

BID NUMBER PA-02909

TO: CITY OF LONG BEACH
CITY MANAGER
ATTN: CITY CLERK

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802



INVITATION TO BID

LEAD-BASED PAINT AND OTHER HOME
HAZARD CONTROL SERVICES

CONTRACT NO. 31423

- COMPLETE CONTRACT:**
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- SERVICES TO BE PROVIDED BY THE CONTRACTOR:**
Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
- AMOUNT TO BE PAID:**
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**
When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
- DECLARATION OF NON-COLLUSION:**
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

BIDDER MUST COMPLETE AND SIGN BELOW:

(Signature of Corporate Officers or persons authorized to sign bids and contracts on behalf of the Contractor – refer to page 2 Instructions Concerning Signatures.)

EXECUTED AT: Fullerton CA ON THE 5th DAY OF October 20 .09
CITY STATE MONTH

COMPANY NAME: Metalclad Insulation Corp. TIN: [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1818 E. Rossllyn^{Ave} CITY: Fullerton STATE: CA ZIP: 92831

PHONE: (714) 888-2860 FAX: (714) 888-2869

S/ [Signature] President
(SIGNATURE) (TITLE)

David R. Trueblood drtblood@metalclad.com
(PRINT NAME) (EMAIL ADDRESS)

S/ _____ (TITLE)
(SIGNATURE)

(PRINT NAME) (EMAIL ADDRESS)

ALL SIGNATURES MUST BE NOTARIZED FOR ALL COMPANIES LOCATED OUTSIDE THE STATE OF CALIFORNIA.
NO OUT-OF-STATE BID WILL BE CONSIDERED UNLESS A NOTARIAL ACKNOWLEDGMENT IS ATTACHED.
NOTARIES ARE NOT REQUIRED FOR CALIFORNIA BIDDERS.

IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.

THE CITY OF LONG BEACH
BY [Signature] 12/18/09
Director of Financial Management Date
Rev 03/25/03

APPROVED AS TO FORM Dec 16 20 09
ROBERT E. SHANNON
CITY ATTORNEY
[Signature]
Deputy

METALCLAD INSULATION CORPORATION

Directors Action by Consent

February 1, 2007

The undersigned, being the sole member of the Board of Directors of Metalclad Insulation Corporation, a California corporation, as a result of the temporary incapacity of John Macias, does hereby adopt the following actions effective this date, pursuant to Section 307(b) of the California General Corporation Law.

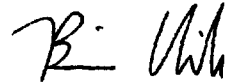
Election of President

David R. Trueblood is hereby elected as the President of Metalclad Insulation Corporation, to serve in such capacity at the discretion of the Board of Directors, with the understanding that John Macias will likely be re-elected as President of Metalclad Insulation Corporation as soon as the Board of Directors determines that John Macias is able to return to work and assume the responsibilities of President.

Authority to Execute Contracts

RESOLVED, that David R. Trueblood, the President of Metalclad Insulation Corporation, a California corporation (the "Corporation"), is hereby authorized (i) to execute and deliver such contracts and other documents on behalf of the Corporation relating to the general business operations of the Corporation, including but not limited to contracts and other documents for the delivery by or through the Corporation of goods or services, and for the financing and bonding for or relating to such delivery of goods or services, all in such form and content, and (ii)

to take all such action as may be appropriate or required by such contracts and other documents, all as the President may, in his sole discretion, deem proper and in the Corporation's best interests.

A handwritten signature in black ink, appearing to read "B. Niebur", positioned above a horizontal line.

Brian Niebur

BID NUMBER PA-02909

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of California
Partnership State of _____
 General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 50% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

Black Asian Other Non-white
 Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562/570-6200.

N/A

BID NUMBER PA-02909

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of _____

County of _____

On _____ Before me, _____
DATE NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared _____
NAME(S) OF SIGNER(S)

personally known to me - OR - 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.

WITNESS my hand and official seal.

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER

TITLE OR TYPE OF DOCUMENT

- TITLE(S)
- PARTNER(S) LIMITED GENERAL

NUMBER OF PAGES

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initialed in ink by the person signing the bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.

2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. **Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid.** Substitute items must be equal in quality, utility and performance. **The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.**

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

The Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classifications or type of workers needed to execute the Contract, and the same is on file with the City Engineer, 9th floor, City Hall, 333 W. Ocean Boulevard, Long Beach, California 90802. It shall be mandatory upon the Contractor to whom the Contract is awarded, and his Subcontractors to pay not less than the said prevailing rate of wages to all workers employed by the Contractor or said Subcontractors in the execution of the Contract.

INSTRUCTIONS TO BIDDERS

11. RIGHT TO REJECT:

City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.

SUBMIT TO:

CITY OF LONG BEACH
CITY CLERK
333 WEST OCEAN BLVD, PLAZA LEVEL
LONG BEACH, CA 90802

12. SAMPLES:

Samples of items when requested or required must be furnished to the city free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

BID DUE DATE: OCTOBER 6, 2009

TIME: 11:00 A.M.

IF BIDDER HAS ANY QUESTIONS REGARDING THIS INVITATION TO BID PLEASE CONTACT THE FOLLOWING CITY PERSONNEL.

13. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

A. COMMERCIAL (TERMS AND CONDITIONS, ETC)

YVONNE A. LUCAS, BUYER 562/570-6039

B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)

MIKE NETTER: LEAD PAINT 562/570-4484
JUDETH LUONG:HEALTHY HOME 562/570-4104

14. CITY'S POLICY FOR MINORITY AND WOMEN-OWNED BUSINESSES:

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

Fifteen Percent (15%) MBE Participation
Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

16. BID OPENING PROCEDURES:

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

CAUTION: Only the City Council has authority to make an award, and a contract is not in effect until the City Council makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the bid opening.

SUBCONTRACTORS

To assist the City in maintaining records of its Minority and Women Outreach Program, Bidder is requested to provide the following information. Answers are optional, and failure to answer will not disqualify bid. If additional space is required, bidder shall attach a separate sheet.

The following Minority- or Woman-owned subcontractors are to be utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: Unknown at this time

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)
Black () American Indian ()
Hispanic () Other Non-white ()
Asian () Caucasian ()

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

17. INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS.

YES X NO _____

(If yes, any agency electing to participate in this bid will order its own requirements without regard to the City of Long Beach. The City of Long Beach assumes no liability or payment guarantee on any units sold to participating agencies.)

15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

18. AMERICANS WITH DISABILITIES ACT:

Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this contract.

CONTRACT – GENERAL CONDITIONS

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by the Contractor for such an adjustment must be made within thirty days of such change.
6. Contractor warrants that the goods, machinery, or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies, or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective

CONTRACT – GENERAL CONDITIONS

measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.

15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of Contractor to the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
20. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action, or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery, or equipment supplied hereunder.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
23. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the contract between the City and the Contractor.
26. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
27. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
28. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies, or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach

CONTRACT – GENERAL CONDITIONS

office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

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

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualify the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:
- A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.
- B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.
- C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:
- (1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.
The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.
 - (2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - (3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

CONTRACT – GENERAL CONDITIONS

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.

BID SECTION

SPECIAL CONDITIONS

1. GENERAL

A. DESCRIPTION

The City of Long Beach Lead-Based Paint Hazard Control (LHC) and Healthy Homes Demonstration (HHD) programs are seeking the services of multiple qualified Lead Hazard Control Contractors to conduct lead hazard and healthy homes remediation in residential housing units. Bidders will be considered for qualification to become an "Approved Contractor".

The City will issue a Blanket Purchase Order to "Approved Contractors," who will subsequently be invited to competitively bid on individual lead hazard and healthy homes remediation projects. Bids on individual remediation projects will be evaluated and subsequently awarded to an Approved Contractor. Contractors who are awarded Project Contracts must provide all goods and services in accordance with the terms and conditions outlined herein, and per the specifications and terms of the individual remediation bids. Becoming an Approved Contractor does not guarantee a Project Contract award.

The City and/or the LHC or HHD program shall identify residential properties for lead hazard control and/or healthy homes remediation; test for and identify lead-based paint and other environmental hazards in the interior and exterior of the residence; establish access to the residence for the Contractor who is awarded the Project Contract; relocate residents as needed; test and clear residences/job sites; and issue payment for completed and compliant work and invoices. The Contractor is expected to perform all other required services, including but not exclusive of lead-based paint and other environmental hazard remediation; providing security for the job site until the project is cleared by the City; manage and dispose of hazardous and non-hazardous waste; comply with all applicable Federal, State and Local legal requirements; and utilize best work practices, with a concentration on worker, resident and neighborhood safety. Project Contract bids will include a detailed statement of work.

Approved Contractors must remain in good standing with all requirements herein, including but not limited to applicable licenses, permits, certifications, insurances and bonding. Approved Contractors shall notify the LHC or HHD program manager immediately of any changes.

B. ADDENDUM TO GENERAL CONDITIONS

"Bidder" may mean "Contractor" and "Contractor" may mean "Bidder" depending on the context.

If any part of this Contract is in conflict with the law or held unenforceable or invalid for any reason, that part shall be void to the extent that it is in conflict or unenforceable, but shall not invalidate this Contract nor shall it affect the validity or enforceability of any other provision of this Contract.

BID SECTION

SPECIAL CONDITIONS

Contractors shall immediately inform the City of any investigation, citation or legal action by any state or federal agency, or by any commercial or private party related to Contractor's performance for the City.

C. AMENDMENT TO GENERAL CONDITIONS

Item #30, page 8, Contract - General Conditions, is amended to include work performed on City property and on private property.

D. APPROVED CONTRACTOR SELECTION

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the award of contracts, taking into consideration the bidder's pricing, experience, references, equipment, facility, operations, quality, fitness, capacity and adaptability in respect to the requirements of the specifications for the services proposed. Any bidders deemed "non-responsible" and rejected on these bases are entitled to a public hearing in accordance with the Long Beach Municipal Code.

E. BONDS

Within ten (10) days after the notification that it is an approved Contractor, the Contractor shall submit a \$50,000 Faithful Performance Bond, and a \$50,000 Labor and Materials Bond. The Bonds shall be submitted on forms obtained at the Office of the City Purchasing Agent, and submitted to the City Purchasing Agent at Long Beach City Hall, 333 West Ocean Blvd., Long Beach, California 90802. An appropriate Notarial Acknowledgment shall accompany signature of all sureties whether the company is located inside or outside of the State of California. The City Purchasing Agent will send a Blanket Purchase Order (BPO) to the Contractor.

F. SUBCONTRACTORS

The Contractor must ensure that all subcontractors are aware of, and meet the terms of, the conditions and terms set forth in this Contract with the exception of submittal costs. Before commencing work on each individual project, Contractor shall furnish to the City a listing of all subcontractors who will perform work that constitutes more than 0.5% of the Project Contract value. Contractor must indicate what work will be subcontracted (referencing either the Project Contract line items or project statement of work provided by the LHC or HHD program manager), and the subcontracted amount. Any changes in the subcontractor listing shall be made in accordance with the Public Contract Code. The assigned Contractor is ultimately responsible for all the terms and conditions set forth in this contract.

G. CONTRACT PERIOD

Blanket Purchase Orders issued to Approved Contractors will be valid for one year. This Contract may be extended by mutual agreement for up to three additional periods of one year

BID SECTION

SPECIAL CONDITIONS

each, at the sole discretion of the City. If the City intends to exercise its option, the City shall so notify the Contractor 90 days prior to the expiration date. There shall be no price increases during any one-year extension period.

H. RETENTION OF RECORDS

Contractor must retain and provide access to the City of Long Beach and the State Department of Health Services all books, documents, papers and records related to employee medical records and lead hazardous waste testing and disposal for seven (7) years and all other documents which are directly pertinent to the Contract for a period of three (3) years after the City makes final payment and all other pending matters are closed.

I. AUDITS

Representatives of the LHC or HHD program, City Manager, or City Auditor, Cal EPA / DTSC, HUD, any HUD authorized or endorsed program evaluation entity, and the Comptroller General of the United States shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the performance and activities of the specific Project Contract for the purpose of making audit, examination, excerpts, and transcriptions.

J. NONCOMPLIANCE

Noncompliance with any part of this contract is grounds for suspension of work or contract termination.

K. SCHEDULING PROJECT CONTRACTS

Project scheduling must be completed within one week after notification of an award of a Project Contract. Contractor start dates shall:

- Allow reasonable time for tenant notification and unit preparation
- Be agreed on by the Contractor, the LHC or HHD program manager, and the property owner
- Begin no later than 4 weeks after the notice of award of contract, unless directed otherwise by the LHC or HHD program manager
- Meet any specific scheduling requirements provided in the scope of work
- Not interfere with work previously scheduled

The standard acceptable completion schedule for one property shall be no more than ten (10) working days (two weeks with no holidays) unless justified in writing and agreed to by the LHC or HHD program manager.

BID SECTION

SPECIAL CONDITIONS

2. REQUIREMENT FOR PROJECTS

A. COORDINATION WITH GOVERNMENTAL REGULATIONS

Contractor shall conduct all aspects of its operation in compliance with all federal, state and local laws, rules, and regulations including applicable regulatory lead abatement and/or lead hazard control standards and safe work practices. Such practices include, but are not limited to, the most current updates and revisions in effect at the time of work performance for:

i) **LEAD IN CONSTRUCTION**

Contractor shall conduct all work practices in accordance with Title 17 of the California Code of Regulations – Section 36100. Contractor shall comply with 24 CFR Part 35, et al, Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule.

ii) **CAL OSHA**

Contractor shall conduct all work practices in accordance with Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1. Contractor must maintain a Worker's Health and Safety Program that includes medical surveillance to assure that no employee is exposed to lead at concentrations greater than fifty micrograms per cubic meter of air ($50\text{mg}/\text{m}^3$) averaged over an 8-hour period. This program must be maintained in practice and with written documentation. Engineering and work practice controls to reduce and maintain employee exposure to lead below the permissible exposure limit must be conducted to the extent that such controls are feasible. Precautions shall include training, appropriate work practices, occupant and worker protection, and environmental protection and controls. Worker decontamination must include a wash area. All disposable coveralls are to be HEPA vacuumed prior to disposal. If the disposable coveralls are not worn by workers in contained areas then the contractor must meet all the provisions of Title 8 Section 1532.1(g) including ensuring the protective clothing be removed at the end of the work shift in a suitable changing area and placed in a properly labeled closed containers.

iii) **AIR RESOURCES**

Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977 and any subsequent amendments, and the standards and regulations issued hereunder, and certify that all items will conform to and comply with said standards and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses, including attorney's fees and court costs, arising from Contractor's failure to comply with the Ruling and the standards issued under it, and for the failure of the items furnished to comply with it.

BID SECTION

SPECIAL CONDITIONS

iv) **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with Executive Order entitled "Equal Employment Opportunity."

v) **ENVIRONMENTAL CONDITIONS**

The Contractor shall conduct all operations in accordance with Cal EPA – DTSC Standards for Waste Storage, Characterization and Disposal.

The Contractor shall conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES). No litter, paint, debris, oil grease, green waste or other materials and substances may enter gutters, storm drains or receiving waters.

Contractor shall comply with the requirements and orders issued under Section 306 of the Federal Clean Air Act, Section 508 of the Clean Water Act, Executive order 11738 and all Environmental Protection Agency regulations.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

vi) **LABOR REGULATIONS**

Contractor shall comply with Sections 103 and 107 of the Federal Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor Regulations. The Federal funding legislation (ARRA) for this program stipulates that The Davis-Bacon Act applies to this program.

vii) **HUD FUNDED PROJECTS**

The Contractor must not be included on the U.S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs". The Contractor may not be "Suspended or Debarred" on any similar or other official Federal List of excluded parties.

Contractor shall comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 and its regulations at 24 CFR Part 135.

Contractor shall comply with Title 31 U.S.C. Sec. 1352 – "Limitation On Use Of Appropriated Funds To Influence Certain Federal Contracting And Financial Transactions (Over \$100,000)". Contractor and its subcontractors must certify that they will not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action including the:

- a) Awarding of any Federal contract
- b) Making of any Federal grant
- c) Making of any Federal loan
- d) Entering any cooperative agreement
- e) Extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

BID SECTION

SPECIAL CONDITIONS

Contractor shall comply with the "Enforcement of the Drug-Free Workplace Act". Contractor and its subcontractors, must certify that they the standards of this Act including the publishing of a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition, and meet the other requirements of this Act.

Contractor shall comply with the "Enforcement Of Seat Belt Usage Per Executive Order 13043." Contractor and its subcontractors must certify that they will adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

Contractor shall comply with lobbying activities provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

B. WORKMANSHIP

- All lead hazard control measures must conform to the methods and safe work practices established by the most recent version of the "HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing", Title 17 of the California Code of Regulations, Division 1, Chapter 8, "Accreditation, Certification, and Work Practices For Lead-Based Paint and Lead Hazards," Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1, and any more stringent standards required by the LHC program. Contractors shall visually inspect units during the pre-bid walk through of an individual lead hazard remediation project and bid prices that shall include cleaning (including pre-cleaning) of units per Chapter 14 of the HUD Guidelines.
- All systems receiving interventions, treatment, and/or replacement must be reassembled to good working order and approved by a LHC or HHD program representative.
- Paint which is required to be removed to base wood from the friction / impact surfaces of components must also be removed at least ¼ inch beyond or up to the thickness of the component, whichever is less. Overlapping paint removal on adjacent surfaces must be feathered / filled in, as needed, prior to repainting.
- The preparation of painted surfaces must be completed per paint manufacturer's recommendations and the following shall also be completed: All surfaces must be dry, clean and free of oil, grease, dirt and mildew. All rust must be removed from metal surfaces. All cracking, peeling or blistering paint, which is not adhered to the substrate, must be removed in a lead-safe manner. All cracks, seams and other surface defects shall be filled with structurally sound material (plaster, stucco, wallboard, fix-all or a similar product). Spackling compound may be used only to fill small holes or cracks (such as nail holes) less than ½" in length on interior components. Exterior caulking, with a warranty of

BID SECTION

SPECIAL CONDITIONS

- 50 years or more, must be used to fill non-structural defects and seams on wood components. Uneven dry paint film, such as voids or alligating, must be reduced and feathered in order to produce a smooth, continuous appearance. This finished work must have a uniform finish, be even and free from brush marks, runs, sags or holidays. Hairline cracks (cracks too small to accept filler materials) are not required to be repaired.
- The application of all surface coatings specified must be done in accordance with the manufacturer's instructions and in a professional manner. **All painted surfaces** must be first painted with a primer coat, including windows prior to glazing/reglazing, to a full and uniform coverage and then a finish topcoat (gloss for wood trim) to a full and uniform coverage. Unless otherwise specified, topcoat paint shall be 100% acrylic-latex and the color and gloss matched to the existing paint. All primers must be in accordance with topcoat paint manufacturer's recommendations.
- All specified single and double hung windows must have: 1) heavy duty or tempered glass and glazing installed with sash replacements (per Uniform Building Code), 2) double-glazed glass installed in weatherization windows, 3) glazing repaired/maintained for all window treatment with sashes primed below newly applied glazing compounds, 4) new nylon ropes reconnected to original weights and operate smoothly when rehung, 5) replacement weights installed if missing or have sash balances installed as determined by a LHC project representative, 6) original hardware maintained, including removal of all paint, and reinstalled hardware (latches, etc.), 7) missing or defective hardware replaced with new and installed hardware, 8) all new replacement components approved by a LHC project representative, and 9) the upper sash secured only on those windows which were originally designed to be secure.
- All specified exterior window and door components (jambs, casings, stops etc.) must have the seams caulked using exterior caulking, with a warranty of 50 years or more. Where feasible, caulking shall be applied during component assembly to ensure a uniform and complete seal. All visible caulking shall have a smooth and uniform finish. All systems shall have a proper, weatherproof fit. Weather-stripping of exterior door and window systems (including threshold molding) shall be in good working order.
- All costs shall include any repair of components damaged during renovations (i.e. walls adjacent to windows, cabinets or doors that have undergone treatment or replacement.) Repairs include patching, sanding and painting components to match existing surface, or replacing and painting the component as needed.
- When applicable, the owner will select the colors and gloss, and ensure selection is consistent with any applicable Historic Preservation and/or Historic District requirements.
- All building materials must meet current construction standards. When architectural components are to be replaced, they shall be replaced with components similar in materials and construction as the original components.

BID SECTION

SPECIAL CONDITIONS

- All environmental hazard remediation to reduce allergens, moisture intrusion, and safety hazards, such as repairing holes and gaps in walls and wall areas, fabricating and installing subfloor seals under drawer dead spaces, repairing stuck windows to ensure proper ventilation, specialized cleaning of mold and mildew, and other treatments as prescribed by the statement of work and/or project bid shall be performed using best construction industry methods and practices.

C. EXERCISE OF DUE DILIGENCE

The Contractor shall provide all required safety equipment including, but not necessarily limited to, personal protective safety equipment, protection against falls, warning signs and barriers, and any other items or equipment deemed necessary to conduct the work in a safe and legal manner. The Contractor shall familiarize itself with all existing surface installations on the sites and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage caused by the Contractor shall be repaired at the Contractor's sole cost and expense. At all times the work areas shall be maintained in as orderly a manner as possible to prevent the scattering of debris in, and damage to, areas adjacent to the work sites including but not limited to automobiles, trees, shrubs, walks and driveways.

Contractor shall follow all applicable laws and regulations and shall use reasonable methods at the work sites, and in the area adjoining the work sites, which is under the Contractor's control to safeguard against injury, damage or loss to persons and to properties of third parties. All damages resulting from the negligent or improper discharge of the duties aforementioned shall be paid by the Contractor. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses (including reasonable attorney's fees, and court costs) against the City by third parties so injured or damaged. Contractor shall comply with all applicable health and safety codes in order to maintain soil dust and lead dust levels within the site boundaries, in accordance with those requirements. The Contractor shall not conduct paint removal on exterior surfaces when the wind velocity is 15 MPH or greater. Work sites must be left clean of paint drippings, splatters, over-sprays, and all debris associated with the work.

Contractor shall take every effort to minimize noise and abide by the City's Noise Ordinance per Chapter 8.80 of the City Municipal Code.

D. HAZARDOUS MATERIALS

i) GENERAL

Costs including, but not limited to, proper handling, transportation and final disposal of hazardous and non-hazardous waste, including the purchase and disposal of personal protective clothing to be worn by LHC or HHD program or City of Long Beach representatives and other project monitors, must be reflected in all bid prices. Contractor shall store, characterize (test), and properly dispose of all byproducts, remainder and waste resulting from its work. Contractor shall determine whether or not the disposal site/facility is properly

BID SECTION

SPECIAL CONDITIONS

licensed and holds the proper permits and shall only dispose of items at properly licensed facilities. Contractor shall handle and dispose of hazardous materials in accordance with the strictest standard (state and federal) of all U.S. and California hazardous waste handling and disposal laws, rules, and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes

of action, loss, liability, costs, and expenses, including attorney's fees and court costs, arising from Contractor's failure to comply with this Section.

ii) **WASTE SEGREGATION**

Potential hazardous waste must be segregated into the following four categories.

Category 1 - Low Lead Waste includes filtered personal wash water and mop water, disposable personal protective clothing (including clothing worn by City representatives) that has been HEPA vacuumed before disposal and plastic sheeting that has been misted and cleaned before disposal.

Category 2 – Architectural Components and home furnishings (i.e. carpet).

Category 3- Concentrated Lead Waste includes paint strippings, lead paint chips and dust, HEPA vacuum debris and filters and disposable cleaning supplies (rags, sponges, wet wipes, mop heads).

Category 4 – Soil

iii) **HAZARDOUS WASTE GENERATOR - EPA ID NUMBERS**

Category 1 waste will typically be classified as either hazardous or non hazardous waste based on the work practices conducted by the Contractor. Category 1 waste characterized as hazardous waste must be disposed of utilizing the Contractor's EPA ID number.

Contractor shall obtain a "Temporary EPA ID Number" from the Department of Toxic Substances Control on behalf of the property owner. This number can be utilized for Category 2, Category 3 and Category 4 waste. The property owner's temporary ID cannot be used by the Contractor for Category 1 (Low lead waste).

iv) **CHEMICALS**

Use of any chemicals or hazardous materials by Contractor shall be utilized in accordance with the manufacturer's directions and specifications, and any and all Federal, State and local regulations, laws and standards.

v) **ASBESTOS**

In the event that the Contractor encounters material on the site reasonably believed to be asbestos that has not been rendered harmless, the Contractor shall immediately stop work in

BID SECTION

SPECIAL CONDITIONS

the area affected. Contractor shall immediately report the condition to the South Coast Air Quality District (AQMD) by telephone at 800-CUT-SMOG (288-7664). Contractor shall also contact by telephone the LHC or HHD program manager, and immediately secure the area to limit access. Work in the affected area shall not be resumed except by written agreement between the LHC or HHD program manager and the Contractor.

vi) RECORDS

Contractor shall furnish to the LHC or HHD program manager a copy of all waste-related records and maintain these records for seven [7] years. Such records include copies of signed laboratory waste characterization results, chain of custody forms and hazardous waste manifests. All waste-related records must still be submitted to the LHC or HHD program manager with the Contractor's invoice.

E. CERTIFICATIONS

Unless otherwise specified, a current "Lead-In-Construction" State of California Certification, issued by the California Department of Health Services, is required of all project supervisors and workers. Copies of all project supervisor and worker certifications must be furnished to the LHC or HHD program manager for each certified lead in construction worker and supervisor allowed access to the property. Current certifications must be submitted prior to the expiration of any "Lead-In-Construction" certification as long as the Blanket Purchase Order is in effect.

Contractors shall abide by the following regulations concerning Lead Safety Certifications:

- For lead-based paint inspection, risk assessment, lead dust sampling, abatement, or interim controls: Firms and persons shall be qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices); and
- For renovation, repair, or painting, renovation firms and renovators performing work on or after April 22, 2010 (or other date specified by the U.S. Environmental Protection Agency or the State in which the activity is conducted) shall be certified for the activities according to 40 CFR Part 745 (possessing certification valid for the State in which the activity is conducted), and that uncertified workers on such activities shall be trained in a HUD-approved course in lead-safe work practices and supervised by a person who is a certified abatement contractor and a certified renovator.

When bidding on individual Projects, the LHC or HHD program manager may notify Contractors that uncertified workers who have completed a HUD approved one-day training course may be utilized in accordance with State and Federal Laws. Proof of course completion must be provided to the City for all persons that have completed the one-day training course and who have access to the property.

BID SECTION

SPECIAL CONDITIONS

The Contractor must provide to the LHC or HHD program manager proof of Medical Surveillance and Respiratory Protection of any person who may be exposed to lead in accordance with Cal OSHA Standards. Blood lead level sampling and analysis must be conducted by a laboratory approved by OSHA. Current verification must be submitted to the City prior to the expiration of the documentation as long as the Blanket Purchase Order is in effect. Documentation to be provided by the Contractor to the LHC or HHD program manager includes:

- A physician's opinion containing blood lead levels that determines if that person is medically qualified to work with lead and any restrictions that may be applicable to this requirement.
- The laboratory blood lead level results at the frequency specified by Cal OSHA.
- A current physician's opinion that determines if that person is medically qualified to wear a respirator and identifies any medical restrictions that may be applicable to this requirement.
- Annual verification of respirator fit test by the person who administered the test or the Contractor.

Contractors may submit a request for exemption from Cal OSHA medical surveillance and respiratory protection requirements for individuals that are not exposed to any level of lead. Contractors requesting these exemptions must furnish to City a letter stating the names and State Lead In Construction Certification number of workers that will not be allowed in contained areas, as well as a description of the duties these workers will be performing.

F. LICENSES AND PERMITS

The Contractor must maintain a Class B, State Contractor's License that includes asbestos certifications. The Contractor must be registered with the Department of Industrial Relations, Division of Occupational Safety and Health for asbestos abatement work.

Contractor shall provide to the LHC and HHD program manager proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits and licenses required by law and herein. Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and shall immediately notify the LHC or HHD program of any change in the status, or the terms or conditions, of any permit or license related to these Special Conditions.

G. NOTIFICATIONS

Prior to conducting abatement (including hazard control), the Contractor shall submit an Abatement of Lead Hazards Notification form DHS 8551 (12/97) to the State Department of Health Services and post copies of the completed form at all entrances to the work. The form shall not be removed until abatement has been completed.

Prior to conducting abatement (including hazard control), the Contractor must provide notification as required by law to the State of California Department of Industrial Relations, Division of Occupational Safety and Health a completed Lead Work Pre-Job Notification Form (available online at <http://www.dir.ca.gov/DOSH/Permits.html>). The Contractor must

BID SECTION

SPECIAL CONDITIONS

deliver a copy of the completed form to the State Division of Occupational Safety and Health, and mail a copy of the form to the Department of Health and Human Services Lead Program as directed by the City.

H. PROJECT MONITORING

A list of "Personnel and Subcontractors with Access Property" must be submitted to the LHC or HHD program manager identifying the name of each person or entity (including subcontractors) that will be allowed access to the property. Included on each list there must be a lead in Construction Supervisor who must be available to be at the worksite when requested or otherwise required. The Contractor shall assure that no individual other than those whose credentials have been submitted to the LHC or HHD program manager and representatives of the City are allowed entry to the worksite.

Project monitors must be given full access to the work area to monitor contractor work practices and ensure work is conducted in accordance with applicable regulations and these requirements. If requested by the project monitor, Contractor shall provide at their own cost protective equipment for the project monitor(s). In the event that the project monitor identifies unsafe work practices, the Contractor shall immediately halt work until corrective action has been completed. The Contractor's Certified Supervisor must be present at the worksite within 1 hour after notification if poor workmanship or unsafe work practices are observed.

The LHC or HHD program manager will assign Project monitors to act as observer in accordance with Cal/OSHA Construction Safety Orders, Lead Section 1532.1(o) Observation of Monitoring and shall be allowed to utilize the decontamination and wash areas, including HEPA vacuum for disposable coveralls. This does not relieve the Contractors of their obligation to conduct monitoring and furnish observers in accordance with Cal OSHA standards.

Contractor may work during weekends and holidays; however, work done on those days will be done with the understanding that City personnel may not be available during those days for monitoring and clearances.

Each Contractor must thoroughly understand the Project work requirements prior to submitting a bid. It is the Contractor's responsibility to provide clarification to workers of what work needs to be conducted and how this work should be completed. The Contractor's Certified Supervisor must be present at the worksite within 1 hour after notification if workers need clarification of work assignments.

I. SECURITY AND RESPONSIBILITY FOR PERSONAL & REAL PROPERTY

The Contractor shall be responsible for the security of residences, furnishings and property of the residents at all times (including off-work hours, holidays, and weekends) from the time the resident(s) vacate the unit until reoccupation by the resident(s). Only City representatives and personnel the Contractor has identified to the City may have access to the property. The Contractor shall secure and lock all accesses to the unit. Any unit key provided to the

BID SECTION

SPECIAL CONDITIONS

Contractor shall be returned to the resident after the unit passes final clearance and the resident has returned to the unit.

The Contractor shall pay restitution to the tenant and/or owner for any item(s) lost or damaged which occurred during the tenant vacancy. The Contractor shall video-record the condition of the property and the personal possessions left on the property and use these records to demonstrate to the City the invalidity of any disputed claims. The Contractor shall video-record the interior and exterior of each unit immediately after the tenant(s) vacate the unit and again immediately prior to re-occupancy. The video-records must be maintained for a minimum of six (6) months after the City makes final payment and all other pending matters are closed. The Contractor shall give these videotapes to the City within 24 hours after the City requests them.

J. COMMUNICATION

The Contractor must ensure that persons responsible for the worksite can be reached by phone in case of emergency whenever (including off-work hours, holidays and weekends) the resident(s) vacate the unit, until the unit is reoccupied by the resident. Contractors with active worksite projects must attend progress meetings at the City as requested by the LHC or HHD program manager in a punctual manner. The supervisor must be able to be present at the work area in less than one hour after a message is left with the Contractor.

K. CHANGE ORDERS

Change orders must be submitted in writing by the Contractor, signed by the Contractor, and their costs approved with signatures by the LHC program manager and the City staff designated for that specific Project. All items not outlined in the bid must be priced separately, and substantiated with sufficient detail to verify actual cost. Change Orders must also include the amount of additional time needed to complete the new work, as approved by the LHC or HHD program. Upon approval, they will become part of the Project Contract and subject to the same terms and conditions.

L. QUALITY ASSURANCE

For each unit or area to be cleared, all lead hazard control and rehabilitation must be completed prior to final clean and final clearance. Contractor will be provided a clearance worksheet with an itemized list of all lead hazard control and rehab items. The Contractor must verify that each line item is complete by initialing adjacent to each item prior to requesting final clearance.

M. FINAL CLEAN

Final clean shall be started no earlier than one (1) hour after completion of all lead hazard-control and other construction activities. Vacuuming should begin on the ceilings and end on the floors, sequenced to avoid passing through rooms already cleaned. All rooms and surfaces must be included in the HEPA vacuum process. HEPA vacuum, lead-specific detergent wash, and again HEPA vacuum all horizontal layers of plastic, floors, window sills, window wells (if applicable), overhead window and door moldings, and any other exposed

BID SECTION

SPECIAL CONDITIONS

surfaces of work area(s) and adjacent rooms. Vacuum porches, sidewalks, driveways, and other exterior surfaces if exterior hazard control work was conducted or if debris was stored or dropped outside. Non - HEPA vacuums are not allowed on the worksite.

N. FINAL CLEARANCES

After all of the lead-related construction and non-lead related construction (including final clean) is completed, Contractor shall request the LHC program to conduct final clearances. Final clearance inspections shall be scheduled during normal business hours, and test results may take up to 24 hours. The property must meet the dust threshold limits as follows:

Interior Surfaces:

Floors: <40 µg/ft²
Horiz. Window Surfaces (except wells): <250 µg/ft²
Window Wells: <400 µg/ft²

Exterior Surfaces:

Floors: <800 µg /ft²
Horiz. Window Surfaces: <800 µg /ft²

The levels of lead property in bare soil is not to exceed the following limits:
For children's play areas less than 400 micrograms per gram (<400 PPM)
For all other areas less than 1000 micrograms per gram (<1000 PPM)

Any clearance failure that requires re-cleaning must be conducted under the direct supervision of a lead in construction certified supervisor. Re-cleaning is the responsibility of the Contractor at the Contractor's sole expense. Notifying the City that a unit is ready for clearance prior to completion of work constitutes a clearance failure.

O. EARLY TERMINATION OF WORK

If the work is terminated pursuant to an order of any Federal or State authority, Contractor shall accept as full and complete compensation an amount of money that will reflect the percentage of work completed by the Contractor as of the date of such termination, and for which Contractor has not been paid. If the work is so terminated, the City shall determine the percentage of work completed and its determination shall be final. The City may utilize the Contractor's Faithful Performance Bond for job completion if the termination order is due to the Contractor not performing the work to the standards established by a State or Federal agency.

P. COSTS BEYOND COMPLETION SCHEDULE AND CLEARANCE FAILURES

Contractor shall pay to the City, or have withheld from monies due to Contractor, as liquidated damages and not as a penalty, the sum of \$225 per day if the Contractor fails to complete work in accordance with the time schedule for the work. Excluded from this provision are delays due to severe weather, fire, earthquakes, civil disturbances, or *force majeure*. Other exemptions to this provision may be made at the discretion of the LHC or HHD program manager.

The Contractor shall pay for re-testing associated with failed clearance tests at the discretion of the LHC or HHD program manager. The City may withhold these costs from one or more

BID SECTION

SPECIAL CONDITIONS

payments due to Contractor. The Contractor shall pay for re-testing of any two successive failed clearance tests of the same unit or area regardless of the above conditions.

Any Contractor who continually under-estimates the date of completion or fails to pass final clearance may be barred from future individual worksite bids.

Q. INVOICES

Upon completion of each job (and not before obtaining clearances from LHC or HHD program), Contractor shall submit an original numbered invoice on the Contractor's business stationery. The invoice shall include, at a minimum, the correct City-generated BPO number (which can be found on the City purchase order), the address of the property that is completed, and a short description of the work performed and materials provided. With the invoice, the Contractor must provide a copy of the signed "Notice to Proceed" and/or "Change Order" for which the Contractor is invoicing, as well as copies of the results of hazardous waste characterization laboratory analysis, copies of the completed manifest verifying final waste disposal, and associated chain of custody forms.

R. PAYMENT

LHC or HHD program may withhold payments or portions of payments in accordance with the "Costs Beyond Completion Schedule And Clearance Failures" section above. In addition, payments or portions of payments may be withheld by the LHC or HHD program due to defects in Contractor's work. Any payments or portions withheld will be retained by the LHC or HHD program with no interest accruing, until the defects are corrected.

S. WARRANTY

The Contractor shall guarantee all work against defects in materials and workmanship for twelve (12) months after the passed clearance date of the entire Project. On notice from the LHC or HHD program manager within that period, the Contractor shall promptly remedy any defects due to faulty materials or workmanship at no cost to the LHC or HHD program. If the Contractor fails to correct the defects within ten (10) business days, the LHC or HHD program may remedy the defects by whatever means necessary, including contracting with another contractor to perform the work. The original Contractor shall pay any costs and damages incurred by the City and/or program managers in this regard.

T. BIDDING PROJECT CONTRACTS

Contractors who have not complied with these Special Conditions or have not performed to the City or LHC or HHD program's satisfaction of specific Projects (including but not limited to agreed project schedules, warranty issues and clearance failures) may be temporarily excluded from bidding on Projects.

The LHC or HHD program manager will notify Approved Contractor(s) of the time and day that a walk-through of the property is scheduled. The Contractor(s) will be provided a written scope of work that identifies specific lead hazard control and rehabilitation treatments to be conducted and the dust sampling results of the original risk assessment. For some projects, the Contractor will be provided a time frame that limits when the work must be either

BID SECTION

SPECIAL CONDITIONS

conducted and/or completed by. Contractors shall inspect the property and furnish bids to the LHC or HHD program by close of business (5:00 p.m.) three (3) working days after the scheduled walk-through of the property.

Bid pricing must include all costs (including but not exclusive of labor, materials, waste disposal and equipment necessary) to implement and complete the Project in accordance with all of the specifications herein. Bids must be priced using the labor classifications and local most recent prevailing wages as published by the Department of Labor and in accordance with all applicable provisions of the Davis Bacon Act. Contractor is responsible for its compliance with the Davis Bacon Act, and shall be prepared at any time for an audit of its labor and wage practices.

Included with each bid, the Contractor shall provide to the LHC or HHD program the number of days (not including weekends and holidays) needed to complete all work within each residential unit. The standard acceptable completion schedule for an entire project shall be no more than ten (10) working days (two weeks with no holidays) unless justified in writing and agreed to by the LHC or HHD program. The actual contractor work schedule will be agreed upon by the LHC or HHD program manager, the Awarded Contractor, and the property owner. This information is used to determine the number of days the occupant requires temporary relocation. The Contractor is not responsible for costs associated with daytime or overnight relocation of the residential unit, except as described in the "Costs Beyond Completion Schedule and Clearance Failures" section of this Contract.

Included with the bid, the Contractor shall provide to the LHC or HHD program manager a list of all personnel and entities (including subcontractors) the Contractor intends to utilize to complete the Project. A "Lead in Construction Certification Type", "Lead in Construction Certification Number" and "Date Certification Expires" shall be included for each State Certified Lead in Construction person listed. At least one "Lead in Construction Supervisor" must be included on the list. Only City personnel and those persons identified by the Contractor will be allowed access to the property.

U. NOTICE TO PROCEED

The LHC or HHD program will return a signed and dated copy of the "Notice to Proceed" with the work. All lead-based paint removal / control shall be performed by the assigned Contractor as directed by authorized City representatives.

V. PUBLICATIONS AND NEWS RELEASES

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All deliverables, or any part thereof, and any independent products and special products arising from this award, when published by the grantee or other participants in the work shall contain the following acknowledgment and disclaimer: "The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and

BID SECTION

SPECIAL CONDITIONS

interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."

Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by any person or organization participating in the work of the award, shall, whenever possible, be provided to the LHC program at least three weeks before the planned release but in no event simultaneously with or after the release.

W. COPYRIGHTS

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this bid; and (b) any rights of copyright to which a Grantee or sub-grantee or a contractor purchases ownership with award funds.

X. RECOVERY ACT FUNDS

Funds for this bid are made available by The American Recovery and Reinvestment Act of 2009 (Recovery Act), which requires the following additional terms:

Inspector General Referrals

Contractor and any subcontractor shall promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

Prohibited Use of Funds

Recovery Act Section 1604 Restrictions: Recovery Act funds shall not be used to support or benefit projects or activities for casinos or other gambling establishments, aquariums, zoos, golf courses, or swimming pools.

Reporting Requirements

The Contractor shall provide to the LHC or HHD program, upon request, the number of jobs created and the number of jobs retained by the project or activity, due after completion of each individual lead hazard control project award, and using forms supplied by the LHC or HHD program.

BID SECTION

SPECIAL CONDITIONS

1. RESPONDING TO THIS INVITATION TO BID

A. MANDATORY PRE-BID CONFERENCE

A mandatory pre-bid conference will be held for the purpose of providing information and answering questions. Section 3 compliance requirements will be covered. Due to specific standards required by the City, no bid will be accepted from a bidder who fails to attend the pre-bid conference. Bidders will be required to sign in at the pre-bid conference.

The pre-bid conference will take place:

Date: September 29, 2009

Time: 9:30 – 11:30 A.M.

Location: City of Long Beach, City Hall

333 West Ocean Blvd., Council Chambers, Lobby Level
Long Beach, CA 90802

B. CONTRACTOR'S QUALIFICATION AND SUBMITTAL REQUIREMENTS

Approved Contactor must submit any additions, omissions or revisions to the below information to the City during the term of the Blanket Purchase Order and any extensions.

i) PROOF OF INSURANCE

In addition to the insurance requirements described in section 30 of the General Conditions (Comprehensive General Liability, Automobile Liability and Workers Compensation), the Contractor must maintain an occurrence-based Pollution Liability Insurance with limits not less than \$1,000,000 from a company admitted in California or a non-admitted company having a rating of A:VIII by A.M. Best Company. Either proof of insurance or a "Letter of Commitment" from an insurance company acceptable to the City must be included with your bid for each insurance specified. "Letter of Commitment" submittals must indicate that specific adequate insurance coverage shall be provided at the time of award of Contract. Proof of all insurance must be provided to the City prior to becoming approved and must be maintained for the duration of the Blanket Purchase Order. If the Contractor fails to provide proof of insurance within 30 days after notification of award of selection as an Approved Contractor, the City may elect not to give final approval to the Contractor.

These insurance requirements apply to all tiers of subcontractors. The subcontractors must all supply evidence of workers' compensation as well as their own liability insurance, or evidence the Contractor is covering all liability under its coverage by including all tiers of its subcontractors as additional insureds.

ii) CERTIFICATIONS

Furnish the name, address and copies of available current State of California Lead-in-Construction Certifications and Fit Test records for each Supervisor and Worker that is directly employed by the person or entity submitting this bid. At least one certified supervisor must be included in your submittal.

BID SECTION

SPECIAL CONDITIONS

iii) SUBCONTRACTORS

Submit a list of current subcontractors that you anticipate to use if awarded projects under this Contract. Identify any subcontractor that are State of California Lead-in-Construction certified and furnish the name, address and copies of current Certifications. Where this section is not applicable, there should be a written statement stating this is not applicable.

iv) LICENSES

The Contractor shall have and maintain a current California Class B General Building Contractor's License and an Asbestos Certification License registered with the Department of Industrial Relations, Division of Occupational Safety and Health. Information is to be provided on the below "Statement Of License And Certification".

v) REFERENCES

Furnish on a list identifying a minimum of three (3) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance and service and other information. Failure to include customer's references may void bid.

vi) LITIGATION

Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones, or other contractual failures.

vii) WAGE RATE REQUIREMENTS UNDER SECTION 1606 OF THE RECOVERY ACT

The Davis-Bacon Act requires contractors or their subcontractors of projects of \$2,000 or more to pay laborers and mechanics employed directly upon the site of the work no less than the locally prevailing wages and fringe benefits schedule set by the Department of Labor. The prevailing wage requirements at Section 1606 of the ARRA apply to construction work funded directly by or assisted in whole or in part pursuant to this program. The appropriate labor categories for the purposes of this bid are "laborer," "painter," and "carpenter," using the most recently published local wage determination for these categories as set forth by the U.S. Department of Labor, accessible at www.gpo.gov/davisbacon/.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AP
METAL-1

DATE (MM/DD/YYYY)
08/27/09

PRODUCER
BOYD & ASSOCIATES
Insurance Services
P. O. Box 485
Tustin CA 92781-0485
Phone: 714/245-1350 Fax: 714/245-1340

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

INSURED

Entrx Corporation
Metalclad Insulation Corp.
1818 East Rossllyn Avenue
Fullerton CA 92831

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Surplus Insurance Co.	10725
INSURER B:	Peerless Insurance Company	24198
INSURER C:	AXIS Surplus Insurance Co.	26620
INSURER D:	Westchester Surplus Lines	10172
INSURER E:	Golden Eagle Insurance Corp.	10836

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU COVERAGE PER PROJECT GEN AGGREGATE POLICY LIMIT: \$5,000,000. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EGL-SF-184570-055	09/01/09	09/01/10	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000. MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 2,000,000. PRODUCTS - COMP/OP AGG \$ 2,000,000.
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BA8713006	09/01/09	09/01/10	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000. BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				
C		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$nil	ELU721206/01/2009	09/01/09	09/01/10	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC STATU-TORY LIMITS \$ OTH-ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D		Contractor's Pollution Liab.	G23825752 003	09/01/09	09/01/10	Occ/Aggrg \$10,000,000 Deductble \$10,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rebecca R. McAnally

Rebecca R. McAnally



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-01-2009

GROUP: 000238
POLICY NUMBER: 0010997-2009
CERTIFICATE ID: 392
CERTIFICATE EXPIRES: 09-01-2010
09-01-2009/09-01-2010
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 187 DATED 09-01-2009

SP

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 09-01-2009 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-09-01 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: PACIFIC GAS & ELECTRIC

EMPLOYER

METALCLAD INSULATION CORPORATION
1818 E ROSSLYNN AVE
FULLERTON CA 92831

SP

[ARH,CN]



October 5, 2009

City of Long Beach City Manager
333 W. Ocean Blvd, Plaza Level
Long Beach, CA 90802

Attention: City Clerk

Subject: Lead-Based Paint & Other Hazard Control Services
Bid Number PA-02909
Bid Section v) List of References

Listed below is a list of current customers for reference:

1. County of San Bernardino
150 S. Lena Road
San Bernardino, CA 92415
Contact: Randy Frazier
Phone Number: (909)387-2462
2. CH2M Hill Constructors, Inc.
3 Hutton Centre Drive, Suite 200
Santa Ana, CA 92707
Contact: Victor Martinez
Phone Number: (714)-448-6059
3. Los Angeles World Airports
7411 World Way West
Los Angeles, CA 90045
Contact: Bruce Braman
Phone Number: (310)-877-1201

Sincerely,
METALCLAD INSULATION CORPORATION


Jeff Munson
Project Manager
jmunson@metalclad.com



October 5, 2009

City of Long Beach City Manager
333 W. Ocean Blvd, Plaza Level
Long Beach, CA 90802

Attention: City Clerk

Subject: Lead-Based Paint & Other Hazard Control Services
Bid Number PA-02909
Bid Section vi) Litigation Disclosure

City Clerk,

Metalclad has been in the industrial insulation contracting business since 1933, long before asbestos used in many of the pre-1972 insulation products was known to be hazardous. Consequently, Metalclad is a defendant in legacy asbestos litigation. Metalclad's asbestos liability is adequately covered by general and asbestos liability insurance policies provided by numerous insurance companies. Metalclad is vigorously defended by counsel in this litigation.

Sincerely,
METALCLAD INSULATION CORPORATION

A handwritten signature in black ink that reads 'Jeff Munson'. The signature is written in a cursive style with a large, stylized 'J'.

Jeff Munson
Project Manager
jmunson@metalclad.com

BID SECTION

SPECIAL CONDITIONS

viii) PROJECT CONTRACT BID PRICES

The Contractor shall submit their average price for each task listed below. The tasks below represent items typically encountered on an individual project. Typical projects are 4-10 unit, pre-1940's constructed, occupied residential housing structures. Contractor shall submit prices below accordingly. All of the prices furnished must include costs for labor, materials, and equipment necessary to implement and complete the tasks in accordance with the specifications herein. The prices furnished shall not include sales tax. As noted in section vii, Davis-Bacon wages will be required under this bid and must be included in the factoring of your prices. Pricing will be evaluated on a line-by-line item basis and total cost basis.

BID SECTION

The following prices are for one unit each (one window system, one door system, etc.), unless otherwise specified. All work shall be completed in accordance with the Special Conditions herein, including adherence to Davis Bacon Act labor rate provisions. The following items are representative of individual project items, but it is not an exclusive list. Other service and items may be required for individual projects, and will be bid on individual properties/statements of work.

1. INTERIOR (NON-FRICTION) paint stabilization

Wet scrape interior components using lead safe work practices; prep, patch and paint designated surfaces.	Price Per Square Foot
a) Accessible Surfaces (including doors, decks, floors, walls, baseboards, chair rails, mantles, stair treads).....	3.25
b) Less Accessible Surfaces (including interiors of built-ins, cabinets, crown moldings and ceilings).....	3.75
c) Detailed Components (Including banister, balusters, detailed trim etc.)	4.25

2. SINGLE SASH WINDOW TREATMENT

Remove lower sash from the window frame assembly and remove paint to base wood on all friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; remove paint from all original hardware; replace ropes, missing weights, and reconnect or install sash balances; replace parting bead; wet scrape all remaining interior and exterior non-friction window system surfaces (e.g., upper and lower sashes, casing, trim, header, apron, etc.); reassemble window; secure upper sash; reinstall original / replace missing or defective hardware (latches, pulleys, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

WINDOW SIZES	Small:	12" x 18" or smaller or 216 sq. in. or less
	Medium:	larger than 12" x 18" to 24" x 36" or >216 sq. in. to 864 sq. in.
	Large:	larger than 24" x 36" or >864 sq. in.

	Small	Medium	Large
Single Sash Window Treatment. Unit Price	375.00	550.00	750.00

BID SECTION

3. WINDOW SYSTEM TREATMENT / DUAL SASH REPLACEMENT

Remove and replace all sashes (with heavy-duty window glass) from the window frame assembly; remove paint to base wood on all remaining friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; remove paint from all original hardware; replace ropes, missing weights, and reconnect or install sash balances; replace parting bead; wet scrape all remaining interior and exterior non-friction window system surfaces (upper and lower sashes, casing, trim, header, apron, etc.); reassemble window; secure upper sash as needed; reinstall original / replace missing or defective hardware (latches, pulleys, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

	Small	Medium	Large
Window System Treatment with Replacement of Upper and Lower Sash	<u>350.00</u>	<u>625.00</u>	<u>850.00</u>

4. CASEMENT WINDOW TREATMENT

Remove casement window sash from the window frame assembly and perform paint removal to base wood on all friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; wet scrape all remaining interior and exterior non-friction window system surfaces (sash, casing, trim, header, apron, etc.); remove paint from all original hardware; reinstall / reset window in friction-free manner; reinstall original / replace missing or defective hardware (i.e. latches, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

	Small	Medium	Large
Casement Window Treatment, Unit Price	<u>375.00</u>	<u>550.00</u>	<u>750.00</u>

5. ALUMINUM WINDOW REPLACEMENT

Replace window with a new double glazed, enameled aluminum insert window into the existing frame; remove paint to base wood on all remaining interior and exterior sills and jambs; wet scrape remaining window system components (e.g., casing, trim, apron, etc.); prep and paint all window system surfaces.

	Small	Medium	Large
Aluminum Window Replacement, Unit Price	<u>475.00</u>	<u>550.00</u>	<u>650.00</u>

BID SECTION

6. DOOR SYSTEM TREATMENT

Paint removal to base wood friction/impact surfaces of the door and door frame, door jamb; remove / replace stop molding; remove loose and peeling paint from all deteriorated areas in door system; patch and prep surfaces for painting; remove all paint from original hardware; replace missing or defective hardware (i.e. hinges) with new and reinstall; reset door in friction-free manner; paint door system.

Door System Treatment, Unit Price 350.00

7. CABINET SYSTEM TREATMENT

Paint removal to base wood all impact/friction surfaces of cabinet system; remove paint from all original hardware or replace with new as directed by the City; replace any missing or defective hardware (i.e. knobs, hinges, etc.); set cabinet doors in friction-free manner and cabinet door locks (mechanical or magnetic) to keep the cabinet door shut; prep, patch, and paint all interior and exterior cabinet surfaces, including back and undersides.

Cabinet Sizes

(Entire cabinet)	Small:	≤ 24" H x 36" W x 24" D
	Medium:	> 24" H x 36" W x 24" D ≤ 28" H x 48" W x 36" D
	Large:	> 28" H x 48" W x 36" D

	Small	Medium	Large
Cabinet System Treatment, Unit Price	<u>250.00</u>	<u>500.00</u>	<u>700.00</u>

8. STAIR TREAD AND RISER ENCLOSURE / STAIR SYSTEM TREATMENT

Remove loose paint; enclose treads and risers with secured rubber or vinyl and metal nose per the HUD Guidelines; wet scrape and paint all remaining stair system surfaces (e.g., handrails, balustrades, stringers, landings, support columns, etc.), including accessible undersides of system

Stair Tread And Riser Enclosure / Stair System Treatment: Price Per 12 Steps 2500.00

BID SECTION

9. FLOOR CLEANING TO ELIMINATE IDENTIFIED LEAD HAZARDS (ASSUME FURNITURE MOVING)

a. Clean non-porous floor (vinyl, tile, sealed wood, etc.), Price Per Square Foot.....	2.00
b. Clean carpeted floor, Price Per Ten (10) Square Yards, Price Per Square Foot.....	3.25
c. Clean wood floor, seal with one (1) coat of polyurethane, Price Per Square Foot.....	4.00
d. Additional coat of polyurethane (to #c. above), Price Per Square Foot	2.00

10. EXTERIOR SURFACE (NON-FRICTION) PAINT STABILIZATION

	Price Per Square Foot
Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	
a) 1st Floor Flat Surfaces (including walls, doors, ceilings, fences, vents, porch beams, etc...)	4.00
b) 1st Floor Detailed Surfaces (including security bars, contoured gutters etc.)	4.50
c) 1st Floor Eaves, Soffits, Rafters, Fascias	4.75
d) 2nd Floor Flat Surfaces (including walls, ceilings, vents, etc...)	4.25
e) 2nd Floor Detailed Surfaces (including security bars, contoured gutters etc...)	4.75
f) 2nd Floor Eaves, Soffits, Rafters, Fascias.....	5.25
g) 3rd Floor Flat Surfaces (including walls, ceilings, vents, etc...).....	4.75
h) 3rd Floor Detailed Components Surfaces (including security bars, contoured gutters etc...).....	5.25
i) 3rd Floor Eaves, Soffits, Rafters, Fascias	5.75

11. FASCIA REPLACEMENT

Fascia Replacement Sizes:	Small:	Up to 1" x 4"
	Medium:	Up to 1 ¼" x 6"
	Large:	Up to 1 ½" x 8"

Remove the existing fascia in lead safe manner and replace with new painted fascia.

	Small	Medium		Large
Fascia Replacement, Price Per Linear Foot	425.00	525.00		625.00

BID SECTION

12. REMOVE LEAD HAZARD SOIL AND REPLACE WITH CLEAN SOIL / PLANT SOD

Remove top 2 inches of soil and replace with clean topsoil for 200 square feet area (equals about 1¼ cubic yards); prepare ground and plant sod over same area

Total Price Per 200 Square Feet Soil Removal (1¼ Cubic Yards), Replacement, and Planting 200 Square Feet of Sod..... 850.00

13. ELIMINATE SOURCES OF WATER/MOISTURE INTRUSION

Make bathtub / shower enclosures water tight to prevent water seepage into undrained/unventilated spaces, Price per standard 30" X 60" enclosure

650.00

14. GENERAL CARPENTRY / RENOVATION

Repair holes and gaps in walls / wall areas under and behind kitchen and bathroom sinks, Price per square foot..... 75.00

Fabricate and install sub-floor seals under drawer dead spaces, Price per drawer..... 150.00

Repair stuck windows to function as designed for ventilation, Price per medium sized window..... 325.00

Replace electric outlet switches as needed, Price per switch

65.00

15. SPECIALIZED CLEANING

Remove visible mold growth from substrates and clean affected areas, Price per square foot

4.00

Remove rodent droppings and clean using specialized cleaning (soak droppings with bleach solution prior to removal; disinfect cleaned area with bleach solution), Price per square foot

4.00

Remove and clean dead cockroaches and spotting; disinfect cleaned area with bleach solution, Price per square foot.....

4.00

BID SECTION

SPECIAL CONDITIONS

C. STATEMENT OF LICENSE AND CERTIFICATION

The undersigned hereby declares that he is a Contractor and has been in business for 76 years; has a valid State of California Class B General Contractor's License sufficient to qualify as a Contractor in this case, and will obtain a City of Long Beach Business License as well as all required permits upon notification of award.

California Contractor's License No.: 270742 Expires: 10/31/09
Classifications: B, C-2, ASB HAZ, C33, C15 & C21

Long Beach Business License No.: BU88071990
(Required only upon notification of award).

Asbestos Certification DOSH Registration number: 638

State of California Certification Lead-In-Construction Supervisor No.: 11036

Business Name: Metalclad Insulation Corp.

Signature:  Date: 10/5/09

Print Name: David R. Trueblood

BID SECTION

SPECIAL CONDITIONS

D. HUD SECTION 3 PROJECT INFORMATION (SEE REQUIREMENTS ON PAGE 37)

Bidders are also advised that work under the contract awarded under this bid is subject to Section 3 of the Housing and Urban Development (HUD) Act of 1968 [24 CFR Part 135]. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low-income residents in connection with projects and activities in their neighborhoods. Please note, Section 3 requirements will be covered at the Mandatory Pre-bid Conference. It is a policy of the City of Long Beach that on this project, that best efforts are utilized to meet Section 3 requirements. Contractor shall cooperate with the City and its representatives regarding compliance with Section 3 [24 CFR Part 135] and shall cause its employees and subcontractors to cooperate with the City in complying with Section 3. For more information regarding Section 3, please visit HUD's website at <http://www.hud.gov/offices/fheo/section3/section3.cfm>. The City will provide assistance to Contractor in complying with the program. If you have any questions regarding Section 3, please contact the Business Relations Bureau at 562/570-6200.



October 5, 2009

City of Long Beach City Manager
333 W. Ocean Blvd, Plaza Level
Long Beach, CA 90802

Attention: City Clerk

Subject: Lead-Based Paint & Other Hazard Control Services
Bid Number PA-02909
Bid Section iii)Subcontractor Letter

City Clerk:

Metalclad Insulation Corporation will be self-performing all work activities based upon the work items listed in the unit price list. Metalclad does not plan on using subcontractors for this project so the subcontractor list is not applicable.

Sincerely,
METALCLAD INSULATION CORPORATION

A handwritten signature in black ink that reads 'Jeff Munson'. The signature is written in a cursive, flowing style.

Jeff Munson
Project Manager
jmunson@metalclad.com



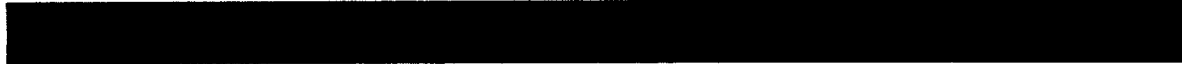
CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT
Business Relations Bureau

DEVELOPER/CONTRACTOR **HUD SECTION 3** **PROJECT COMPLIANCE REQUIREMENTS**

REVISED May 27, 2008

PROJECT: LEAD-BASED PAINT AND OTHER HOME HAZARD CONTROL SERVICES



Notwithstanding anything contained in federal law, the Contractor (throughout this checklist, reference to “Contractor” shall mean prime contractor and shall include “Developer” as applicable) and its subcontractors shall comply with Section 3 hiring requirements (24 CFR Part 135) and shall:

1. Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the subject project site.
2. Hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.

Definitions

► **Existing Core Workforce:** The core workforce is composed of those employees whose names appeared on the Contractor’s active payroll for fifty (50) of the one hundred (100) working days prior to award of the project to the Contractor; and who possess any license required by state or federal law for work; and who have the ability to safely perform the basic functions of the applicable trade.

► **Section 3 Coordinator:** Representative(s) of the City available to assist the Contractor and any subcontractor(s) meet the Section 3 goals described above.

► **Section 3 Business:** A business that is fifty-one percent (51%) or more owned by a Section 3 resident; or whose permanent, full-time employees include a minimum of thirty percent (30%) current Section 3 residents or workers who were Section 3 residents within three (3) years of the date of their first employment with the business.

► **Section 3 Resident:** A low-income individual whose household income does not exceed eighty percent (80%) of the area median income for the Los Angeles County-Long Beach area and who resides in the City of Long Beach or Signal Hill or an individual who lives in public housing. (**Attachment A, “HUD Income Limits”, provides income guidelines**).

Prior to bid opening, the Section 3 Coordinator shall do the following:

1. Advertise subcontracting opportunities in at least one (1) of the newspapers specified as General Press and at least two (2) of the Community Newspaper outlets. Documentation of these efforts could consist of a tear sheet, proof of publication, or other verification that confirms the date the advertisement was placed.

The media sources below are available for the advertisement of subcontracting and employment opportunities. Other known sources may also be used.

General Press

Long Beach Press Telegram
300 Oceangate
Long Beach, CA 90802
(562) 435-1161

Long Beach Business Journal
2599 E. 28th St., Suite 212
Signal Hill, CA 90755
(562) 988-1222

Downtown and Grunion Gazette
5225 E. 2nd St.
Long Beach, CA 90803
(562) 433-2000

Community Newspapers

Long Beach Times
121 Linden Ave.
Long Beach, CA 90802
(562) 436-8221

Khemara Times
1827 Ximeno Ave. # 4
Long Beach, CA 90815
(562) 637-2384

La Opinion
700 S. Flower St., Suite 3000
Los Angeles, CA 90017
(213) 622-8332

Signal Tribune
2669 Myrtle Ave., # 111
Signal Hill, CA 90755
(562) 427-8678

2. Provide written notice of such opportunities to all known Section 3 businesses. This notice shall be in sufficient time to allow the Section 3 businesses to respond to the bid invitation.
3. Work with outreach agencies that can assist in the recruiting of Section 3 businesses. Correspondence to outreach agencies will indicate specific contracting opportunities for Section 3 businesses. A list of outreach agencies is below. Other known agencies may be used.

Regional Hispanic Chamber of Commerce
555 E. Ocean Blvd., Suite 638
Long Beach, CA 90802
(562) 590-7302
info@regionalphispaniccc.org

Long Beach Chamber of Commerce
One World Trade Center, Suite 2006
Long Beach, CA 90831-0206
(562) 436-1251
Contact: Judy Donely
(562) 437-8828

The Regional Hispanic Chamber receives advertisements for contracting opportunities to their members. Please send a concise email detailing subcontracting opportunities that you are offering together with your applicable contact information and a due date. The chamber will insert information that you provide in their newsletter and on their website.

The Long Beach Chamber is pleased to advertise contracting opportunities to their members, but please provide Notice to the chamber as soon as possible, due to the chambers turn-around time.

4. Follow up on all non-responsive solicitations of Section 3 businesses and provide additional information about the contracting opportunity.

Prior to bid opening, the Contractor shall do the following:

1. **Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site.** If the Contractor fails to meet this contracting requirement, the Contractor shall be subject to penalties outlined in Effects of Noncompliance on page 8. To avoid imposition of such penalties, the Contractor must demonstrate that it utilized its best efforts to contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site. The Contractor may demonstrate best efforts by detailing all efforts made on a contact log similar to **Attachment I** and affixing documents to the log that support such efforts (e.g., proof of mailing, fax transmittal sheets, e-mails, etc.). The contact log must at a minimum include the following:

Company called
Contact information (telephone or fax number, e-mail address)
Contact person
Time
Date
Results of the conversation

The City is committed to working with the Contractor to successfully achieve Section 3 requirements. Accordingly, the City will assign a Section 3 Coordinator to be available to the Contractor for assistance in completing the requirements listed herein. The Section 3 Coordinator will be available to help the Contractor and any subcontractors identify Section 3 business enterprises.

2. Obtain from the Section 3 Coordinator a list of known Section 3 and local business enterprises previously contacted by the Section 3 Coordinator and then actively contact those businesses to ascertain whether they are interested in participating on the project team. Contractors are encouraged to contact other business enterprises that may qualify as Section 3 business enterprises. All contact with these businesses must be documented by providing a contact log (**Attachment I**) or a list of businesses contacted via fax, mail or e-mail. If a contact log is used it must include the information noted in **Attachment I**. If other lists are used, they should at a minimum include company name, address, contact person (if available), date contacted via fax, mail or e-mail, and result of contact.

3. Contact the outreach agencies listed on page 4. All contact with these outreach agencies must be documented by providing a contact log similar to **Attachment I** or a list of agencies contacted via fax, mail or e-mail. If other lists are provided, they should at a minimum include company name, address, contact person (if available), date contacted via fax, mail or e-mail, and result of contact.
4. Submit to the Section 3 Coordinator a Business Information Form (**Attachment J**) for each listed subcontractor. The Section 3 Coordinator will use this form to determine if the subcontractor qualifies as a Section 3 business enterprise.

During construction, the Contractor shall do the following:

1. **The Contractor shall hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.** If the Contractor fails to meet this hiring requirement, the Contractor shall be subject to penalties outlined in Effects of Noncompliance on page 8. To avoid imposition of such penalties, the Contractor must demonstrate that it utilized its best efforts to hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce. The Contractor may demonstrate best efforts by detailing all efforts made on a contact log similar to **Attachment I** and affixing documents to the log that support such efforts (e.g., proof of mailing, fax transmittal sheets, e-mails, etc.).
2. The Contractor shall submit the following documentation to the City's Section 3 Coordinator at a date and time to be specified:
 - **An executed HUD Section 3 Affidavit (Attachment B).** This document is to be submitted with the Prime Contractor's bid. Must be completed by all subcontractors prior to issuance of Notice to Proceed.
 - **An executed HUD Section 3 Compliance Certificate (Attachment C).** This document is to be submitted with the Contractor's bid and becomes a part of the Contractor's contract with the City and required for each subcontractor. Must be completed by all contractors prior to the issuance of Notice to Proceed.
 - A list of the **Existing Core Workforce** for the prime contractor and each listed subcontractor (**Attachment D**). Must be submitted prior to the issuance of Notice to Proceed.
 - A **Project Employee Survey Form (Attachment E)** for each new employee for the prime contractor and each listed subcontractor. The list shall include the employee's name, address, occupation, and date of hire. This form will be used to determine if the employee is or qualifies as a Section 3 resident, or in situations of subcontractors, whether they qualify as a Section 3 business.
 - An **Employment Forecast Form (Attachment F)** identifying the trades that will be used, numbers of workers needed, and forecasted number of hours for each

trade. This form must be submitted even if no new hires are anticipated. (This is a mandatory monthly submittal.)

In addition to submitting the documentation listed above, during construction of the project, the Contractor shall do the following:

1. If applicable, work with local unions to request hiring priority for journeymen and apprentices who are Long Beach and Signal Hill residents. The Contractor shall provide priority to Long Beach and Signal Hill residents for all apprenticeship opportunities so as to ensure that a minimum of thirty percent (30%) of all new apprentices are Long Beach or Signal Hill residents. A sample letter is provided in these Section 3 documents.
2. Use the Request for Craft Employees Form (**Attachment L**) or Worker Requisition Form (**Attachment M**), as applicable, to notify the local Workforce Development Office, non-profit entities, and community-based organizations of available employment opportunities at the project site. As new construction employees are needed by the Contractor or subcontractor, the following should be followed:
 - a. **Union Contractors:** Contractors are required to submit a letter (**Attachment K**) and the Request for Craft Employees Form (**Attachment L**) to their respective unions notifying them of the Contractor's Section 3 obligations when requesting workers.
 - b. **Non-Union Contractors:** Non-Union contractors are required to use the Worker Requisition Form (**Attachment M**) and submit same to the City's Workforce Development Bureau when requesting new workers.
3. Post public notices announcing **HUD Section 3 Job and Contracting/Business Opportunities (Attachment H)**. The Contractor shall post these notices at the jobsite.
4. With each monthly application for payment, the Contractor shall provide to the Section 3 Coordinator or designee, by the fifteenth (15th) calendar day of the following month, Contractor and subcontractor documentation to confirm compliance with Section 3 requirements. These documents shall include, but not be limited to:
 - a. Certified Payrolls.
 - b. **Monthly Section 3 Hiring Report (Attachment G)** for the Contractor and each subcontractor showing employee name, employer, date hired, occupation, family size, yearly income, section 3 status, and hours worked on the project to date.
 - c. **Construction Jobs Survey Form (Attachment E)** for all new hires.
 - d. **Monthly Forecasting Form (Attachment F)**.

5. Submit other such documentation that the City may require to demonstrate the Contractor's/subcontractor's compliance with Section 3 requirements, such as follow up contact logs for Section 3 applicant inquiries.

During construction of the project, the Contractor shall provide all required information to the Section 3 Coordinator or designee who will do the following:

1. Coordinate with the City's workforce development bureau and other community organizations that provide workforce opportunities and training.
2. Provide to the Contractor all documents and responses from Section 3 applicants for the purpose of having the Contractor follow up and respond to such inquiries. Such follow-up must be documented with a contact log similar to **Attachment I** or by providing a list of follow-ups contacted via fax, mail or e-mail. Fax, mailing lists and/or e-mail distributions should contain the applicant's name, fax number, mailing address or e-mail address, and the date faxing, mailing or e-mailing occurred.



The City is committed to working with the Contractor to meet the hiring and contracting requirements. **In this regard, the Contractor shall include the Section 3 Coordinator in all meetings related to complying with the hiring and subcontracting goals.** Failure to meet these goals or to assist in the documentation of the Contractor's best efforts to meet these goals, shall result in a penalty equal to ten percent (10%) of each subsequent progress payment application beyond any normal retention until the deficiency is corrected. Upon remediation of the deficiency, the penalty amount will be released to the Contractor. In the event that the Contractor fails to provide required documentation regarding both the thirty percent (30%) hiring and ten percent (10%) subcontracting goals, the maximum penalty that may be assessed is ten percent (10%) of each subsequent progress pay application.

Note: In the event a subcontractor fails to furnish the required documentation to the Contractor, the Contractor shall withhold a penalty equal to ten percent (10%) of each payment application from that subcontractor. Upon remediation of the deficiency, the Contractor shall release the penalty amount to the subcontractor. The maximum penalty that may be assessed against a subcontractor is ten percent (10%) of each subsequent pay application.



	CONTRACTING/ BUSINESS	EMPLOYMENT OPPORTUNITIES
CONTACT	PATRICE HENDERSON HUD SECTION 3 COORDINATOR	CYNTHIA PATRON HUD SECTION 3 WORKFORCE COORDINATOR
PHONE	(562) 570-6037	(562) 570-3757
ADDRESS	CITY HALL 333 W. OCEAN BLVD., 6 TH FL., LONG BEACH, CA 90802	WORKFORCE DEVELOPMENT 1900 ATLANTIC AVE, 2 ND FL. LONG BEACH, CA 90806
EMAIL	PATRICE_HENDERSON@LONGBEACH.GO V	CYNTHIA_PATRON@LONGBEACH.GOV
FAX	(562) 499-1014	(562) 570-8173

For additional outreach efforts, please refer to the 'HUD Appendix to Part 135' (Attachment N).

I, the undersigned

David R. Trueblood
(Officer or authorized agent of company—
Print Name)

President
Signature's Title

agree to adhere to the City of Long Beach Housing and Urban Development (HUD) Section 3 Policy and Checklist as stated herein.

Signature

10/5/09

Date

COMMONLY MADE ERRORS

It is essential that all requirements of the bid be completed as specified.

The following are commonly made errors when submitting a bid to the City of Long Beach:

- Instructions concerning signatures (page 2 on bid) are not followed.
- Bid must be signed by two corporate officers if the bidder is a corporation, unless accompanied by a corporate resolution.
- All pages of the Bid are not returned as required.
- Bid document is not fully completed as required.
- Notarial Acknowledgement is not submitted when required; i.e. companies located outside of the state of California or companies that do not have a business operation with an established address within California (must be same address as shown on Bid; P.O. boxes are not acceptable) are required to submit a Notarial Acknowledgement of Corporate Officer or of the authorized person that has signed the Bid. NOTE: Only one signature will be required of the "Principal" if the principal is a partnership, sole proprietary (individuals) or limited liability company.
- When bonds are required (Labor and Material or Performance Bonds), and Notarial Acknowledgements are not submitted. Three acknowledgements are required; two for the Principal (company submitting the Bid), and one for the Surety (bonding company). If the Principal is a corporation, the signatures of two corporate officers are required for Labor and Material and Performance Bonds. Labor and Material and Performance Bonds are only required of companies that are being considered for an award (they are not required when Bid is submitted). NOTE: Bid Bonds require only two acknowledgements; one for the Principal; and one for the Surety.
- Bonds are not submitted on City of Long Beach forms.
- The title of the individual signing the Bid does not match the title shown on the Notarial Acknowledgement (i.e. the signature on the Bid appears to be the President; the same signature appears on the Notarial Acknowledgement, but the title differs, Vide President).
- The person that signed the Bid differs from that of the Notarial Acknowledgement.
- When references are required, they are not submitted with the Bid.
- Bids are not submitted on time (11:00 a.m.) to the proper location (City Clerk's Office, Plaza Level of the City Hall).
- Contractor does not allow for firm pricing when submitting Bid as required.
- The Bid is not signed.

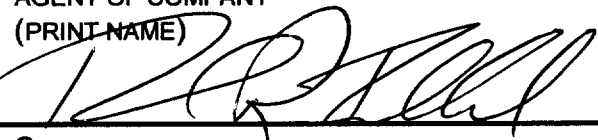


CITY OF LONG BEACH HUD SECTION 3 AFFIDAVIT

Must be completed by the prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

IMPORTANT NOTE: YOUR SIGNATURE BELOW INDICATES THAT YOU RECEIVED A COPY OF THE CITY'S SECTION 3 POLICY AND REQUIREMENTS AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION (ATTACHMENT C) AND COMPLIANCE REQUIREMENTS STATED THEREIN.

I, THE UNDERSIGNED

<u>David R. Trueblood</u>	<u>President</u>
OFFICER OR AUTHORIZED AGENT OF COMPANY (PRINT NAME)	SIGNATURE'S TITLE
	
_____ SIGNATURE	

PROJECT NAME:	<u>Lead-Based Paint & other Home Hazard Control Service</u>
COMPANY NAME:	<u>Metalclad Insulation Corp.</u>
ADDRESS:	<u>1818 E. Rosslynn Ave</u>
	<u>Fullerton</u> CITY STATE <u>CA</u> ZIP CODE <u>92831</u>
TELEPHONE NUMBER:	<u>(714) 888-2860</u>
E-MAIL ADDRESS:	<u>drtblood@metalclad.com</u>
DATE:	<u>10/5/09</u>

ATTACHMENT B

HUD SECTION 3 COMPLIANCE CERTIFICATION

Must be signed by prime contractor and all subcontractors prior to issuance of notice to proceed

The contract for this work will include the following clause (referred to as the HUD Section 3 clause):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. Consistent with 24 CFR §135.72(b), the City of Long Beach shall refrain from entering into a contract with any contractor after notification is received from HUD that the contractor has been found in violation of the Section 3 regulations. The City will also review past performance of contractors on Section 3 projects in determining contract awards. It is mandatory that all contractors seeking to be awarded a City of Long Beach Section 3 covered project attend the pre-bid conference.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. The contractor understands that non-compliance and willful violation of HUD's regulations in 24 CFR part 135 with respect to Section 3 and related regulations by itself, its sub-contractors and or lower tier contractors will result in corrective measures taken by the City of Long Beach to achieve compliance, including suspension or withholding of contractor payments.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to the comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b)

I, THE UNDERSIGNED, ON BEHALF OF THE COMPANY HEREBY CERTIFY THAT I HAVE RECEIVED, READ AND DO UNDERSTAND THE CONTENTS OF THE ABOVE STATED "SECTION 3" CLAUSE.

PROJECT: ~~Lead-Based Paint & Other~~ Home Hazard Control Services

SIGNATURE

David R. Trueblood

10/5/09

PRINT NAME

DATE

President

Metalclad Insulation Corp.

TITLE (OFFICER OR AUTHORIZED AGENT)

COMPANY NAME

1818 E. Rossllyn Ave Fullerton

CA

92831

ADDRESS

CITY

STATE

ZIP CODE

ATTACHMENT C



THE CITY OF LONG BEACH

HUD SECTION 3 BUSINESS INFORMATION FORM

Must be submitted with bid documents. To be completed by the prime contractor and all subcontractors. If not available with bid documents, this form must be received by the City by 10:00 a.m. of the next working day.

The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects. Please print or type.

COMPANY

NAME: Metalclad Insulation Corporation

ADDRESS: 1818 E. Rosslynn Ave.

CITY: Fullerton **STATE:** CA **ZIP CODE:** 92831

TELEPHONE: (714) 888-2860

FORM COMPLETED BY: David R. Trueblood

SERVICE OR PRODUCT: _____

Is 51% OR MORE OF YOUR BUSINESS OWNED BY SECTION 3 RESIDENTS? YES No

IS AT LEAST 30% OF YOUR WORKFORCE (FULL TIME, PERMANENT STAFF) MADE UP OF SECTION 3 RESIDENTS OR WERE THEY SECTION 3 RESIDENTS WITHIN 3 YEARS OF THEIR FIRST DATE OF EMPLOYMENT? Yes No

[Handwritten Signature]

10/5/09

SIGNATURE

DATE

CITY OF LONG BEACH • DEPARTMENT OF FINANCIAL MANAGEMENT
333 WEST OCEAN BOULEVARD, 6TH FL • LONG BEACH, CA 90802
(562) 570-6037 FAX: (562) 499-1014

ATTACHMENT J

BID NO: PA-02909
BOND NO: 290643
Premium: **\$1,500.00**

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, Metalclad Insulation Corporation
as PRINCIPAL, and U.S. Specialty Insurance Company, located at
601 S. Figueroa Street, Ste. 1600 Los Angeles, CA 90017, a corporation, incorporated under the laws of the
State of TX, admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation. In the sum of
Fifty Thousand and no/100 ***** DOLLARS
(**\$ 50,000.00**), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (Incorporated herein by this reference) with
said City of Long Beach for the Bid Number PA-02909 for Lead-Based Paint and Other Home Hazard Control Services, and
is required by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal shall well and truly keep and faithfully perform all of the covenants, conditions, agreements and
obligations of said contract on said Principal's part to be kept, done and performed, at the times and in the manner specified therein, then this
obligation shall be null and void, otherwise it shall be and remain in full force and effect;

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all
of the formalities required by law on this 9th day of December, 20 09.

Metalclad Insulation Corporation
CONTRACTOR OR PRINCIPAL
By: [Signature]
Name: David R. Trueblood
Title: President
By: _____
Name: _____
Title: _____

U.S. Specialty Insurance Company
SURETY
By: [Signature]
Name: Victoria Marie Campbell
Title: Attorney-in-Fact
Telephone: (949) 885-1206

Approved as to form this 16th day of December, 2009
ROBERT E. SHANNON, City Attorney
By: [Signature] Deputy

Approved as to sufficiency this 30th day of December, 2009
Assistant City Manager
By: [Signature] City Manager
**EXECUTED PURSUANT
TO SECTION 801 OF
THE CITY CHARTER.**

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

Bond #: 290643

Premium Included in Performance Bond.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, Metalclad Insulation Corporation, as PRINCIPAL, and U.S. Specialty Insurance Company, located at 601 S. Figueroa Street, Ste. 1600 Los Angeles, Ca 90017, a corporation, incorporated under the laws of the State of TX, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of Fifty Thousand and no/100***** DOLLARS (\$ 50,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Bid Number PA-02909 for Lead-Based Paint and Other Home Hazard Control Services and is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 9th day of December, 2006.

Metalclad Insulation Corporation
CONTRACTOR/PRINCIPAL
By: [Signature]
Name: David R. Taxblad
Title: President
By: _____
Name: _____
Title: _____

U.S. Specialty Insurance Company
SURETY, admitted in California
By: [Signature]
Name: Victoria Marie Campbell
Title: Attorney-in-Fact
Telephone: (949) 885-1206

Approved as to form this 10th day of December, 2006.

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

Approved as to sufficiency this 30 day of December, 2006

By: [Signature]
City Manager
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER

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

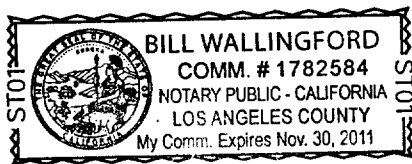
ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange } SS.

On 12-11-2009, before me, Bill Wallingford, Notary Public,
DATE
 personally appeared David Robert Trueblood, 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.

Bill Wallingford
 NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

 OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 9, 2009 before me, Kim Heredia, Notary Public,
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria Marie Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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.



[Handwritten Signature]

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DEC 09 2009
DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE.

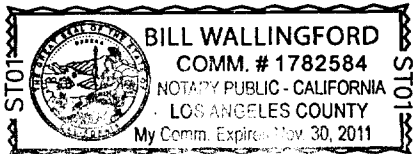
ALL-PURPOSE ACKNOWLEDGMENT

State of California }
 County of Orange } SS.

On 12-11-2009, before me, Bill Wallingford, Notary Public,
DATE
 personally appeared David Robert Trueblood, 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.

Bill Wallingford
 NOTARY SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER _____ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

 TITLE OR TYPE OF DOCUMENT

 NUMBER OF PAGES

 DATE OF DOCUMENT

 OTHER

SIGNER (PRINCIPAL) IS REPRESENTING:
 NAME OF PERSON(S) OR ENTITY(IES)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

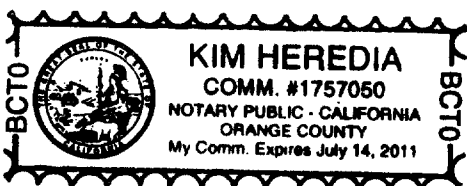
State of California

County of Orange

On December 9, 2009 before me, Kim Heredia, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Victoria Marie Campbell, who proved to me on the basis of satisfactory evidence to be the person(s) whose names (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]

SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL

ATTORNEY-IN-FACT

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DEC 09 2009

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

POWER OF ATTORNEY

(To be used with bonds issued on behalf of U.S. SPECIALTY INSURANCE COMPANY)

Know All Men by These Presents That, U.S. SPECIALTY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Erik K. Johansson, Victoria Marie Campbell, Lisa Marie Clark or Michael S. Daoussis
of Irvine, California

its true and lawful Attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$ ****3,000,000.00****) and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolutions of the Board of Directors of the U. S. Specialty Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. (Adopted by unanimous written consent in lieu of meeting on July 7, 2003.)

In Witness Whereof, U. S. SPECIALTY INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed this 2nd day of January, 2008.

Corporate Seal



U.S. SPECIALTY INSURANCE COMPANY
By

Adam S. Pessin

Adam S. Pessin, Vice President

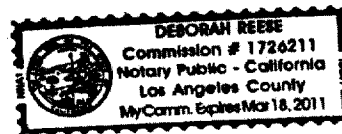
State of California

County of Los Angeles ss:

On this 2nd day of January, 2008, before me, Deborah Reese, a notary public, personally appeared Adam S. Pessin, Vice President of U.S. Specialty Insurance Company, 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 *Deborah Reese* (Seal)



I, Jeannie Kim, Assistant Secretary of U. S. SPECIALTY INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seal of said Company at Los Angeles, California this 9th day of December, 20 09

Corporate Seal



Jeannie Kim

Jeannie Kim, Assistant Secretary

Bond No. 290643

Agency No. 12016