMS 1-18)**

**ALTERNATIVE BID ITEMS**

ITEM	DESCRIPTION	QUAN-TITY	UNIT	UNIT PRICE	AMOUNT
19	FURNISH & INSTALL LANDSCAPE AND IRRIGATION	1	LS	96300.-	96300.-

**NOTE: AWARD OF CONTRACT WILL BE BASED ON THE BASE BID AMOUNT ONLY (ITEMS 1-18)**

**TOTAL BID PRICE:**

TOTAL BID PRICE FOR BASE BID SCHEDULE (ITEMS 1-18) IN FIGURES:

\$ 410 050 -

TOTAL BID PRICE FOR BASE BID SCHEDULE (ITEMS 1-18) IN WORDS:

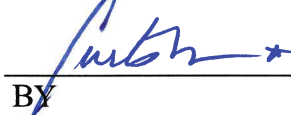
Four Hundred TEN Thousand FIFTY Dollars

DOLLARS AND \_\_\_\_\_ CENTS

*Note: Should there be a discrepancy between the total FIGURES and the amount in WORDS, the WORDS shall prevail.*

PALP, INC DBA  
EXCEL PAVING COMPANY

CONTRACTOR



BY

Curtis P. Brown III President

TITLE

MAY - 9 2024

DATE

ACKNOWLEDGEMENT OF ADDENDA RECEIVED

The Bidder shall acknowledge the receipt of addenda by placing an "X" by each addendum received.

- Addendum No. 1  *None*
- Addendum No. 2
- Addendum No. 3
- Addendum No. 4
- Addendum No. 5
- Addendum No. 6
- Addendum No. 7
- Addendum No. 8

If an addendum or addenda have been issued by the CITY and is not noted above as being received by the Bidder, the Bid Proposal may be rejected.

REFERENCES

- 1. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
- 2. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
- 3. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_
  
- 4. Name (Firm/Agency): \_\_\_\_\_  
Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Telephone No. \_\_\_\_\_  
Title of Project: \_\_\_\_\_  
Project Location: \_\_\_\_\_  
Date of Completion: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

If Contractor has not performed work for the City of La Habra within the last five (5) years, list all work done within said five (5) years (attach additional sheets if necessary). Note if work was done as subcontractor (include only subcontract amount):

Work Description & Contract Amount	Agency	Date Completed
	(NIA)	

Contractor's License No.: STATE LIC# 688659 Class: STATE LIC# 688659  
A, C12, C31 A, C12, C31

a. Date first obtained: 5/31/94 Expiration: 5/31/2026

b. Has License ever been suspended or revoked? NO

If yes, described when and why: (NIA)

c. Any current claims against License or Bond? NO

If yes, describe claims: (NIA)

Principals in Company (List all – attach additional sheets if necessary):

<u>NAME</u>	<u>TITLE</u>	<u>LICENSE NO.</u> <u>(If Applicable)</u>
<u>Curtis P. Brown III</u>	<u>President</u>	<u>STATE LIC# 688659</u>
<u>David A. Druker</u>	<u>Vice President</u>	<u>A, C12, C31</u>
<u>An T. Quach</u>	<u>Chief Financial Officer</u>	
<u>Stefani A. Moreno</u>	<u>Secretary</u>	
<u>Crissa A. Phillips</u>	<u>Assistant Secretary</u>	

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

Firm Name: <u>PALP, INC DBA EXCEL PAVING</u>	Phone: <u>562) 599-5841</u>
<u>2230 LEMON AVE</u>	
Address: <u>LONG BEACH, CA 90806</u>	Fax: <u>FAX (562) 591-7485</u>
Contact Person: <u>Louis Flores</u>	No. of years in business: <u>45+</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>General Contractor</u>	
<b>What was your firm's Gross Annual receipts for last year?</b>	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
<u>More than \$15 Million</u>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> <u>Crown Fence</u>	<b>Phone:</b> <u>800.698.7445</u>
<b>Address:</b> <u>12070 Bloomfield Ave, Sante Fe Springs</u>	<b>Fax:</b> _____
<b>Contact Person:</b> <u>Johnny McCoy Est. / PM</u>	<b>No. of years in business:</b> <u>101 yrs</u>
<b>Is the firm currently certified as a DBE under 49 CFR Part 26:</b> YES: ___ NO: <u>X</u>	
<b>Type of work/services/materials provided by firm?</b> <u>Fencing - Handrail - Guardrail</u>	
_____	
_____	
<b>What was your firm's Gross Annual receipts for last year?</b>	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
<u>X</u> More than \$15 Million	

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<b>Firm Name:</b> <u>Sterndahl Enterprises LLC</u>	<b>Phone:</b> <u>818 834-8199</u>
<b>Address:</b> <u>11861 Branford St. Sun Valley, CA</u>	<b>Fax:</b> <u>818 834-8618</u>
<b>Contact Person:</b> <u>Dennis Sterndahl</u>	<b>No. of years in business:</b> <u>42</u>
<b>Is the firm currently certified as a DBE under 49 CFR Part 26:</b> YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
<b>Type of work/services/materials provided by firm?</b> <u>Striping and Signing</u>	
<hr/>	
<hr/>	
<b>What was your firm's Gross Annual receipts for last year?</b>	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
<del>Less than \$15 Million</del>	
More than \$15 Million	

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DBE BIDDER'S LIST

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Firm Name: <u>Kato Landscape, Inc.</u>	Phone: <u>714-963-4615</u>
Address: <u>18182 Buchard St. F.V., CA</u>	Fax: <u>714-963-6424</u>
Contact Person: <u>Van Hoang</u>	No. of years in business: <u>35</u>
Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
Type of work/services/materials provided by firm? <u>Landscape / Irrigation</u>	
<hr/>	
<hr/>	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<b>Less than \$1 Million</b>	
<b>Less than \$5 Million</b>	
<b>Less than \$10 Million</b>	
<b>Less than \$15 Million</b>	
<b>More than \$15 Million</b>	

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DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> <u>ELECNOR BELCO ELECTRIC, INC.</u>	<b>Phone:</b> <u>(909) 993-5470</u>
<b>Address:</b> <u>14320 ALBERS WAY CHINO, CA 91710</u>	<b>Fax:</b> <u>(909) 993-5476</u>
<b>Contact Person:</b> <u>JOHN WONG</u>	<b>No. of years in business:</b> <u>25</u>
<b>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/></b>	
<b>Type of work/services/materials provided by firm?</b> <u>ELECTRICAL</u>	
<hr/>	
<hr/>	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<b>Less than \$1 Million</b>	
<b>Less than \$5 Million</b>	
<b>Less than \$10 Million</b>	
<b>Less than \$15 Million</b>	
<b>More than \$15 Million</b>	

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DBE BIDDER'S LIST

PALP, INC DBA  
EXCEL PAVING COMPANY

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> <u>MSL Electric Inc.</u>	<b>Phone:</b> <u>714-693-4837</u>
<b>Address:</b> <u>2918 E. La Jolla St.</u>	<b>Fax:</b> <u>714-693-4838</u>
<b>Contact Person:</b> <u>Bryan Ballachey</u>	<b>No. of years in business:</b> <u>22</u>
<b>Is the firm currently certified as a DBE under 49 CFR Part 26: YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/></b>	
<b>Type of work/services/materials provided by firm?</b> <u>F&amp;I solar speed feedback sign</u> <u>and traffic signal modification.</u>	
<hr/> <hr/>	
<b>What was your firm's Gross Annual receipts for last year?</b>	
<b>Less than \$1 Million</b>	
<b>Less than \$5 Million</b>	
<b>Less than \$10 Million</b>	
<b>Less than \$15 Million</b>	
<b><u>More than \$15 Million</u></b>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

VIOLATIONS OF FEDERAL, STATE, OR LOCAL LAWS

1. Has your firm or its officers been assessed any penalties by an agency for noncompliance or violations of Federal, State, or Local labor laws and/or business or licensing regulations within the past five (5) years relating to your construction projects?

Yes/No: NO Federal/State: \_\_\_\_\_

If "yes", identify and describe, (including agency and status):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(N/A)

Have the penalties been paid? Yes/No: \_\_\_\_\_

(N/A)

2. Does your firm or its officers have any ongoing investigations by any public agency regarding violations of the State Labor Code, California Business and Professions Code or State Licensing Laws?

Yes/No: NO Code/Laws: \_\_\_\_\_ Section/Article: \_\_\_\_\_

If "yes", identify and describe, (including agency and status):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(N/A)

DISQUALIFICATION OR DEBARMENT

Has your firm, any officer of your firm, or any employee who has a proprietary interest in your firm ever been disqualified, removed, or otherwise prevented from bidding on, performing work on, or completing a federal, state, or local project because of a violation of law or a safety regulation?

Yes/No: No

If yes, provide the following information (if more than once, use separate sheets):

Date: \_\_\_\_\_ Entity: \_\_\_\_\_

Location: \_\_\_\_\_

N/A

Reason: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Provide Status and any Supplemental Statement: \_\_\_\_\_

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Has your firm been reinstated by this entity?

Yes/No: N/A

LIST OF SUBCONTRACTORS

**HARBOR BOULEVARD AT ARBOLITA DRIVE INTERSECTION SAFETY  
IMPROVEMENTS PROJECT NO. 3-R-23**

The bidder shall list below the name and the location of the place of business of each Subcontractor who will perform work or render services to the prime contractor in or about the construction of the work or improvement in excess of one-half of one percent (1/2%) of the prime contractor's total bid or ten thousand dollars (\$10,000.00) whichever is greater in accordance with the requirements of Section 4100 to 4133 inclusive of the public contracts code.

<u>Work to be Performed</u>	<u>License Number</u>	<u>Subcontractor and Address of Office, Mill or Shops</u>	<u>Percent of Total Contract</u>
Fence	1315	Crown Fence 11922 Bloomfield Ave Santa Fe Springs CA 90670	8.5%
Rebar	379990	Rt 0 Steel 1136 S. Santa Fe Ave Compton CA	2.4%
Electrical	756309	CROGGTOWN 5454 DIAZ ST FARMINGDALE CA	2.75%
Striping	421823	Sterndahl Enterprises, Inc. 11861 Branford St Sun Valley CA 91352	11.8%
Landscape & Irrigation	806122	Kato Landscape, Inc 18182 Bushard Street Fountain Valley CA 92708	14.7%

Note: Do not list alternative subcontractors for the same work.

Contractor Excel Paving Company



BID SECURITY FORM



(Check to Accompany Bid)

Accompanying this proposal is a \*(Certified) \*(Cashiers) check payable to the order of the City of La Habra, California, hereinafter referred to as "Owner", for:

**HARBOR BOULEVARD AT ARBOLITA DRIVE INTERSECTION SAFETY  
IMPROVEMENTS PROJECT NO. 3-R-23**

In the amount of \$ \_\_\_\_\_ Dollars,  
this amount being ten percent (10%) of the total amount of the bid. The proceeds of this check shall become the property of said Owner provided this proposal shall be accepted by the said Owner through action if its legally constituted contracting authorities and the undersigned shall fail to execute a contract and furnish the required Performance and Payment Bonds and proof of insurance coverage within the stipulated time; otherwise, the check shall be returned to the undersigned. The proceeds of this check shall also become the property of the Owner if the undersigned shall withdraw his bid within the period of forty-five (45) days after the date set for the opening thereof unless otherwise required by law and notwithstanding the award of the Contract to another bidder.

\_\_\_\_\_  
\_\_\_\_\_  
Bidder

\*Delete the inapplicable word.

NOTE: If the bidder desires to use a bond instead of a check, the Bid Bond form on the following pages shall be executed. The sum of this bond shall be not less than ten percent (10%) of the total amount of the bid.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we PALP Inc, dba Excel Paving Company as principal and Federal Insurance Company as surety, are held and firmly bound unto the City of La Habra, California hereinafter referred to as "Owner", in the sum of Ten percent of the total amount of the bid Dollars (\$ 10%) to be paid to the said Owner, its successors and assigns for which payment well and truly to be made we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the certain proposal of the above bounden for the construction of Street Improvements as specifically set forth in documents entitled:

**HARBOR BOULEVARD AT ARBOLITA DRIVE INTERSECTION SAFETY IMPROVEMENTS PROJECT NO. 3-R-23**

all in accordance with the specifications and drawings on file at the offices of the City Clerk of the City of La Habra, California and is not withdrawn within the period of sixty (60) days after the date set for the opening of bids unless otherwise required by law and notwithstanding the award of the Contract to another bidder and that if said proposal is accepted by the Owner through action of its legally constituted contracting authorities and if the above bounden his heirs, executors, administrators, successors and assigns shall duly enter into and execute a contract for such construction and shall execute and deliver the required Performance and Payment Bonds and proof of insurance coverage within ten (10) days (not including Saturdays, Sundays and Holidays) after the date of notification by and from the said Owner that the said contract is ready for execution, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we hereunto set hands and seal this 22nd day of April, 2024.

Federal Insurance Company

  
Douglas A. Rapp  
Attorney in Fact

PALP Inc, dba Excel Paving Company

  
Curtis P. Brown, III  
President

BIDDER

NOTE: The standard printed bond form of any bonding company acceptable to the Owner may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the Owner are not in any way reduced by use of the Surety Company's printed standard form.

# ACKNOWLEDGMENT

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

State of California  
County of Orange

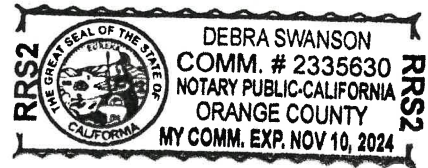
On April 22, 2024 before me, Debra Swanson, Notary Public  
(insert name and title of the officer)

personally appeared Douglas A. Rapp,  
who proved to me on the basis of satisfactory evidence to be the person(●) whose name(●) 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(●) 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 Debra Swanson (Seal)





Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Douglas A. Rapp and Timothy D. Rapp of Ladera Ranch, California

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

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 11th day of April 2024.

[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

[Signature of Warren Eichhorn]

Warren Eichhorn, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 11th day of April, 2022 before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

[Signature of Albert Contursi]
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this April 22, 2024



[Signature of Rupert HD Swindells]

Rupert HD Swindells, Assistant Secretary

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

# CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Los Angeles }

On MAY - 9 2024 before me, R. Covington, Notary Public  
(Here insert name and title of the officer)

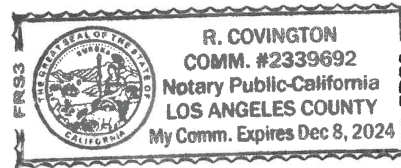
personally appeared Curtis P. Brown III,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~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

R. Covington  
Notary Public Signature

(Notary Public Seal)



## ADDITIONAL OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

### CAPACITY CLAIMED BY THE SIGNER

- Individual (s)
- Corporate Officer  
President  
(Title)
- Partner(s)
- Attorney-in-Fact
- Trustee(s)
- Other \_\_\_\_\_

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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

NON-COLLUSION AFFIDAVIT  
FOR

**HARBOR BOULEVARD AT ARBOLITA DRIVE INTERSECTION SAFETY  
IMPROVEMENTS PROJECT NO. 3-R-23**

(TO BE EXECUTED BY EACH AWARDEE OF A PRINCIPAL CONTRACT)

STATE OF CALIFORNIA )

) SS.

)

\_\_\_\_\_ Curtis P. Brown III \_\_\_\_\_, being first duly sworn,  
deposes and says that he is President  
(sole owner, partner, president, secretary, etc.)

of PALP, INC DBA  
EXCEL PAVING COMPANY

The party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham: that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, nor that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, nor to fix any overhead, profit cost element of such bid price nor of that of any other bidder nor to secure any advantage against the public body awarding the contract or anyone interested in the proposed contract; that all statements contained in such bid are true; and, further, that said bidder has not directly or indirectly, submitted his bid price or any breakdown thereof, nor the contents thereof, nor divulged information or data relative thereto, nor paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, nor to any member of agent thereof nor to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

Signed: \_\_\_\_\_  
*Curtis P. Brown III*

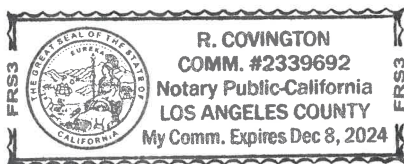
Title: Curtis P. Brown III President

Subscribed and sworn to before me

This \_\_\_\_\_ day of MAY - 9 2024, 2024

\_\_\_\_\_  
*R. Covington*

SEAL OF NOTARY PUBLIC



# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Los Angeles }

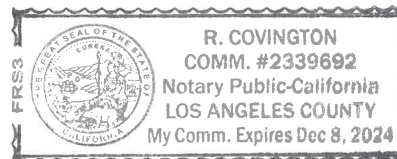
On MAY - 9 2024 before me, R. Covington, Notary Public,  
(Here insert name and title of the officer)

personally appeared Curtis P. Brown III and Crissa A. Phillips,  
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.

R. Covington  
Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

**DESCRIPTION OF THE ATTACHED DOCUMENT**

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)

Corporate Officer

\_\_\_\_\_ (Title)

Partner(s)

Attorney-in-Fact

Trustee(s)

Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

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

**Certification of Understanding and Authorization**

Harbor Blvd Intersection  
PROJECT NAME/NUMBER AWARDING AGENCY

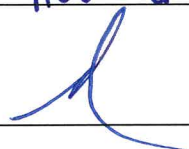
PALP, INC DBA EXCEL PAVING  
COMPANY NAME  
2230 LEMON AVE  
LONG BEACH, CA 90806  
COMPANY ADDRESS

STATE LIC# 688659      FED 95-3672914      00-291-8969  
A, C12, C31      EMPLOYER IDENTIFICATION NUMBER      DUNS NUMBER  
LICENSE NUMBER

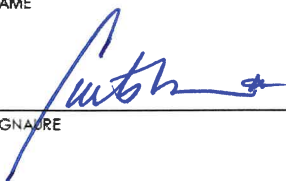
This is to certify that the principal(s), and the authorized payroll officer listed below, have read the "Contractor's Guide to Prevailing Wage Requirements for Federally Assisted Construction" and the Federal Labor Standards Provisions (HUD-4010 form) and that both parties understand these requirements.

The following person is designated as the payroll officer for the company and is authorized to sign the Statement of Compliance that will accompany each weekly Certified Payroll Report for the project:

**PAYROLL OFFICER:** (Individual Responsible for Signing Statements of Compliance)

ACE Quach      Payroll OFFICER  
NAME      TITLE  
      MAY - 9 2024  
SIGNATURE      DATE

**PRINCIPAL OWNER / GENERAL PARTNER:** (Listed on CSLB Personnel List)

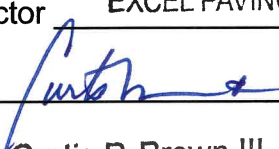
Curtis P. Brown III    President      Curtis P. Brown III    President  
NAME      TITLE  
      MAY - 9 2024  
SIGNATURE      DATE

**WORKER'S COMPENSATION CERTIFICATE**

(AS REQUIRED BY SECTION 1861  
OF THE CALIFORNIA LABOR CODE)

I am aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for worker's compensation, or to undertake self-insurance in accordance with the provisions of said Code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Contractor PALP, INC DBA  
EXCEL PAVING COMPANY

By 

Title Curtis P. Brown III    President

### **Public Contract Code Section 10285.1 Statement**

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder **has** \_\_\_\_, **has not**  been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_\_ No  \_\_\_\_\_

If the answer is yes, explain the circumstances in the following space.

N/A

### **Public Contract Code Section 10232 Statement**

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

PALP INC. DBA EXCEL PAVING COMPANY - PROJECT REFERENCES

Job #	Job Name	Agency	Address	City	Zip Code	Contact	Phone	Email	Start	Complete	Contract \$
5337	InVine	Balfour Beatty	220 Technology Dr, Suite 210	InVine	92618	Mark Appleton	(760) 941-7130	mappleton@illinc.com	06/01/18	06/01/18	\$ 419,400
5443	Long Beach Blvd, Ph. 2	Lynwood	11330 Buhrs Rd	Lynwood	90262	Antonio Pavez	(310) 603-0220	apavez@jmw.com	03/27/17	11/30/18	\$ 3,128,979
5492	N. San Fernando Rd	Burbank	150 North Third Street	Burbank	91510	Viktor Daviden	(818) 238-3666	VDaviden@burbankca.gov	09/13/17	09/20/18	\$ 1,158,769
5503	Baranca Channel, InVine	Orange County	1152 E Fruit St	Santa Ana	92701	Bruce Pove	714-655-0214	bruce.pove@ocpw.org	06/09/18	08/10/18	\$ 1,000,000
5510	Del Obispo	San Juan Capistrano	32400 Paseo Adelanto	San Juan Capistrano	92675	Paul Meshkin	(949) 483-1711	robert.valle@ocpw.org	05/15/18	10/15/18	\$ 1,692,801
5535	Silverado Canyon Bridge Maintenance	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	TBD	TBD	\$ 441,177
5548	Uptown Parking Lot	Whittier	13230 Penn Street	Whittier	90602	Alfredo Hernandez	562-597-9512	ahernandez@cityofwhittier.org	04/01/18	10/01/18	\$ 929,734
5553	Various St Pavement Rehab	Compton	205 S Willowbrook Ave	Compton	90220	Patric Salgado	949-223-0281	Patric.Salgado@cityofcompton.org	03/04/19	07/01/19	\$ 1,614,000
5584	Silverado Canyon	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	03/04/19	07/01/19	\$ 1,175,877
5570	SFTSA/Kansas Ave	Santa Monica	1437 4th, Suite 300	Santa Monica	90401	Brian Ochoa	(310) 458-8632	Brian.Ochoa@SMTGOV.NET	06/01/18	06/01/18	\$ 554,971
5572	OSMG Lot	Ontario	1425 S Bon View Ave	Ontario	91764	Steve Gravitck	(909) 395-2680	SGravitck@ontariocal.gov	09/10/18	02/27/19	\$ 2,649,321
5585	Live Oak / Trabuco	ACC/OC	2880 Bay Vista Ct.	Banica	94510	Doug Van Nobe	(707) 742-6442	dvanrobe@accobuild.com	08/15/18	TBD	\$ 379,870
5590	Century Blvd Mobilization	Inglewood	One W Manchester Blvd	Inglewood	90301	Hunter Nguyen	310-412-768	hunter@cityofingewood.org	10/30/18		\$ 18,422,376
5593	Commercial Streets Rehab	Redondo Beach	418 Diamond Street	Redondo Beach	90277	Daniel Guero	310-318-0661	Daniel.Guero@redondo.org			\$ 1,042,648
5598	Street Improvements	San Clemente	910 Calle Negocio, Suite 100	San Clemente	92673	Gary Voborsky	949-361-6132	voborsky@san-clemente.org	12/14/18	03/28/19	\$ 1,642,925
5599	El Modena - InVine Channel Rehab	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	10/01/18	TBD	\$ 2,755,306
5601	City of Torrance SSP	Torrance	20500 Madrona Ave	Torrance	90503	Brenda Moun	310-618-3049	bmoun@torranceca.gov	01/02/19	12/31/19	\$ 2,880,988
5604	Great Street Impvs	San Gabriel	917 E. Grand Ave	San Gabriel	91778	Suzie "Aussie" Cheng	626-308-2025	scheng@spchd.org	03/04/19	08/20/19	\$ 2,000,000
5607	La Palma / State College Widening	Anaheim	200 S. Anaheim Blvd	Anaheim	92805	Romana Jacobs	(714) 765-4913	romana@ci.anaheim.net	01/07/18	TBD	\$ 1,027,574
5609	Anaheim Blvd / Ball Road Intersection	Anaheim	200 S. Anaheim Blvd	Anaheim	92805	Romana Jacobs	(714) 765-4913	romana@ci.anaheim.net	01/07/18	TBD	\$ 1,070,652
5614	Frazier St Improvements	Baldwin Park	14403 E. Pacific Ave	Baldwin Park	91708	Chase Fisher	(626) 980-4011	cfisher@ci.baldwinpark.com	05/20/19	TBD	\$ 4,117,763
5618	Mainlink Parking Lot Ph. 2	Rialto	150 S. Palm Ave	Rialto	92376	Jeff Schaffer	909-820-2531	jschaffer@ci.rialtocal.gov	01/07/18	TBD	\$ 4,197,281
5620	DTLA Bus Layover Project	Footfall Transit	100 S Vincent St	West Covina	91730	Vincent Sauceda	626-831-7268	vsauceda@footfalltransit.org	09/01/19	01/22/20	\$ 1,070,652
5623	San Fernando Road Improvements	San Fernando	117 Macanal St	San Fernando	91340	Mehmet Fabian	818-868-1243	mehmet@ci.sanfernando.org	02/01/19	05/31/19	\$ 723,795
5624	Avenida Palizada Sidewalk	San Clemente	910 Calle Negocio, Suite 100	San Clemente	92673	Gary Voborsky	949-361-6132	voborsky@san-clemente.org	02/01/19	05/31/19	\$ 369,903
5627	Street and Drainage Improvement	Santa Monica	1437 4th Street, Suite 300	Santa Monica	90401	Brian Ochoa	310-458-8721	brian.ochoa@san-clemente.org	02/01/19	05/31/19	\$ 540,738
5628	Pavement Rehab	Bell	6330 Pine Avenue	Bell	90201	Gregory Lindsay	323-823-2628	glindsay@cityofbell.org	06/01/19	09/30/19	\$ 784,784
5638	Inglewood Ave Improvement Ph. 3	Lanndale	14717 Birch Ave	Lanndale	90260	Kathoro Ooi	310-973-3260	ooi@ci.lanndalecity.org	03/04/19	05/01/19	\$ 1,394,548
5646	Annual Parking, SNAP Lot	Santa Monica	1437 4th Street Suite 300	Santa Monica	90401	Jason Hoang	310-459-2201	jeason.hoang@SMTGOV.NET	05/01/19	02/28/20	\$ 1,696,315
5654	89 1/2 Street Rehab	Alhambra	111 South First Street	Alhambra	91801	Stephanie Cernantinga	626-570-9082	scernantinga@cityofalhambra.org	06/25/18	11/14/19	\$ 3,387,665
5655	Annual Pavement Preservation	Yorba Linda	4845 Casa Loma Ave	Yorba Linda	92886	Fredy Castillo	714-961-7100	fcastillo@ci.yorbalingood.org	06/03/19	07/03/19	\$ 2,257,786
5659	West Seaside Wily	Long Beach	333 W. Ocean Blvd	Long Beach	90802	George Ker	562-570-6526	george.ker@ci.longbeach.gov	07/22/18	TBD	\$ 1,189,189
5661	Inglewood Ave. and Flagler Lane	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Daniel Guero	310-318-0661	Daniel.Guero@redondo.org	09/03/19	01/17/20	\$ 1,167,801
5662	Milway City North AC Repairs	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	09/10/18	10/31/19	\$ 1,035,309
5669	Van Ness Ave	Inglewood	One W Manchester Blvd	Inglewood	90301	Hunter Nguyen	310-412-768	hunter@cityofingewood.org	07/28/19	02/28/20	\$ 839,800
5674	Edinger Avenue Improvements	Huntington Beach	2000 Main Street	Huntington Beach	92648	Joe Fuentes	714-538-9259	jfuentes@ci.huntingtonbeach.org	07/01/19	02/28/20	\$ 2,816,182
5675	Whittier Blvd / Hacienda Rd Intersection	La Habra	110 E. La Habra Blvd.	La Habra	90631	Cesar Rangel	(562) 383-4151	crangel@ci.habracal.gov	TBD	TBD	\$ 1,693,265
5676	County of Orange - Pavement Maintenance	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	TBD	TBD	\$ 2,490,000
5679	Street Rehab	Calabasas	100 Civic Center Way	Calabasas	91302	Alba Lomas	818-224-1677	alomas@cityofcalabasas.com			\$ 868,932
5680	Zone 1 Street Skim Seal and Rehab	Laguna Beach	505 Forest Ave	Laguna Beach	92651	Tom Sandoval	949-497-3311	tsandoval@ci.lagunabeach.net			\$ 1,216,729
5685	Street and Alley Improvements	Beverly Hills	345 Footfall Road	Beverly Hills	90210	Mario Paul Dhaifnal	310-285-2513	mario@ci.beverlyhills.org	09/23/19	01/31/20	\$ 7,768,986
5686	Annual Street Resurfacing	San Fernando	117 Macanal St	San Fernando	91340	Manuel Fabian	(618) 868-1243	mfabian@ci.sanfernando.org	11/25/19	07/18/20	\$ 2,094,776
5690	L-05 Hot Spot	Pico Rivera	6615 Parsons Blvd	Pico Rivera	90680	Chris Baca	(310) 502-6335	chris@ci.picorivera.com	11/25/19	07/18/20	\$ 5,257,894
5692	Residential Street Rehab	Redondo Beach	415 Diamond Street	Redondo Beach	90277	Lauren Sablan	310-318-0661	lauren.sablan@redondo.org	12/02/19	06/01/20	\$ 4,668,777
5696	Laguna Niguel Regional Park	OCPW	1152 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	11/12/19	02/10/20	\$ 1,894,609
5698	County of Orange - General Engineering	OCPW	215 E. Fruit St.	Santa Ana	92701	Robert Valle	(714) 245-4525	robert.valle@ocpw.org	11/12/19	02/10/20	\$ 2,490,000
5701	Traffic Management System - SJ8 to Fernale	Azusa	215 E. Footfall Blvd	Azusa	91702	Christina Curjel	626-812-6248	ccurjel@ci.azusacal.gov	01/21/20	06/30/20	\$ 1,978,672
5709	Cycle 1 Street Resurfacing Program	Manhattan Beach	3621 Ball Ave	Manhattan Beach	90266	Adela Miller	310-602-5353	amiller@ci.hymn.info			\$ 1,329,868
5714	Valley Blvd. Sewer & Pavement	La Puente	15000 Main St.	La Puente	91744	Adel Frijol	(562) 760-7752	afrijol@ci.mnrovia.com	01/13/19	TBD	\$ 1,043,469
5715	Northwest Infrastructure	Morravia	601 S Mountain Ave	Morravia	91016	Sean Sullivan	(626) 932-5522	ssullivan@ci.morravia.ca.us	TBD	TBD	\$ 9,679,293

Steel Paving

R + D STEEL

1136 South Santa Fe Ave  
Compton Ct 90221

Contact: Jim Dunyon      years 44 +  
Ph 310) 631 ~~6067~~<sup>CBS</sup> 6183  
Fax 310) 631 6067

TYPE OF  
work - Rebar

More than 5 Million

DBE BIDDER'S LIST

All bidders/proposers are requested to provide the following information for all DBE and non-DBE contractors or consultants who provided a proposal, bid, quote, or were contacted by the proposed prime. This information is also requested from the proposed prime contractor/consultant and should be submitted with their bid/proposal. The City of La Habra will use this information to maintain and update a "Bidders" List to assist in the overall annual DBE goal-setting process.

<b>Firm Name:</b> <u>CROSSTOWN ELECTRICAL &amp; DATA, INC.</u>	<b>Phone:</b> <u>626-813-6693</u>
<b>Address:</b> <u>5454 DIAZ ST., IRWINDALE, CA, 91706</u>	<b>Fax:</b> <u>626-869-0192</u>
<b>Contact Person:</b> <u>DAVID P. HEERMANCE</u>	<b>No. of years in business:</b> <u>25 YEARS</u>
<b>Is the firm currently certified as a DBE under 49 CFR Part 26:</b> YES: <input type="checkbox"/> NO: <input checked="" type="checkbox"/>	
<b>Type of work/services/materials provided by firm?</b> <u>CONSTRUCTION, ELECTRICAL, TRAFFIC SIGNAL MODIFICATIONS, INSTALLATION OF CABINETS, CONTROLLERS, STREET LIGHTING, BORING, CONDUIT WORK, PULL BOXES, CABLE INSTALLATION AND VIDEO DETECTION SYSTEMS.</u>	
<hr/> <hr/>	
<b>What was your firm's Gross Annual receipts for last year?</b>	
Less than \$1 Million	
Less than \$5 Million	
Less than \$10 Million	
Less than \$15 Million	
<u>More than \$15 Million</u>	

This form can be duplicated if necessary to report all bidders (DBEs and non-DBEs) information.

## EXHIBIT B

### INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

#### A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
  1. Subrogation waiver endorsement; and
  2. Properly completed Certificate of Insurance.

#### B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$2,000,000 per Occurrence; \$4,000,000 General Aggregate; \$4,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any

action involving CITY.

- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (“f” definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a “Separation of Insureds” or “severability” clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer’s right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.
- Required Evidence of Coverage:
  1. Copy of the additional insured endorsement or policy language granting additional insured status;
  2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
  3. Properly completed Certificate of Insurance; and
  4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$2,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
  1. Copy of the endorsement or policy language indicating that CITY is an insured; and
  2. Properly completed Certificate of Insurance.

D. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

E. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

F. Documentation

- The Certificate of Insurance shall include the following reference: 3-R-23
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of La Habra
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/16/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

Table with 2 main columns: PRODUCER (HUB International Insurance Services Inc.) and CONTACT NAME (BITCO General Insurance Corporation). Includes details for insured (Palp, Inc. DBA Excel Paving Company) and multiple insurers (A-F).

COVERAGES CERTIFICATE NUMBER: # REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Main table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Excel Job #5984; City of La Habra Job #3-R-23; Harbor Boulevard at Arbolita Drive. The City of La Habra, its officers, employees, representatives, attorneys, and volunteers are included as Additional Insureds as respects General Liability and Auto Liability per attached endorsements.

Table with 2 columns: CERTIFICATE HOLDER (City of La Habra) and CANCELLATION (Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Includes signature of authorized representative).

**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International Insurance Services Inc.</b>		NAMED INSURED <b>Palp, Inc. DBA Excel Paving Company; GAP Equipment, LLC</b> 2230 Lemon Avenue Long Beach, CA 90806	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Cancellation:**

\*Except 10 Days Notice of Cancellation for Non-Payment of Premium.

\*Should this policy be cancelled before the expiration date, HUB International Insurance Services, Inc. will mail 30 (thirty) days written notice to those Certificate Holders which require such action per contract or agreement.\*

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> PALP INC. DBA EXCEL PAVING COMPANY</p> <p><b>Endorsement Effective Date:</b> 06/01/2023</p>
--

### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>Any person or organization for whom the named insured has agreed by written "insured contract" to designate as an additional insured subject to all the provisions and limitations of this policy.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> PALP INC. DBA EXCEL PAVING COMPANY</p> <p><b>Endorsement Effective Date:</b> 06/01/2023</p>
--

**SCHEDULE**

<p><b>Name(s) Of Person(s) Or Organization(s):</b> WHERE REQUIRED BY AN EXECUTED WRITTEN CONTRACT.</p>
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Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy for completed operations, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the project designated in the contract, performed for that additional insured and included in the "products-completed operations hazard".

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY**

## **ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

is deleted and replaced with the following:

With respect to the conduct of any past or present joint venture or partnership not shown as a Named Insured in the Declarations and of which you are or were a partner or member, you are an insured, but only with respect to liability arising out of "your work" on behalf of any partnership or joint venture not shown as a Named Insured in the Declarations, provided no other similar liability insurance is available to you for "your work" in connection with your interest in such partnership or joint venture.

**B. CONTRACTORS AUTOMATIC ADDITIONAL INSURED COVERAGE – ONGOING OPERATIONS**

**SECTION II – WHO IS AN INSURED** is amended to include as an additional insured any person or organization who is required by written contract to be an additional insured on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the project(s) designated in the written contract.

With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

This insurance is excess of all other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, unless the written contract requires this insurance to be primary. In that event, this insurance will be primary relative to insurance policy(s) which designate the additional insured as a Named Insured in the Declarations and we will not require contribution from such insurance if the written contract also requires that this insurance be non-contributory. But with respect to all other insurance under which the additional insured qualifies as an insured or additional insured, this insurance will be excess.

**C. AUTOMATIC WAIVER OF SUBROGATION**

Item 8. of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

8. **Transfer of Rights of Recovery Against Others to Us and Automatic Waiver of Subrogation.**
  - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair those rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

- b. If required by a written contract executed prior to loss, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of "your work" for that person or organization.

**D. EXTENDED NOTICE OF CANCELLATION, NONRENEWAL**

Item **A.2.b.** of the **COMMON POLICY CONDITIONS**, is deleted and replaced with the following:

**A.2.b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Item **9.** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is deleted and replaced with the following:

**9. WHEN WE DO NOT RENEW**

- a. If we choose to nonrenew this policy, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 60 days before the expiration date.
- b. If we do not give notice of our intent to nonrenew as prescribed in **a.** above, it is agreed that you may extend the period of this policy for a maximum additional sixty (60) days from its scheduled expiration date. Where not otherwise prohibited by law, the existing terms, conditions and rates will remain in effect during that extension period. It is further agreed that so long as it is not otherwise prohibited by law, this one time sixty day extension is the sole remedy and liquidated damages available to the insured as a result of our failure to give the notice as prescribed in **9. a.** above.

**E. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Although we relied on your representations as to existing and past hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

**F. BROADENED MOBILE EQUIPMENT**

Item **12.b.** of **SECTION V - DEFINITIONS**, is deleted and replaced with the following:

**12.b.** Vehicles maintained for use solely on or next to premises, sites or locations you own, rent or occupy.

**G. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL COVERAGE**

**Exclusion 2.e.** of **SECTION I, COVERAGE B** is deleted.

**H. NONEMPLOYMENT DISCRIMINATION**

Unless "personal and advertising injury" is excluded from this policy:

Item **14.** of **SECTION V - DEFINITIONS**, is amended to include:

"Personal and advertising injury" also means embarrassment or humiliation, mental or emotional distress, physical illness, physical impairment, loss of earning capacity or monetary loss, which is caused by "discrimination."

**SECTION V - DEFINITIONS**, is amended to include:

"Discrimination" means the unlawful treatment of individuals based on race, color, ethnic origin, age, gender or religion.

## WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

### WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

WHEN REQUIRED BY EXECUTED WRITTEN CONTRACT.

The premium charge for this endorsement is \$

Named Insured	PALP INC. DBA EXCEL PAVING COMPANY		
Policy Number	WC3730384	Endorsement No.	000
Policy Period	06/01/23 to 06/01/24	Endorsement Effective Date:	06/01/23
Producer's Name:	THE WOODITCH COMPANY, INSURANCE SERVICES		
Producer Number:	0006473		

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**EXHIBIT D**  
**CLAIMS PROCEDURE**

**SUMMARY OF PUBLIC CONTRACT CODE § 9204**

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.