

1 work identified in Contractor’s Proposal for Downtown Shoreline Marina Fire System
2 Rehabilitation in the City of Long Beach, California, attached hereto as Exhibit “A-
3 1”; provided, however, that the total compensation to Contractor shall not exceed
4 the maximum cumulative amount of Four Hundred Ninety-Seven Thousand Eighty-
5 One Dollars (\$497,081) for the estimated quantities established in the Proposal,
6 subject to additions or deductions as provided in the Contract Documents.

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

10 3. CONTRACT DOCUMENTS.

11 A. The Contract Documents include: The Request for Proposals
12 Number PR18-130 (which may include by reference the Standard Specifications for
13 Public Works Construction, latest edition, and any supplements thereto, collectively
14 the “Standard Specifications”); the City of Long Beach Standard Plans; the
15 California Code of Regulations; the various Uniform Codes applicable to trades; the
16 prevailing wage rates; Instructions to Bidders; the Proposal; the bid security; the City
17 of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise
18 Program; this Contract and all documents attached hereto or referenced herein
19 including but not limited to insurance; Bond for Faithful Performance; Payment
20 Bond; Notice to Proceed; Notice of Completion; any addenda or change orders
21 issued in accordance with the Standard Specifications; any permits required and
22 issued for the work; approved final design drawings and documents; and the
23 Information Sheet. These Contract Documents are incorporated herein by the
24 above reference and form a part of this Contract.

25 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
26 if any conflict or inconsistency exists or develops among or between Contract
27 Documents, the following priority shall govern: 1) Permit(s) from other public
28 agencies; 2) Change Orders; 3) this Contract (including any and all amendments

1 hereto); 4) Addenda (which shall include written clarifications, corrections and
2 changes to the bid documents and other types of written notices issued prior to bid
3 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City
4 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
5 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
6 reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

7 4. TIME FOR CONTRACT. Contractor shall commence work on a date
8 to be specified in a written Notice to Proceed from City and shall complete all work within
9 three hundred sixty-five (365) calendar days thereafter, subject to strikes, lockouts and
10 events beyond the control of Contractor. Time is of the essence hereunder. City will suffer
11 damage if the work is not completed within the time stated, but those damages would be
12 difficult or impractical to determine. So, Contractor shall pay to City, as liquidated
13 damages, the amount stated in the Contract Documents.

14 5. ACCEPTANCE OF WORK NOT TO CONSTITUTE A WAIVER. The
15 acceptance of any work or the payment of any money by City shall not operate as a waiver
16 of any provision of any Contract Document, of any power reserved to City, or of any right
17 to damages or indemnity hereunder. The waiver of any breach or any default hereunder
18 shall not be deemed a waiver of any other or subsequent breach or default.

19 6. WORKERS' COMPENSATION CERTIFICATION. Concurrently
20 herewith, Contractor shall submit certification of Workers' Compensation coverage in
21 accordance with California Labor Code Sections 1860 and 3700, a copy of which is
22 attached hereto as Exhibit "B".

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

28 8. CLAIMS. Contractor shall, upon completion of the work, deliver

1 possession thereof to City ready for use and free and discharged from all claims for labor
2 and materials in doing the work and shall assume and be responsible for, and shall protect,
3 defend, indemnify and hold harmless City from and against any and all claims, demands,
4 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
5 damages to property, including property of City, which arises from or is connected with the
6 performance of the work.

7 9. INDEMNITY.

8 A. Contractor shall indemnify, protect and hold harmless City, its
9 Boards, Commissions, and their officials, employees and agents ("Indemnified
10 Parties"), from and against any and all liability, claims, demands, damage, loss,
11 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
12 costs and expenses, including attorneys' fees, court costs, expert and witness fees,
13 and other costs and fees of litigation, arising or alleged to have arisen, in whole or
14 in part, out of or in connection with (1) Contractor's breach or failure to comply with
15 any of its obligations contained in this Contract, including any obligations arising
16 from the Project's Contractor's compliance with or failure to comply with applicable
17 laws, including all applicable federal and state labor requirements including, without
18 limitation, the requirements of California Labor Code section 1770 et seq. or (2)
19 negligent or willful acts, errors, omissions or misrepresentations committed by
20 Contractor, its officers, employees, agents, subcontractors, or anyone under
21 Contractor's control, in the performance of work or services under this Contract
22 (collectively "Claims" or individually "Claim"). Contractor shall not be required to
23 indemnify, protect and hold harmless the Indemnified Parties for any negligence, or
24 willful misconduct attributable to the Indemnified Parties.

25 B. In addition to Contractor's duty to indemnify, Contractor shall
26 have a separate and wholly independent duty to defend Indemnified Parties at
27 Contractor's expense by legal counsel approved by City, from and against all
28 Claims, and shall continue this defense until the Claims are resolved, whether by

1 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
2 breach, or the like on the part of Contractor shall be required for the duty to defend
3 to arise. City shall notify Contractor of any Claim, shall tender the defense of the
4 Claim to Contractor, and shall assist Contractor, as may be reasonably requested,
5 in the defense.

6 C. If a court of competent jurisdiction determines that a Claim was
7 caused by the sole negligence or willful misconduct of Indemnified Parties,
8 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
9 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
10 percentage of willful misconduct attributed by the court to the Indemnified Parties.

11 D. If Contractor elects to use subcontractors, Contractor agrees to
12 require its subcontractors to indemnify Indemnified Parties and to provide insurance
13 coverage to the same extent as Contractor.

14 E. The provisions of this Section shall survive the expiration or
15 termination of this Agreement.

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

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

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

28 12. PREVAILING WAGE RATES. Contractor is directed to the prevailing

1 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
2 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
3 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
4 work done by Contractor, or any subcontractor, under this Contract.

5 13. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

21 14. NOTICES.

22 A. Any notice required hereunder shall be in writing and personally
23 delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to
24 Contractor at the address first stated herein, and to the City at 333 West Ocean
25 Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of
26 address shall be given in the same manner as stated herein for other notices. Notice
27 shall be deemed given on the date deposited in the mail or on the date personal
28 delivery is made, whichever first occurs.

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

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

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

16 17. CERTIFIED PAYROLL RECORDS.

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

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Contractor.

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

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

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

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

20. TAXES AND TAX REPORTING.

A. As required by federal and state law, City is obligated to and will report the payment of compensation to Contractor on Form 1099-Misc. Contractor shall be solely responsible for payment of all federal and state taxes resulting from payments under this Contract. Contractor shall submit Contractor's Employer Identification Number (EIN), or Contractor's Social Security Number if Contractor does not have an EIN, in writing to City's Accounts Payable, Department

1 of Financial Management. Contractor acknowledges and agrees that City has no
2 obligation to pay Contractor until Contractor provides one of these numbers.

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

14 C. Contractor shall create and operate a buying company, as
15 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over
16 \$5,000,000 in tangible personal property subject to California sales and use tax.

17 D. In completing the form and obtaining the permit(s), Contractor
18 shall use the address of the Work site as its business address and may use any
19 address for its mailing address. Copies of the form and permit(s) shall also be
20 delivered to the City Engineer. The form must be submitted and the permit(s)
21 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
22 order any materials or equipment over \$100,000 from vendors outside California
23 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
24 shall be a material breach of this Contract. In addition, Contractor shall make all
25 purchases from the Long Beach sales office of its vendors if those vendors have a
26 Long Beach office and all purchases made by Contractor under this Contract which
27 are subject to use tax of \$500,000 or more shall be allocated to the City of Long
28 Beach. Contractor shall require the same cooperation with City, with regards to

1 subsections B, C and D under this section (including forms and permits), from its
2 subcontractors and any other subcontractors who work directly or indirectly under
3 the overall authority of this Contract.

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

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

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

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

22 24. THIRD PARTY BENEFICIARY. This Contract is intended by the
23 parties to benefit themselves only and is not in any way intended or designed to or entered
24 for the purpose of creating any benefit or right of any kind for any person or entity that is
25 not a party to this Contract.

26 25. SUBCONTRACTORS. Contractor agrees to and shall bind every
27 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
28 create any obligation on the part of City to pay any subcontractor except in accordance

1 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
2 with this Section shall be deemed a material breach of this Contract. A list of
3 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
4 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
5 reference.

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

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

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

18 29. NONDISCRIMINATION. In connection with performance of this
19 Contract and subject to federal laws, rules and regulations, Contractor shall not
20 discriminate in employment or in the performance of this Contract on the basis of race,
21 religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV
22 status, handicap or disability. It is the policy of the City to encourage the participation of
23 Disadvantaged, Minority and Women-Owned Business Enterprises, and the City
24 encourages Contractor to use its best efforts to carry out this policy in the award of all
25 subcontracts.

26 30. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
27 accordance with the provisions of the Ordinance, this Contract is subject to the applicable
28 provisions of the Equal Benefits Ordinance ("EBO"), section 2.73 et seq. of the Long Beach

1 Municipal Code, as amended from time to time.

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

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

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

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

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

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

25 31. DEFAULT. Default shall include but not be limited to Contractor's
26 failure to perform in accordance with the Plans and Specifications, failure to comply with
27 any Contract Document, failure to pay any penalties, fines or charges assessed against
28 Contractor by any public agency, failure to pay any charges or fees for services performed

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

1 by the City, and if Contractor has substituted any security in lieu of retention, then default
2 shall also include City's receipt of a stop notice. If default occurs and Contractor has
3 substituted any security in lieu of retention, then in addition to City's other legal remedies,
4 City shall have the right to draw on the security in accordance with Public Contract Code
5 Section 22300 and without further notice to Contractor. If default occurs and Contractor
6 has not substituted any security in lieu of retention, then City shall have all legal remedies
7 available to it.

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

10 BELLINGHAM MARINE INDUSTRIES,
11 INC., a Washington corporation

12 _____, 2019

By 

Name JAMES R. PUDLER


Title GM

14 _____, 2019

By 

Name Mark Secret

Title Assistant Secretary

16 *See Attachment A re Revised Acknowledgment*
17 *4/26/19* 

"Contractor"

18 CITY OF LONG BEACH, a municipal
19 corporation

20 July 25, 2019

By 

City Manager

"City"

22 This Contract is approved as to form on July 11, 2019.

23 CHARLES PARKIN, City Attorney

24 By 

Deputy

27 **Tom Modica**
28 **Assistant City Manager**

**EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER**

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SOLANO)
On 6/26/19 before me, A. Angelman Notary Public
Date Here Insert Name and Title of the Officer
personally appeared JAMES ROLAND PUOGE, MARK EDWARD SORRESI
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature A. Angelman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Contract Document Date: 4/18/19
Number of Pages: 13 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

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

EXHIBIT “A”

Request for Proposals PR18-130

ADDITIONAL CONDITIONS

- The City must approve the project manager assigned to this project by BMI.
- Mobilization – the Marine Bureau should designate a location (or locations) for the Contractor to maintain a service yard for staging materials and equipment. The Contractor shall not stockpile materials or equipment at each fire pump location beyond what is needed for each day's activities. Further, all trash, demolished equipment, left over materials, etc., shall be removed to the staging area at the end of each day. Trash and accumulated demo materials shall be disposed of each week.
- General Conditions – The Contractor shall provide temporary fencing around each fire pump location that shall remain in place while any construction activities are in progress. This task shall be incorporated into the Contractor's safety protocol. Contractor to coordinate with City of Long Beach Fire Department and Marine Bureau advising in advance when each pump system water service will be turned off and unavailable for tenants and potential fire protection.
- Waterside – The Contractor to provide safe access to each dock during construction. Dock gate shall remain accessible to tenants at all times.
- Landside – The Contractor to provide safe passage along walkway adjacent to each fire pump system while construction is underway. Backfill of excavations at fire pump location shall yield a suitable grade to allow for either seeding or sod placement by others.
- Perform Flow Test – Contractor shall conduct a pressure test of each fire pump system prior to proceeding with flow test. Flow test and pressure test shall be coordinated and conducted in the presence of the representative of the City of Long Beach Fire Department.
- Time and Materials Rate Sheet – All craft hourly rates shall be in accordance with prevailing wage rates applicable to each craft with overtime rates as allowed. Equipment rates shall be per Caltrans. Applicable markup on change orders shall be per the Green Book.

WARRANTY/MAINTENANCE AND SERVICE

Should be as worded as it was in our RFP: Warranty for the suppression systems to be free from defects in materials and workmanship for sixty (60) months from the date of installation. The contractor is limited to repairing or replacing, at its option, free of charge for parts or labor, any part which, in its opinion shall be proved defective in materials or workmanship under normal use and service.



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

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ATTACHMENTS

- A CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B PRO-FORMA AGREEMENT
- C STATEMENT OF NON-COLLUSION
- D DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION AND VENDOR APPLICATION FORM
- F SECRETARY OF STATE REGISTRATION PRINTOUT
- G EQUAL BENEFITS ORDINANCE
- H INSURANCE REQUIREMENT
- I REFERENCE LIST

APPENDIX 1 MAP OF THE FIRE PUMP SYSTEMS AT SHORELINE



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PR18-130
For
Downtown Shoreline Marina
Fire System Rehabilitation

Release Date:	08/24/2018
Mandatory Pre-Proposal Meeting:	09/11/2018
Questions Due to the City:	09/18/2018
Posting of the Q & A:	09/27/2018
Due Date:	10/11/2018

City Contact: Tommy Ryan Buyer 562-570-5664

See Section 4 for instructions on submitting proposals.

Company Name _____ Contact Person _____

Address _____ City _____ State _____ Zip _____

Telephone (____) _____ Fax (____) _____ Federal Tax ID No. _____

E-mail: _____

Prices contained in this proposal are subject to acceptance within _____ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date _____

Signed _____

Print Name & Title _____

Rev 2016 0919



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

1. OVERVIEW OF PROJECT

The Long Beach Marinas is the largest municipally operated marina system in the country, which is comprised of three marinas: Alamitos Bay Marina, Shoreline Marina (Downtown), and Rainbow Marina/Harbor with a total of 3,333 boat slips. Shoreline Marina was opened in 1982 and is located between the Queen Mary and the Long Beach Convention Center, in the heart of downtown Long Beach (City). Shoreline Marine features a total of 1,591 slips for recreational boaters

The facilities at Shoreline Marina include: boat slips ranging from 25' to 90'; side tie dock spaces to accommodate vessels up to 160'; on-site restricted boater parking; mailboxes for live aboard boaters; showers and restrooms; pump out stations; lockable dock boxes; security access to gangways; courtesy dock phones; on-site washers and dryers; fuel dock services; fee-based Wi-Fi services; on-site oil recycling; and 24-hour security patrols.

The Shoreline Marina Fire System Rehabilitation project is designed to replace the fire pump system installed at the marina during the last marina dock system upgrade in 2007. Testing of the on-dock fire system (fire hose energized on-demand using existing fire line pressure) confirmed that the fire protection system needed updates to meet City of Long Beach Fire Code requirements.

An auxiliary fire pump system that would augment the existing fire line pressure in the system and provide the necessary pressure to achieve the required pressure and flow rates mandated by the Fire Department was installed. The auxiliary system was designed to accommodate up to four docks with one pump along with pressure reducers to prevent damage to the domestic water supply that was fed from the same line as the fire protection system. These pumps were installed throughout the marina in locations that facilitated an easy connection with a pumper truck in the event there was an interruption in electrical service during a fire service call.

The Fire Pump systems were enclosed with a fence and gate to allow access for maintenance while remaining somewhat inconspicuous along the walkways and adjacent to the roadway throughout the marina.

* A map of the Fire Pump systems at Shoreline can be seen in the **Appendix 1**.



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Purchasing Division
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2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

Awarded Contractor	The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
City	The City of Long Beach and any department or agency identified herein.
Contractor	Organization/individual submitting a proposal in response to this RFP.
Department / Division	City of Long Beach, Department of Parks, Recreation, and Marine Bureau / Marine Bureau
Evaluation Committee	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
May	Indicates something that is not mandatory but permissible.
RFP	Request for Proposals.
Shall / Must	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
Should	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
Subcontractor	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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3. SCOPE OF PROJECT

The Downtown Shoreline Marina (DTSM) Fire Protection System Rehabilitation project includes underground piping at each fire pump location (12ea), from the existing water line to the new Fire Department Connection (FDC). The City is seeking a Contractor to perform the following: removal of all existing fire hose and fire extinguisher cabinets along with related piping from the fire line main to the fire hose; installation of a new fire hose standpipe and transition piping from the 3" SS fire line main at all locations that previously contained fire hose apparatus; installation of a new fire extinguisher cabinet and 10lb. fire extinguisher at all locations that previously included a cabinet and; pressure testing of all fire protection systems. The Contractor shall provide their own fire pump truck for final pressure testing.

The planned work will commence at each fire pump location with the City of Long Beach Marine Maintenance Division (MMD) disconnecting the electrical service currently supplying the fire pump panel and shutting off the fire water supply line to the pump. The fire pump fence enclosure, fire pump assembly and pump pad will be removed by MMD. While the fire pump facility is being dismantled and removed, the Contractor shall undertake the removal of fiberglass fire hose/fire extinguisher cabinets along the series of docks being fed the associated fire pump system. As noted on the approved plans, some locations will be capped while others will be piped to a new fire hose standpipe. After the fire pump facility (including concrete pad) has been removed, the Contractor shall excavate to remove existing underground piping that originally fed the fire pump and install a new section of underground pipe to connect from the fire water main to the new FDC (to be placed in the same location as the existing FDC originally connected to the fire pump assembly). Required thrust blocks shall be installed prior to backfill. Restoration of the area (plantings) shall be by City of Long Beach Staff.

Work shall proceed throughout the marina (12 fire pump locations supplying associated docks as identified on the plans) with no more than one fire pump assembly/system shut down at any given time. As each system is re-constructed and tested, it shall be energized prior to commencing work at the next location.



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4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by **11:00 am on 09/18/18**. Responses to the questions will be posted on the City's website longbeach.gov/purchasing under the "Bids/RFPs" tab no later than the date and time shown below. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.1.1 The City will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the City Contact.

4.2 RFP Timeline (times indicated are Pacific Time)

<u>TASK</u>	<u>DATE/TIME</u>
Mandatory pre-proposal meeting/site walk	09/11/2018 at 10:00 am
Deadline for submitting questions	09/18/2018 by 11:00 am
Answers to all questions submitted available	09/27/2018 by 11:00 am
Deadline for submission of proposals	10/11/2018 by 11:00 am

NOTE: These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.

4.2.1 Mandatory Pre-Proposal Meeting

A mandatory pre-proposal meeting is scheduled for 09/11/2018 at 10:00am at the Shoreline Marina Office at 450 E Shoreline Drive, Long Beach, CA 90802. **Attendance is mandatory in order to submit a proposal to this RFP; failure to attend will result in any submitted proposal to be deemed non-responsive.** The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available.

Public Parking is available at Shoreline Marina Office Parking Lot. Parking will not be validated.



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RSVPs are not required, but helpful in determining the required City staff needed to assist at the conference. Please use the "RSVP" button on the PlanetBids site to RSVP prior to the pre-proposal conference.

4.3 Method of Submission

Electronic proposals shall be submitted via the City's secure online bidding system. All required sections of the proposal must be submitted via the website. Proposer is solely responsible for "on time" submission of their electronic narrative proposal and cost proposal. The Bid Management System will not accept late proposals and no exceptions shall be made. Proposers will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their proposal was submitted successfully. The City will only receive those proposals that were transmitted successfully.

RFP cover page shall be signed in ink, scanned and included with narrative proposal in the electronic proposal submission.

Submit proposal online at:

<http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

- 4.4 **Proposals must be received by 11:00 am (PT) on 10/11/18.** Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposals mishandled as a result of technical error. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.



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- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION. The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **uploaded separately, but submitted together**.
- 4.11 **A responsive proposal will include the following completed documents:**
- Narrative/Technical Proposal
 - Cost Proposal
 - Attachment A – Compliance with the Terms and Conditions of the RFP; signed with any exceptions noted
 - Attachment C – Statement of Non-Collusion; signed and dated
 - Attachment D – Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certificate; signed and dated
 - Attachment E – Contractor's W-9 and completed Vendor Application Form
 - Attachment F – Secretary of State Registration. Contractor's must be registered with the California Secretary of State prior to contract execution. Submission of Attachment F with the proposal is not mandatory; however, if the Contractor has already filed, it may be uploaded as a general attachment.
 - Attachment G – Equal Benefits Ordinance (EBO) Form; signed and dated
 - Attachment H – Insurance Requirements; signed and dated
 - Attachment I – Reference List; See Section 9.3
 - Financial Stability – See Section 9.1
 - Addenda (if applicable)
 - Underground Piping Installation Certification – General Engineering Contract A, C-16, C-34, or C-36 License(s)
 - Aboveground Piping Installation Certification – C-16 License



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5. PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
 - 5.1.1 Demonstrated competence;
 - 5.1.2 Experience in performance of comparable engagements;
 - 5.1.3 Expertise and availability of key personnel;
 - 5.1.4 Financial stability;
 - 5.1.5 Conformance with the terms of this RFP; and
 - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

6. PROTEST PROCEDURES

6.1 Who May Protest

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals (RFP). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



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submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. PROJECT SPECIFICATIONS

Please see Section 3: Scope of Work and **Appendix 1** for maps of the location.

8. WARRANTY/MAINTENANCE AND SERVICE

- 8.1 The Contractor shall provide good, prompt, and efficient service, adequate to meet all reasonable demands. In the event of Equipment malfunction, contractor shall provide service within 24 hours. Contractor shall maintain all Contractor provided equipment.
- 8.2 Warranty for the suppression systems to be free from defects in materials and workmanship for sixty (60) months from the date of installation. The contractor is limited to repairing or replacing, at its option, free of charge for parts or labor, any part which, in its opinion shall be proved defective in materials or workmanship under normal use and service.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally. Specify the number of full time and part-time employees residing in Long Beach.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- Financial stability: Proposers must provide financial statements giving the City enough information to determine financial stability. These statements may include, but are not limited to:



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- a) Financial Statement or Annual Report;
- b) Business tax return;
- c) Statement of income and related earnings;
- d) Statement of Changes in financial position;
- e) Letter from the proposer's banking institution;
- f) Statement from a certified public accounting firm.

The level and term of documentation required from the proposer to satisfy the City will be commensurate with the size and complexity of the contract and proposers should submit accordingly. If the information submitted by the proposer, or available from other sources, is insufficient to satisfy the City as to the proposer's contractual responsibility, the City may request additional information from the proposer or may deem the proposal non-responsive. The City's determination of the proposer's responsibility, for the purposes of this RFP, shall be final.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes _____ No _____ Initials _____

If "Yes", Contractor must:

- 9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.
- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3 References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4 The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5 Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.



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9.3 References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

9.4 Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases, the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments.

For more information, go to www.longbeach.gov/finance/business_license.

10. **COST**

- 10.1 The costs associated with the project should be of fair market value, and is to be fully outlined and disclosed by the contractor in the submittal of the proposal.
- 10.2 The contractor is to assume all expenses that is not disclosed in the proposal.

11. **BONDS**

11.1 Faithful Performance Bond

The successful proposer shall submit a Faithful Performance Bond for 100 percent of cost of bid. Successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City.



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A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in Section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.2 Labor and Materials Bond

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802, if the total bid amount is more than \$25,000.00. The amount of the bond shall be (Contractor shall complete) \$_____ (which is 100 percent of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

11.3 Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgements. A Notarial Acknowledgement shall accompany each signature of each Principal and a Notarial Acknowledgement shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgements, whether the company is located inside or outside the State of California.

12. **ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

12.1 Order of Precedence – In the event of conflicts or discrepancies between these Federal grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

12.2 Access to Contractor's Records – The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives,



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access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 12.3 Americans with Disabilities Act – The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland “Anti-Kickback” Act – The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: “The Federal awarding agency reserves 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 a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.” The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace – The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.



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- 12.9 Energy Efficiency – The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California’s energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation – The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- 12.11 System for Award Management (SAM) – In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 49 CFR §13.36(e).
- 12.13 National Preservation Acts – The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity – The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Opportunity Employment,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. §



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794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.

- 12.15 Patent Rights – The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department’s project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with “Government Patent Policy” and 37 CFR Part 401.
- 12.16 Payments, Reports, Records, Retention and Enforcement – The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.
- 12.17 Publications – All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: “This document was prepared under a grant from FEMA’s Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA’s Grant Programs Directorate or the U.S. Department of Homeland Security.”
- 12.18 Rights to Data – The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights (4 CFR 27.404(a)).
- 12.19 Rights to Use Inventions – City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty –free



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license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any invention developed under the Contract.

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for a period of 12 months with one annual renewal option at the discretion of the City. The contract term will not exceed 24 months. The City reserves the right to amend the contract term as necessary in the best interest of the City.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.
- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.



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- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages. Please see **Attachment H**.



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- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 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 Contractor'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.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of **Attachment A** of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the **Attachment B** contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process that exceeds \$100,000 shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance.



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Proposers shall refer to **Attachment G** for further information regarding the requirements of the ordinance.

All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in **Attachment G**. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction.

Contractor shall indemnify, protect and hold harmless City, its Boards, Commissions, and their officials, employees and agents ("Indemnified Parties"), from and against any and all liability, claims, demands, damage, loss, obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, including attorneys' fees, court costs, expert and witness fees, and other costs and fees of litigation, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Contractor's breach or failure to comply with any of its obligations contained in this Contract, including any obligations arising from the Project's Contractor's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Contractor, its officers, employees, agents, subcontractors, or anyone under Contractor's control, in the performance of work or services under this Contract (collectively "Claims" or individually "Claim").

In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole



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negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

If the Contractor elects to use subcontractors, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor.

The provisions of this Section shall survive the expiration or termination of this Contract.

- 13.28 **CALIFORNIA WAGE RATE REQUIREMENTS:** Pursuant to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California, the Director of Public Works of the City by and on behalf of the City Council has obtained from the Director of the Department of Industrial Relations of the State of California the general prevailing rate of per diem wages, and the general prevailing rate of holiday and overtime work in the locality in which the public work is to be performed for each craft, classification or type of workers needed to perform the Work, in accordance with prevailing wage determination 2018-1. In accordance with the provisions of California Labor Code Sections 1771, 1774-1776, 1777.5, 1813 and 1815, the Contractor to whom the Contract is awarded, and its subcontractors, shall pay to all workers in the performance of the Work not less than the prevailing rate of wages needed to execute the contract, where such rates are not less than the above-referenced Federal Wage Decision. Copies of schedules of prevailing wage rates may be obtained on the California Department of Industrial Relations website <http://www.dir.ca.gov/dlsr>. Bidders are directed to Section 7-2, "Labor," of the Standard Specifications, and to Division H, Subsection 7-2.2, "Prevailing Wages," for requirements concerning payment of prevailing wages, payroll records, and hours of labor. [California Labor Code Section 1773.2] [LBMC 2.87.120]
- 13.29 **DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE:** This project is a public work and subject to the following: No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]. No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.
- 13.30 **APPRENTICESHIP EMPLOYMENT:** The Contractor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under the Contractor and, by submitting a Bid and executing the Contract, the Contractor stipulates that it shall so comply.



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13.31 A **General Engineering Contract A, C-16, C-34, or C-36 License(s)** is required for any underground piping installation. Similarly, aboveground piping must be installed by a **C-16 License** Contractor. Proof of certifications / licenses must be submitted with the proposal.



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Attachment B

PRO-FORMA AGREEMENT

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this Agreement. 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 Agreement will terminate at no additional cost or obligation to the City.

C. Consultant may select the time and place of performance for these services; provided, however, that access to City documents, records and the like, if needed by Consultant, shall be available only during City's normal business hours and provided that milestones for performance, if any, are met.

D. Consultant has requested to receive regular payments. City shall pay Consultant in due course of payments following receipt from Consultant and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project. Consultant shall certify on the invoices that Consultant has performed the services in full conformance with this Agreement and is entitled to receive payment. Each invoice shall be accompanied by a progress report indicating the progress to date of services performed and covered by the invoice, including a brief statement of any Project problems and potential causes of delay in performance, and listing those services that are projected for performance by Consultant during the next invoice cycle. Where billing is done and payment is made on an hourly basis, the parties acknowledge that this arrangement is either customary practice for Consultant's profession, industry or business, or is necessary to satisfy audit and legal requirements which may arise due to the fact that City is a municipality.

E. Consultant represents that Consultant has obtained all necessary information on conditions and circumstances that may affect its performance and has conducted site visits, if necessary.

F. CAUTION: Consultant shall not begin work until this Agreement has been signed by both parties and until Consultant's evidence of

1 insurance has been delivered to and approved by City.

2 2. TERM. The term of this Agreement shall commence at midnight on
3 (BEGINNING DATE), and shall terminate at 11:59 p.m. on (ENDING DATE), unless sooner
4 terminated as provided in this Agreement, or unless the services or the Project is
5 completed sooner.

6 3. COORDINATION AND ORGANIZATION.

7 A. Consultant shall coordinate its performance with City's
8 representative, if any, named in Exhibit "C", attached to this Agreement and
9 incorporated by this reference. Consultant shall advise and inform City's
10 representative of the work in progress on the Project in sufficient detail so as to
11 assist City's representative in making presentations and in holding meetings on the
12 Project. City shall furnish to Consultant information or materials, if any, described
13 in Exhibit "D", attached to this Agreement and incorporated by this reference, and
14 shall perform any other tasks described in the Exhibit.

15 B. The parties acknowledge that a substantial inducement to City
16 for entering this Agreement was and is the reputation and skill of Consultant's key
17 employee, named in Exhibit "E" attached to this Agreement and incorporated by this
18 reference. City shall have the right to approve any person proposed by Consultant
19 to replace that key employee.

20 4. INDEPENDENT CONTRACTOR. In performing its services,
21 Consultant is and shall act as an independent contractor and not an employee,
22 representative or agent of City. Consultant shall have control of Consultant's work and the
23 manner in which it is performed. Consultant shall be free to contract for similar services to
24 be performed for others during this Agreement; provided, however, that Consultant acts in
25 accordance with Section 9 and Section 11 of this Agreement. Consultant acknowledges
26 and agrees that (a) City will not withhold taxes of any kind from Consultant's compensation;
27 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
28 on Consultant's behalf; and (c) City will not provide and Consultant is not entitled to any of

1 the usual and customary rights, benefits or privileges of City employees. Consultant
2 expressly warrants that neither Consultant nor any of Consultant's employees or agents
3 shall represent themselves to be employees or agents of City.

4 5. INSURANCE.

5 A. As a condition precedent to the effectiveness of this
6 Agreement, Consultant shall procure and maintain, at Consultant's expense for the
7 duration of this Agreement, from insurance companies that are admitted to write
8 insurance in California and have ratings of or equivalent to A:V by A.M. Best
9 Company or from authorized non-admitted insurance companies subject to Section
10 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
11 by A.M. Best Company, the following insurance:

12 i. Commercial general liability insurance (equivalent in
13 scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less
14 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
15 This coverage shall include but not be limited to broad form contractual
16 liability, cross liability, independent contractors liability, and products and
17 completed operations liability. City, its boards and commissions, and their
18 officials, employees and agents shall be named as additional insureds by
19 endorsement (on City's endorsement form or on an endorsement equivalent
20 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85 or both CG 20 10
21 07 04 and CG 20 37 07 04 or both CG 20 33 07 04 and CG 20 37 07 04),
22 and this insurance shall contain no special limitations on the scope of
23 protection given to City, its boards and commissions, and their officials,
24 employees and agents. This policy shall be endorsed to state that the insurer
25 waives its right of subrogation against City, its boards and commissions, and
26 their officials, employees and agents.

27 ii. Workers' Compensation insurance as required by the
28 California Labor Code and employer's liability insurance in an amount not

1 less than \$1,000,000. This policy shall be endorsed to state that the insurer
2 waives its right of subrogation against City, its boards and commissions, and
3 their officials, employees and agents.

4 iii. Professional liability or errors and omissions insurance
5 in an amount not less than \$1,000,000 per claim.

6 iv. Commercial automobile liability insurance (equivalent in
7 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
8 an amount not less than \$500,000 combined single limit per accident.

9 B. Any self-insurance program, self-insured retention, or
10 deductible must be separately approved in writing by City's Risk Manager or
11 designee and shall protect City, its officials, employees and agents in the same
12 manner and to the same extent as they would have been protected had the policy
13 or policies not contained retention or deductible provisions.

14 C. Each insurance policy shall be endorsed to state that coverage
15 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
16 written notice to City, shall be primary and not contributing to any other insurance
17 or self-insurance maintained by City, and shall be endorsed to state that coverage
18 maintained by City shall be excess to and shall not contribute to insurance or self-
19 insurance maintained by Consultant. Consultant shall notify City in writing within
20 five (5) days after any insurance has been voided by the insurer or cancelled by the
21 insured.

22 D. If this coverage is written on a "claims made" basis, it must
23 provide for an extended reporting period of not less than one hundred eighty (180)
24 days, commencing on the date this Agreement expires or is terminated, unless
25 Consultant guarantees that Consultant will provide to City evidence of uninterrupted,
26 continuing coverage for a period of not less than three (3) years, commencing on
27 the date this Agreement expires or is terminated.

28 E. Consultant shall require that all subconsultants or contractors

1 that Consultant uses in the performance of these services maintain insurance in
2 compliance with this Section unless otherwise agreed in writing by City's Risk
3 Manager or designee.

4 F. Prior to the start of performance, Consultant shall deliver to City
5 certificates of insurance and the endorsements for approval as to sufficiency and
6 form. In addition, Consultant shall, within thirty (30) days prior to expiration of the
7 insurance, furnish to City certificates of insurance and endorsements evidencing
8 renewal of the insurance. City reserves the right to require complete certified copies
9 of all policies of Consultant and Consultant's subconsultants and contractors, at any
10 time. Consultant shall make available to City's Risk Manager or designee all books,
11 records and other information relating to this insurance, during normal business
12 hours.

13 G. Any modification or waiver of these insurance requirements
14 shall only be made with the approval of City's Risk Manager or designee. Not more
15 frequently than once a year, City's Risk Manager or designee may require that
16 Consultant, Consultant's subconsultants and contractors change the amount, scope
17 or types of coverages required in this Section if, in his or her sole opinion, the
18 amount, scope or types of coverages are not adequate.

19 H. The procuring or existence of insurance shall not be construed
20 or deemed as a limitation on liability relating to Consultant's performance or as full
21 performance of or compliance with the indemnification provisions of this Agreement.

22 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
23 contemplates the personal services of Consultant and Consultant's employees, and the
24 parties acknowledge that a substantial inducement to City for entering this Agreement was
25 and is the professional reputation and competence of Consultant and Consultant's
26 employees. Consultant shall not assign its rights or delegate its duties under this
27 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
28 of City, except that Consultant may with the prior approval of the City Manager of City,

1 assign any moneys due or to become due Consultant under this Agreement. Any
2 attempted assignment or delegation shall be void, and any assignee or delegate shall
3 acquire no right or interest by reason of an attempted assignment or delegation.
4 Furthermore, Consultant shall not subcontract any portion of its performance without the
5 prior approval of the City Manager or designee, or substitute an approved subconsultant
6 or contractor without approval prior to the substitution. Nothing stated in this Section shall
7 prevent Consultant from employing as many employees as Consultant deems necessary
8 for performance of this Agreement.

9 7. CONFLICT OF INTEREST. Consultant, by executing this Agreement,
10 certifies that, at the time Consultant executes this Agreement and for its duration,
11 Consultant does not and will not perform services for any other client which would create
12 a conflict, whether monetary or otherwise, as between the interests of City and the interests
13 of that other client. Consultant further certifies that Consultant does not now have and shall
14 not acquire any interest, direct or indirect, in the area covered by this Agreement or any
15 other source of income, interest in real property or investment which would be affected in
16 any manner or degree by the performance of Consultant's services hereunder. And,
17 Consultant shall obtain similar certifications from Consultant's employees, subconsultants
18 and contractors.

19 8. MATERIALS. Consultant shall furnish all labor and supervision,
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services
21 necessary to or used in the performance of Consultant's obligations under this Agreement,
22 except as stated in Exhibit "D".

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Consultant or furnished to Consultant in connection
25 with this Agreement, including but not limited to documents, estimates, calculations,
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
27 models, reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Consultant. Copies of Data
3 may be retained by Consultant but Consultant warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior written notice to the other party. In the event of termination under this Section, City
9 shall pay Consultant for services satisfactorily performed and costs incurred up to the
10 effective date of termination for which Consultant has not been previously paid. The
11 procedures for payment in Section 1.B. with regard to invoices shall apply. On the effective
12 date of termination, Consultant shall deliver to City all Data developed or accumulated in
13 the performance of this Agreement, whether in draft or final form, or in process. And,
14 Consultant acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Consultant's delivery of the Data to City.

16 11. CONFIDENTIALITY. Consultant shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
18 performing its services, during the term of this Agreement and for five (5) years following
19 expiration or termination of this Agreement. In addition, Consultant shall keep confidential
20 all information, whether written, oral or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. Consultant shall not disclose
22 any or all of the Data to any third party, or use it for Consultant's own benefit or the benefit
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Consultant shall not be liable for
25 a breach of confidentiality with respect to Data that: (a) Consultant demonstrates
26 Consultant knew prior to the time City disclosed it; or (b) is or becomes publicly available
27 without breach of this Agreement by Consultant; or (c) a third party who has a right to
28 disclose does so to Consultant without restrictions on further disclosure; or (d) must be

1 disclosed pursuant to subpoena or court order.

2 13. ADDITIONAL COSTS AND REDESIGN.

3 A. Any costs incurred by City due to Consultant's failure to meet
4 the standards required by the scope of work or Consultant's failure to perform fully
5 the tasks described in the scope of work which, in either case, causes City to request
6 that Consultant perform again all or part of the Scope of Work shall be at the sole
7 cost of Consultant and City shall not pay any additional compensation to Consultant
8 for its re-performance.

9 B. If the Project involves construction and the scope of work
10 requires Consultant to prepare plans and specifications with an estimate of the cost
11 of construction, then Consultant may be required to modify the plans and
12 specifications, any construction documents relating to the plans and specifications,
13 and Consultant's estimate, at no cost to City, when the lowest bid for construction
14 received by City exceeds by more than ten percent (10%) Consultant's estimate.
15 This modification shall be submitted in a timely fashion to allow City to receive new
16 bids within four (4) months after the date on which the original plans and
17 specifications were submitted by Consultant.

18 14. AMENDMENT. This Agreement, including all Exhibits, shall not be
19 amended, nor any provision or breach waived, except in writing signed by the parties which
20 expressly refers to this Agreement.

21 15. LAW. This Agreement shall be construed in accordance with the laws
22 of the State of California, and the venue for any legal actions brought by any party with
23 respect to this Agreement shall be the County of Los Angeles, State of California for state
24 actions and the Central District of California for any federal actions. Consultant shall cause
25 all work performed in connection with construction of the Project to be performed in
26 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
27 county or municipal governments or agencies (including, without limitation, all applicable
28 federal and state labor standards, including the prevailing wage provisions of sections 1770

1 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any
2 fire marshal, health officer, building inspector, or other officer of every governmental
3 agency now having or hereafter acquiring jurisdiction.

4 16. PREVAILING WAGES.

5 A. Consultant agrees that all public work (as defined in California
6 Labor Code section 1720) performed pursuant to this Agreement (the "Public
7 Work"), if any, shall comply with the requirements of California Labor Code sections
8 1770 *et seq.* City makes no representation or statement that the Project, or any
9 portion thereof, is or is not a "public work" as defined in California Labor Code
10 section 1720.

11 B. In all bid specifications, contracts and subcontracts for any
12 such Public Work, Consultant shall obtain the general prevailing rate of per diem
13 wages and the general prevailing rate for holiday and overtime work in this locality
14 for each craft, classification or type of worker needed to perform the Public Work,
15 and shall include such rates in the bid specifications, contract or subcontract. Such
16 bid specifications, contract or subcontract must contain the following provision: "It
17 shall be mandatory for the contractor to pay not less than the said prevailing rate of
18 wages to all workers employed by the contractor in the execution of this contract.
19 The contractor expressly agrees to comply with the penalty provisions of California
20 Labor Code section 1775 and the payroll record keeping requirements of California
21 Labor Code section 1771."

22 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
23 constitutes the entire understanding between the parties and supersedes all other
24 agreements, oral or written, with respect to the subject matter in this Agreement.

25 18. INDEMNITY.

26 A. Consultant shall indemnify, protect and hold harmless City, its
27 Boards, Commissions, and their officials, employees and agents ("Indemnified
28 Parties"), from and against any and all liability, claims, demands, damage, loss,

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obligations, causes of action, proceedings, awards, fines, judgments, penalties, costs and expenses, arising or alleged to have arisen, in whole or in part, out of or in connection with (1) Consultant's breach or failure to comply with any of its obligations contained in this Agreement, including any obligations arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or misrepresentations committed by Consultant, its officers, employees, agents, subcontractors, or anyone under Consultant's control, in the performance of work or services under this Agreement (collectively "Claims" or individually "Claim").

B. In addition to Consultant's duty to indemnify, Consultant shall have a separate and wholly independent duty to defend Indemnified Parties at Consultant's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Consultant shall be required for the duty to defend to arise. City shall notify Consultant of any Claim, shall tender the defense of the Claim to Consultant, and shall assist Consultant, as may be reasonably requested, in the defense.

C. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

D. The provisions of this Section shall survive the expiration or termination of this Agreement.

19. AMBIGUITY. In the event of any conflict or ambiguity between this

1 Agreement and any Exhibit, the provisions of this Agreement shall govern.

2 20. NONDISCRIMINATION.

3 A. In connection with performance of this Agreement and subject
4 to applicable rules and regulations, Consultant shall not discriminate against any
5 employee or applicant for employment because of race, religion, national origin,
6 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
7 disability. Consultant shall ensure that applicants are employed, and that
8 employees are treated during their employment, without regard to these bases.
9 These actions shall include, but not be limited to, the following: employment,
10 upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or
11 termination; rates of pay or other forms of compensation; and selection for training,
12 including apprenticeship.

13 B. It is the policy of City to encourage the participation of
14 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
15 procurement process, and Consultant agrees to use its best efforts to carry out this
16 policy in its use of subconsultants and contractors to the fullest extent consistent
17 with the efficient performance of this Agreement. Consultant may rely on written
18 representations by subconsultants and contractors regarding their status.
19 Consultant shall report to City in May and in December or, in the case of short-term
20 agreements, prior to invoicing for final payment, the names of all subconsultants
21 and contractors hired by Consultant for this Project and information on whether or
22 not they are a Disadvantaged, Minority or Women-Owned Business Enterprise, as
23 defined in Section 8 of the Small Business Act (15 U.S.C. Sec. 637).

24 21. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
25 accordance with the provisions of the Ordinance, this Agreement is subject to the
26 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
27 Long Beach Municipal Code, as amended from time to time.

28 A. During the performance of this Agreement, the Consultant

1 certifies and represents that the Consultant will comply with the EBO. The
2 Consultant agrees to post the following statement in conspicuous places at its place
3 of business available to employees and applicants for employment:

4 "During the performance of a contract with the City of Long Beach, the
5 Consultant will provide equal benefits to employees with spouses and its
6 employees with domestic partners. Additional information about the City of
7 Long Beach's Equal Benefits Ordinance may be obtained from the City of
8 Long Beach Business Services Division at 562-570-6200."

9 B. The failure of the Consultant to comply with the EBO will be
10 deemed to be a material breach of the Agreement by the City.

11 C. If the Consultant fails to comply with the EBO, the City may
12 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
13 to become due under the Agreement may be retained by the City. The City may
14 also pursue any and all other remedies at law or in equity for any breach.

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

18 E. If the City determines that the Consultant has set up or used its
19 contracting entity for the purpose of evading the intent of the EBO, the City may
20 terminate the Agreement on behalf of the City. Violation of this provision may be
21 used as evidence against the Consultant in actions taken pursuant to the provisions
22 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

23 22. NOTICES. Any notice or approval required by this Agreement shall
24 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
25 postage prepaid, addressed to Consultant at the address first stated above, and to City at
26 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
27 to the City Engineer at the same address. Notice of change of address shall be given in
28 the same manner as stated for other notices. Notice shall be deemed given on the date

1 deposited in the mail or on the date personal delivery is made, whichever occurs first.

2 23. COPYRIGHTS AND PATENT RIGHTS.

3 A. Consultant shall place the following copyright protection on all
4 Data: © City of Long Beach, California ____, inserting the appropriate year.

5 B. City reserves the exclusive right to seek and obtain a patent or
6 copyright registration on any Data or other result arising from Consultant's
7 performance of this Agreement. By executing this Agreement, Consultant assigns
8 any ownership interest Consultant may have in the Data to City.

9 C. Consultant warrants that the Data does not violate or infringe
10 any patent, copyright, trade secret or other proprietary right of any other party.
11 Consultant agrees to and shall protect, defend, indemnify and hold City, its officials
12 and employees harmless from any and all claims, demands, damages, loss, liability,
13 causes of action, costs or expenses (including reasonable attorney's fees) whether
14 or not reduced to judgment, arising from any breach or alleged breach of this
15 warranty.

16 24. COVENANT AGAINST CONTINGENT FEES. Consultant warrants
17 that Consultant has not employed or retained any entity or person to solicit or obtain this
18 Agreement and that Consultant has not paid or agreed to pay any entity or person any fee,
19 commission or other monies based on or from the award of this Agreement. If Consultant
20 breaches this warranty, City shall have the right to terminate this Agreement immediately
21 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
22 due under this Agreement or otherwise recover the full amount of the fee, commission or
23 other monies.

24 25. WAIVER. The acceptance of any services or the payment of any
25 money by City shall not operate as a waiver of any provision of this Agreement or of any
26 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
27 Agreement shall not constitute a waiver of any other or subsequent breach of this
28 Agreement.

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lana Beach, CA 90802-4664

1 26. CONTINUATION. Termination or expiration of this Agreement shall
2 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
3 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

4 27. TAX REPORTING. As required by federal and state law, City is
5 obligated to and will report the payment of compensation to Consultant on Form 1099-
6 Misc. Consultant shall be solely responsible for payment of all federal and state taxes
7 resulting from payments under this Agreement. Consultant shall submit Consultant's
8 Employer Identification Number (EIN), or Consultant's Social Security Number if
9 Consultant does not have an EIN, in writing to City's Accounts Payable, Department of
10 Financial Management. Consultant acknowledges and agrees that City has no obligation
11 to pay Consultant until Consultant provides one of these numbers.

12 28. ADVERTISING. Consultant shall not use the name of City, its officials
13 or employees in any advertising or solicitation for business or as a reference, without the
14 prior approval of the City Manager or designee.

15 29. AUDIT. City shall have the right at all reasonable times during the
16 term of this Agreement and for a period of five (5) years after termination or expiration of
17 this Agreement to examine, audit, inspect, review, extract information from and copy all
18 books, records, accounts and other documents of Consultant relating to this Agreement.

19 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or
20 designed to or entered for the purpose of creating any benefit or right for any person or
21 entity of any kind that is not a party to this Agreement.

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

(NAME OF CONSULTANT)

_____, 2017

By _____
Name _____
Title _____

_____, 2017

By _____

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lona Beach, CA 90802-4664

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Name _____
Title _____

“Consultant”

CITY OF LONG BEACH, a municipal
corporation

_____, 2017 By _____
City Manager

“City”

This Agreement is approved as to form on _____, 2017.

CHARLES PARKIN, City Attorney

By _____
Deputy



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment C

Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

Authorized signature and date

Print Name & Title



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

 Business/Contractor/Agency

 Name of Authorized Representative

 Title of Authorized Representative

 Signature of Authorized Representative

 Date

r20141001



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, Attachment –Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

If you have any questions on how to complete this form, please contact the Purchasing Division in the City of Long Beach Business Services Bureau at 562-570-6200.

Rev 12.11.13



City of Long Beach
Purchasing Division
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802

Attachment E

W-9 Request for Taxpayer Identification Number and Certification

[W-9 Form must be signed and dated.]

[Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>]

[Vendor Application Form is for internal City use only.]



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9):	
DBA Name (same as line 2 on W9):	
Federal Tax ID Number (or SSN):	leave blank if not applicable required (this number is a fed tax ID: <input type="radio"/> SSN: <input type="radio"/>
Web Address:	
Purchase Order Address:	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	
If 'remit to' address is the same as the purchase order address, put SAME in first box only	
'Remit to' Address :	
Attn:	
City:	
State:	Zip Code:
Contact Name:	
Email:	
Phone Number:	
Fax:	
Toll Free:	

Type of Ownership:					
Individual <input type="radio"/>	Partnership <input type="radio"/>	Corporation <input type="radio"/>	LLC <input type="radio"/>	Nonprofit <input type="radio"/>	Government <input type="radio"/>
Composition of Ownership (at least 51% of ownership of the organization) (check all that apply)					
MBE <input type="radio"/>	WBE <input type="radio"/>	Local <input type="radio"/>	DBE <input type="radio"/>	Certified SBE <input type="radio"/>	Certified Micro <input type="radio"/>
State certification number:					



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

Attachment F

Secretary of State Certification

Please provide print out showing your business is registered with the California Secretary of State.

(Note, individual and sole proprietor companies are not required to register)

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

www.kepler.sos.ca.gov/

The screenshot shows the 'Business Search' page on the California Secretary of State website. The page includes a navigation menu with links like 'Business Programs', 'Notary & Authentications', and 'Elections'. The main content area is titled 'Business Search' and contains the following text:

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the Search button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

Corporation Name Limited Liability Company/Limited Partnership Name Entity Number

Entity Name or Number:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

ATTACHMENT G

EQUAL BENEFITS ORDINANCE (EBO) FORM

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

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

The EBO is applicable to the following employers:

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

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

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

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity Name: _____

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: _____ Federal Tax ID No. _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Person: _____ Telephone: _____
Email: _____ Fax: _____

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- _____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- _____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

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

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this ____ day of _____, 20__, at _____, _____

Name _____ Signature _____

Title _____ Federal Tax ID No. _____

ATTACHMENT H

INSURANCE REQUIREMENT



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

INSURANCE REQUIREMENTS

Contractor shall submit proof of insurability from an insurance company with an: 8 rating {as specified in City AR 8-27} from AM Best Company with bid. Successful bidder shall be required to submit proof of insurance if award is made and notice given by the City. Failure to submit this proof within ten (10) calendar days after notice of award may disqualify the bid.

- Successful bidder shall obtain and maintain at its expense until completion of performance and acceptance by the City, from an insurer:
 - Admitted (Licensed) in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of V (Capital Surplus and Conditional Surplus Funds of greater than \$10 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by the City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of an Excellent or better and a current financial size category (FSC) of VIII (Capital Surplus Funds or greater than \$100 million) or greater rating as reported by AM Best Company or equivalent, unless waived in writing by City's Risk Manager.
 - Comprehensive General Liability naming City, its Officials, Employees, and Agents as additional insureds for injury to or death of persons or damage to or loss of property arising from or connected to vendor's performance here-under \$1,000,000 combined single limit for each occurrence and \$2,000,000 General Aggregate.
 - Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.
 - Worker's Compensation: As required by California Labor Code.
- Self-insurance of self-insured retention must be approved in writing by City and protect City in same manner and extent as if policies had not contained retention. Each policy must be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after 30 days prior written notice to City. Vendor must furnish to City before performance certificates of insurance and original endorsements, with the original signature of one authorized by the insurer to bind coverage on its behalf, for approval as to sufficiency and form. This insurance shall not be deemed to limit vendor's liability hereunder.
- Contractor shall maintain at its expense, until completion of performance and acceptance by City, from an insurer:



City of Long Beach
Purchasing Division
333 w. Ocean Blvd 7th Floor
Long Beach, CA 90802

- Admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or
 - Non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by the City's Risk Manager.
- All coverages for Subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.
 - 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 the 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 Contractor's liability under this Contract.
 - Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any and all liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of Contractor at the Site.
 - 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.

By submitting a signature below, Bidder promises that insurance requirements can be provided as requested.

Printed Name: _____ Title: _____
Signature: _____ Date: _____

ATTACHMENT I
REFERENCE LIST



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

Reference Information Form

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Project Description _____

Project Dates (Start and End) _____ Contract Term(s) _____ Contract Amount _____

Client/Contractor Name _____

Project Manager/Contact Name _____ E-mail _____ Ph. No. _____

Address _____

Description _____

Project Dates (Start and End) *Reference* _____ Contract Term(s) _____ Contract Amount _____

EXHIBIT “A-1”

Contractor’s Proposal

October 10, 2018
City of Long Beach



**BID PROPOSAL FOR DOWNTOWN SHORELINE MARINA (DTSM) FIRE
SYSTEM REHABILITATION PROJECT**

BASE BID ITEMS	PRICE QUOTE
Item No. 1 - Mobilization- Provide all labor, equipment, materials and incidentals necessary to mobilize.	\$14,941.00
Item No. 2 – General Conditions- Provide all labor, equipment, materials and incidentals necessary to prepare schedules, insurance, temporary utilities, phones, trucks, fuel, and project management.	\$71,000.00
Item No. 3 – Waterside Fire Service Improvements- Provide all labor, equipment, materials and incidentals necessary to furnish and install waterside fire suppression components; including all appurtenances, as shown and specified. Waterside labor to be covered by USL&H insurance.	\$305,000.00
Item No. 4 – Landside Fire Service Improvements- Provide all labor, equipment, materials and incidentals necessary to furnish and install landside fire suppression improvements,; including all appurtenances, as shown and specified.	\$64,000.00
Item No. 5 – Perform Chlorination Services- Chlorinate, De-Chlorinate and collect water samples for Coliform and Plate Count testing at each location (12 each).	\$14,280.00
Item No. 6 – Perform Flow Test- Provide pumper truck, meter, temporary connection, cost of water and flow test at each location (12 each).	\$22,860.00
Item No. 7 – Payment and Performance Bond.	\$5,000.00
Item No. 8 – All Other Work- Provide all labor, equipment, materials and incidentals necessary to furnish and install all other work for which a specific line item is not provided in this Price List.	\$0.00
Grand Total of BASE BID ITEMS Total of Base Bid Items Nos. 1-8, inclusive based on the lump sum prices bid	\$497,081.00



TIME & MATERIALS RATE SHEET

Bellingham Marine Industries, Inc.
 8810 Sparling Lane
 Dixon, CA 95620
 Phone: (707) 678-2385
 Fax: (707) 678-1760

W.O. Date: _____

BMI Representative: _____

Job Location and Description:

Buyer Name and Address:

Phone:

Fax:

Bellingham Marine has based this work order upon information furnished by Buyer and Bellingham Marine has the right to rely upon the accuracy of that information. In preparing this proposal, Bellingham Marine has assumed there are no concealed conditions or unknown physical conditions which will adversely impact Bellingham Marine's performance of the work. If such conditions are encountered, Bellingham Marine will be entitled to an adjustment in the contract amount, time for completion, or both. The terms of the Bellingham Marine's Proposal, dated _____ are hereby incorporated into this Work Order.

Quantity	Description	Units	Unit Price	Line Total
	Site Visit	EA	\$ 500.00	
	Mobilization	EA	\$ 2,000.00	
Time:		-	-	-
	General Labor	HR	\$ 125.00	
	General Labor - PM	HR	\$ 150.00	
	Overtime (Time and a Half)	HR	\$ 195.00	
	Overtime (Time and a Half) - PM	HR	\$ 220.00	
	Overtime (Double Time)	HR	\$ 260.00	
	Overtime (Double Time) - PM	HR	\$ 285.00	
	Equipment & Materials:			
	Equipment & Materials Cost Plus 15%			
	Travel Expenses, Sustenance, Fuel, Truck; Cost Plus 15%			

Bellingham Marine does not warrant any components to meet specific local building ordinances or codes. It is the responsibility of the Buyer to secure necessary governmental approvals. Buyer hereby indemnifies Bellingham Marine against any and all loss, damage, liability, claims, demands or causes of action arising out of or connected in any way with any act or omission on the part of the Buyer, or with inadequate, improper or erroneous design, plans, specifications, engineering, or information furnished Bellingham Marine by Buyer.

Subtotal	
Taxable Amount	
Tax Rate	
Tax	
Shipping	
Other	
Estimated Total	

BMI HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Deposit _____

BELLINGHAM MARINE WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, OR FOR LOSS, DAMAGES, OR EXPENSE DIRECTLY, OR INDIRECTLY, ARISING FROM THE USE OF ANY PRODUCTS OR ANY INABILITY TO USE THEM, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT OR MATERIAL OR FROM ANY OTHER CAUSE.

By signing below, Client hereby accepts the terms of this work order and authorizes Bellingham Marine to begin work, including material orders.

By: _____ Date: _____

(printed name and title)



City of Long Beach
 Purchasing Division
 333 West Ocean Boulevard, 7th Floor
 Long Beach, CA 90802

City of Long Beach
Request For Proposals Number PR18-130
 For
Downtown Shoreline Marina
Fire System Rehabilitation

Release Date:	08/24/2018
Mandatory Pre-Proposal Meeting:	09/11/2018
Questions Due to the City:	09/18/2018
Posting of the Q & A:	09/27/2018
Due Date:	10/11/2018

City Contact: Tommy Ryan Buyer 562-570-5664

See Section 4 for instructions on submitting proposals.

Company Name Bellingham Marine Industries, Inc. Contact Person James R. Puder, General Mgr.
Mark Secret, Assistant Sec.

Address 8810 Sparling Lane City Dixon State CA Zip 95620

Telephone (707) 678-2385 Fax (707) 678-1760 Federal Tax ID No. 91-0141770

E-mail: jpuder@bellingham-marine.com msecret@bellingham-marine.com

Prices contained in this proposal are subject to acceptance within 90 calendar days.

I have read, understand, and agree to all terms and conditions herein. Date October 11, 2018

Signed 

Print Name & Title Mark Secret, Assistant Secretary

Rev 2016 0919

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Solano)

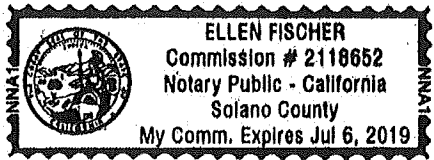
On 10/11/2018 before me, Ellen Fischer, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Mark Secret
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public
Ellen Fischer, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



Bellingham Marine
Industries, Inc.
CA License #442499

8810 Sparling Lane
Dixon, CA 95620

(707) 678-2385
FAX (707) 678-1760

TECHNICAL PROPOSAL

October 11, 2018

Reference: Downtown Shoreline Marina (DTSM) Fire System Rehabilitation Project

FIRE SYSTEM REHABILITATION DESCRIPTION

Thank you for the opportunity to allow Bellingham Marine to prepare a response package for the City of Long Beach Downtown Shoreline Fire System Rehabilitation Project. We are very familiar with the site and the efforts that will be required to make this project a success. We are extremely confident in our abilities to meet your expectations for this project. The balance of this proposal document will outline our unique capabilities and the reasons that we believe that we are the right contractor to be awarded this project. Our commitment is to allow you to enjoy the same high level of quality and value that we have provided throughout the Alamitos Bay Marina Rebuild which we have provided to thousands of customers for the past six decades. The following is an outline of our technical proposal:

1. Owner's Representations
2. Conditions
3. Work Plan
4. Description of Work
5. Proposed Construction Phasing Plan
6. Team Structure
7. Company Background
8. References



OWNER'S REPRESENTATIONS

PROJECT BACKGROUND

The Shoreline Marina Fire System Rehabilitation project is designed to replace the fire pump system installed at the marina during the last marina dock system upgrade in 2007. Testing of the on-dock fire system (fire hose energized on-demand using existing fire line pressure) confirmed that the fire protection system needed updates to meet City of Long Beach Fire Code requirements.

An auxiliary fire pump system that would augment the existing fire line pressure in the system and provide the necessary pressure to achieve the required pressure and flow rates mandated by the Fire Department was installed. The auxiliary system was designed to accommodate up to four docks with one pump along with pressure reducers to prevent damage to the domestic water supply that was fed from the same line as the fire protection system. These pumps were installed throughout the marina in locations that facilitated an easy connection with a pumper truck in the event there was an interruption in electrical service during a fire service call.

The Fire Pump systems were enclosed with a fence and gate to allow access for maintenance while remaining somewhat inconspicuous along the walkways and adjacent to the roadway throughout the marina.

SCOPE OF PROJECT (SECTION 3)

The Downtown Shoreline Marina (DTSM) Fire Protection System Rehabilitation project includes underground piping at each fire pump location (12ea), from the existing water line to the new Fire Department Connection (FDC). The City is seeking a Contractor to perform the following: removal of all existing fire hose and fire extinguisher cabinets along with related piping from the fire line main to the fire hose; installation of a new fire hose standpipe and transition piping from the 3" SS fire line main at all locations that previously contained fire hose apparatus; installation of a new fire extinguisher cabinet and 10lb. fire extinguisher at all locations that previously included a

cabinet and; pressure testing of all fire protection systems. The Contractor shall provide their own fire pump truck for final pressure testing.

The planned work will commence at each fire pump location with the City of Long Beach Marine Maintenance Division (MMD) disconnecting the electrical service currently supplying the fire pump panel and shutting off the fire water supply line to the pump. The fire pump fence enclosure, fire pump assembly and pump pad will be removed by MMD, per the RFP. While the fire pump facility is being dismantled and removed, the Contractor shall undertake the removal of fiberglass fire hose/fire extinguisher cabinets along the series of docks being fed the associated fire pump system. As noted on the approved plans, some locations will be capped while others will be piped to a new fire hose standpipe. After the fire pump facility (including concrete pad) has been removed, the Contractor shall excavate to remove existing underground piping that originally fed the fire pump and install a new section of underground pipe to connect from the fire water main to the new FDC (to be placed in the same location as the existing FDC originally connected to the fire pump assembly). Required thrust blocks shall be installed prior to backfill. Restoration of the area (plantings) shall be by City of Long Beach Staff.

Work shall proceed throughout the marina (12 fire pump locations supplying associated docks as identified on the plans) with no more than one fire pump assembly/system shut down at any given time. As each system is re-constructed and tested, it shall be energized prior to commencing work at the next location.

CONDITIONS

For purposes of this quote, BMI has made assumptions which are noted herein. The price included in our bid is subject to change if alterations of our assumptions prove to be necessary. Following is a summary of our key assumptions:

- Addendums Reviewed & Noted: 1
- Questions and Answers Reviewed and Noted through October 11, 2018.
- BMI assumes that we will be able to work with the City of Long Beach in good faith to negotiate an amicable contract agreement.
- BMI's proposed preliminary timeline is contingent upon the City of Long Beach Marine Maintenance Division work. BMI assumes that MMD will demo and remove the existing fire pump, piping, fence and concrete slab in one calendar days.
- Piping Material & Freshwater System shall be in compliance with 2013 CFC, NFPA 24 2016 Edition, NFPA 303 2016 Edition, NFPA 14 2016 Edition & NFPA 13 2016 Edition.
- All materials shall be UL/FM listed, where available.

WORK PLAN

Bellingham Marine's (BMI) team has identified five primary goals as critical components of the Downtown Shoreline Marina Fire System Rehabilitation project. These five goals serve as the foundation for our approach to the project and the following work plan:

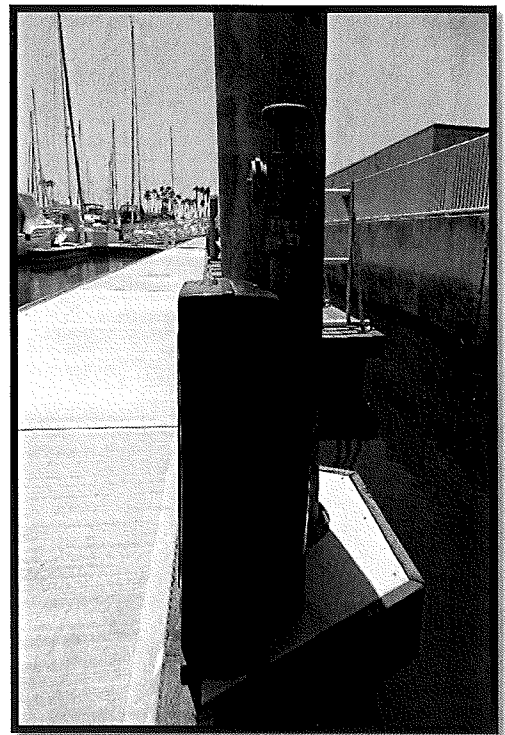
1. Best Value Price: Work with the City, throughout the project, on providing value construction solutions (emphasizing cost & schedule) by committing personnel fundamental to the success of the project (see key resumes), and avoiding non-value added costs.
2. Efficient Communication: Ensure ongoing communication with the City, acknowledging its numerous stakeholders involved in the project, including boat tenants, business owners, project managers, the local fire department, and regulatory agencies.
3. Project Scheduling & Sequencing Construction Phases: Develop and execute a project schedule that minimizes impact on stakeholders and maximizes construction efficiencies. This project is complex and is located in a working marina where sequential phasing plans must be clearly communicated and seamlessly executed. BMI understands the importance of developing a master schedule identifying the critical path, with milestone deadlines for each phase of the project.
4. Maintain Tenant Operations & Utility Services: Minimize the impact of construction activities on marina operations, nearby businesses and stakeholders. Temporary utility services will remain available to the fullest extent possible, with occasional interruptions limited to the shortest possible duration.
5. Safety: Maintain safe public access to the project area and provide a secure construction site. A comprehensive safety program, including regular safety meetings with onsite construction personnel will be established.

All key elements of the project will be coordinated and led by BMI, the largest marina design-builder in the world. This highly experienced team is dedicated to meeting the above goals and has the personnel, history, and unique competencies needed to ensure the project's success. BMI has unrivaled experience as a marina contractor working with the City of Long Beach most recently with the completion of the phased rebuild of Alamitos Bay Marina.

DESCRIPTION OF WORK

In order to meet the requirements of the RFP, BMI proposes the following services that will occur in 12 each sequential phases, as follows:

- 1.1 MOBILIZATION. 1 each.
- 1.2 SHOP DRAWINGS. BMI will prepare shop drawings and a submittals package for the City's review and approval. On-site construction will commence after necessary approved submittals are received from the City.
- 1.3 PROJECT KICK-OFF MEETING. Site Meeting will be coordinated with City Representatives and the Contractor for Safety Lock-Out, Tag-Out and Procedural Discussion.
- 1.4 SITE PREPARATION. BMI will coordinate a staging area with the City for tool and part storage. This will also be the location for a small site office for the duration of the project.
- 1.5 DEMOLITION. The planned work will commence at each of the 12 fire pump locations. In each phase, the following work will occur:
 - 1.5.1 City of Long Beach Marine Maintenance Division ("MMD") will disconnect the electrical service currently supplying the fire pump panel and will shut off the fire-water supply line to the pump.
 - 1.5.2 MMD will remove the fire pump fence enclosure, fire pump assembly and concrete pump pad.
 - 1.5.3 BMI will Protect-in-Place the existing Back Flow Preventer ("BFP").
 - 1.5.4 BMI will install a temporary flexline pipe between the existing BFP and FDC connection to maintain water and fire line and ensure service remains intact at the end of each workday.
 - 1.5.5 While MMD is dismantling and removing the existing fire pump facility, BMI shall undertake the removal of the existing fire extinguisher cabinets and associated fire hose connections along the series of docks being fed by the associated fire pump system. BMI will detach and remove a total of 163 each existing Fire Hose Cabinets and Fire Hose Connection Assemblies. BMI will cap 70 each Fire Hose Connections at the existing Tee.
- 1.5 Supply and install 93 each new fire hose standpipes and transition piping from the existing 3" SS fire line main at all locations (93 each). Including signage, new fire hose valve, new 2-1/2" SS Standpipe assembly.
- 1.6 BMI will cap 70 each existing fire hose standpipes at the existing 3" SS FW Pipe.
- 1.7 Supply and Install 163 each fire extinguisher cabinets with new 10lb. ABC Dry Chemical Fire Extinguishers at all specified locations. 93 each of the 163 FECs will be modified with back and bottom reinforcement and a half round pipe cover surrounding new standpipe (as shown in photo).
- 1.8 At each new FDC location, BMI will trench down as needed to install new landside AWWA C900, Class 200 PVC piping between existing Back Flow Preventer and New Fire Department Connection. BMI will provide proper sand bedding and backfill materials for each location.
- 1.9 Supply and Install 12 each new Fire Department Connections. Including 2-1/2" x 2-1/2" x4" Double Clapper 2 Way 90 degree Siamese Inlets (Potter Roemer, Signage, new 3" Tee, SS Riser Pipe, and new 3'x3' Concrete Foundation. BMI will install new Concrete Thrust Block under new 3" Tee leading into new FDC Connection, as specified.



1.10 At the conclusion of each of the 12 phases, BMI will provide a fire pump truck and conduct a Flow Test on the Standpipe System at each location. In addition, BMI will perform a Fire Water Pressure Test on piping to 200 psi for 2 hours, as required by code.

1.11 BMI will perform a chlorination and biological test at the completion of each of the 12 identified dock sections. Including Chlorination, De-Chlorination and the collection of water samples for Coliform and Plate Count testing.

***Please note, each system will require a chlorination test prior to re-energizing the system. Testing must be completed by Wednesday of each week in order for the results to return by the weekend. There is a possibility that the timing of the chlorination tests may impact the availability of the system over the weekend to users.*

1.12 CONSTRUCTION, EQUIPMENT, AND LABOR. Construction labor includes necessary site presence including communications equipment, and support staff as needed. All over-water works will be covered by USL&H Insurance. USL&H Insurance is a requirement for all construction work over a navigable waterway.

1.13 Prevailing Wage Rates.

1.14 Payment and Performance Bonds.

1.15 Loading and Securing on Our Trucks with Freight to Jobsite: Downtown Shoreline Marina in Long Beach, CA.

1.16 SALES/USE TAX. Any changes in applicable taxes which BMI is required to collect will be billed to the Client.

2. EXCLUDED ITEMS: All items and quantities not specifically included above are *specifically* excluded from this proposal. If you should so desire, many of these items may be available through BMI at additional cost. Excluded items include, but are not limited to, the following:

- 2.1 Marina Inspection & Report;
- 2.2 Geotechnical Analysis and Report;
- 2.3 Engineering or Design;
- 2.4 Permitting and Permit Fees;
- 2.5 If necessary, removal of obstacles on floating docks where work is to be performed (stairs, ladders, material in locker boxes, etc.);
- 2.6 Utility Penetrations/Coring in Seawall;
- 2.7 Boat Tenant Maneuvering. The Owner shall arrange for boats to be displaced during the course of the on-site construction. BMI will not be responsible for handling any vessels owned by others.
- 2.8 ADA Compliance.
- 2.10 New Electrical Materials or Permitting Upgrades;
- 2.11 Structural Investigation or Analysis;
- 2.12 Demolition and Removal of Existing Fire Pump, Control Panel and Valves, and Concrete Mounting Pad. The City of Long Beach Marine Maintenance Division will be accomplishing this portion of the landside work.
- 2.13 Design of existing pipe support hangers. BMI is not replacing the existing fire suppression line and therefore shall not be responsible for removing and supplying new pipe hangers.
- 2.14 Ensuring sufficient pipe flexibility and anchorage is provided for all lines for thermal expansion and contraction and pressure. BMI shall not be responsible for the design of the existing fire line or the existing piping which is to remain intact at the facility.
- 2.15 Water Jetting, Irrigation, and Surface Treatment. Restoration of the area (plantings) shall be by the City of Long Beach Staff, per RFP Scope of Work.
- 2.16 Additional Mobilizations. Pricing assumes all work will be completed under one mobilization. Pricing is subject to additional mobilization fees and escalation if not chosen to be performed in one mobilization with sequential phasing.

PROPOSED CONSTRUCTION PHASING PLAN

BMI's team provides the greatest benefit in the form of cost savings, timely delivery, and a thorough project understanding. The entire project will be managed by a single-source contractor and point of contact. BMI has identified 12 each phases of construction that will commence at each of the 12 FDC connections. The following proposed timeline and critical path will maximize efficiencies and ensure that the project will be completed on

time and on budget. In each phase, BMI proposes the following order of construction over the course of a 3 to 5 day period:

DAY ONE

1. On-site meeting with City Representatives, MMD and BMI for safety lock out tag out and procedural discussion.
2. MMD Shuts Off Water Supply
3. MMD Removes Fencing & Concrete Slab.
4. MMD Removes Fire Pump and Piping.
5. BMI Begins Removal and Replacement of Fire Extinguisher Cabinets and Fire Hose Connections.
6. BMI Installs Temporary Flex Line to Re-energize Domestic Water & Fire Water.
7. BMI Performs Biological Testing of Water.
8. BMI Inspects Existing Hanger System and Reports any concerns for City's review.

DAY TWO THROUGH FIVE

1. BMI Removes Temporary Flexline.
2. BMI Completes Replacement of Fire Hose Cabinets and Fire Hose Connections on the Dock System.
3. BMI Excavates and Removes Existing Piping at Fire Pump Location.
4. BMI Installs Permanent Piping, Thrust Blocks and Fire Department Connection.
5. BMI Shall Perform a Fire Water Pressure Test on piping to 200 psi for 2 hours, as required by code.
6. BMI will Perform Chlorination and Biological Test
7. BMI will Backfill and Complete Trenching.
8. BMI will Perform Final Flow Test on System.
9. BMI will prepare to move onto next phase.

WARRANTY

Contractor warrants that the components comprising the Fire Suppression System as provided herein will be free of defects in materials and workmanship for a period of five (5) years from the date of shipment. If within the warranty period the materials are found to be defective, the Owner must provide written notice of such defects within ten (10) days from the date the defects are discovered. Owner's sole and exclusive remedy for defective materials and workmanship is limited to the repair or replacement of the defective item by Contractor. Contractor is not liable for consequential or incidental damages resulting from such defects. Contractor hereby disclaims any and all implied warranties, including but not limited to warranties of merchantability or fitness for a particular purpose.

Contractor's warranty also excludes coverage for any loss, liability, damage or defect caused by abuse, misuse, accident, neglect, improper or insufficient maintenance, or to any equipment or products which have been repaired or altered by any person not authorized by Contractor.

EMERGENCY REPAIR & MAINTENANCE

In the event of equipment malfunction, BMI shall send a representative within 24 hours to assess the damage. If within the warranty period the materials are found to be defective, the Owner must provide written notice of such defects within ten (10) days from the date the defects are discovered. Any non-warranty repairs, approved by BMI will be charged on a time and materials basis. In the event of request for maintenance or non-urgent repairs, BMI will schedule an on-site meeting to review any requests and charge the work on a time and material basis.

PROJECT APPROACH- TEAM STRUCTURE

BMI has assembled a construction team under a single responsible entity, or the "Prime Contractor". As the Prime Contractor, Bellingham Marine will self-perform all tasks. From this position, we have total control over the key elements that can impact a project's critical path and delay completion- product quality, constructability, and project timing. Because of the interdependencies of the dock system, utilities and other components, we have found that repairs on marinas are best handled by a company that performs these tasks on a regular basis.

As an experienced single source contractor, Bellingham Marine incorporates a strong team of field personnel who know marinas. Bellingham Marine assigns portions of the work in a manner that ensures efforts are not duplicated. Bellingham Marine's team is made up of an expert group of marina builders, which assures the owner the best quality, commitment, and expertise available in the marina industry. The system will be installed by BMI, which possesses a Class C-16 contractor's license.

This section describes the BMI personnel who will be primarily responsible for the rehabilitation of the fire suppression system.

ALLOCATION OF WORK

The entire scope of work proposed for the Downtown Shoreline Marina Fire System Rehabilitation Project falls within Bellingham Marine's capabilities and service offerings. From what we understand of the scope of the project, we are currently planning to self-perform 100% of the required work with the exception of chlorination and pumper truck service firm.

SUBCONTRACTORS

BMI will utilize a pumper truck service firm to perform a fire flow test and chlorination services.

STAFFING

Project construction activities will be directed by the project superintendent who will function through the on-site construction office. Bellingham Marine's SW Division office, located in Dixon, CA, will provide supplemental administrative support.

Bellingham Marine's SW Division has several project managers, several project superintendents and a large skilled labor force who specialize in dock demolition and installation, pile driving and utility installation. We will pull from our pool of employees and assign crews to the job as required to meet scope and schedule requirements.

Jim Puder, General Manager of the Southwest Division, will serve as the lead contact and Executive-In-Charge. Other key employees of BMI include Eric Noegel, serving as Project Coordinator during the design phase of the project, and one of several qualified Project Managers during the construction phase of the project.

Our team members are comprised of the following key individuals:

- | | |
|----------------------------|-----------------|
| 1. General Manager | Jim Puder |
| 2. Construction Manager | Chad Lucas |
| 3. Project Coordinator | Eric Noegel |
| 4. Plant Manager | Mark Secrest |
| 5. Quality Control Manager | George Rinderle |

***Please see attached Resumes of Key Personnel, which are included on the following pages.*



James R. Puder, PE
General Manager,
Bellingham Marine Southwest Division

Mr. Puder began his career in construction management with Turner Construction by building a variety of multi-million dollar projects. His first project as construction manager was the Contra Costa County Detention Facility in Northern California valued at approximately \$26 million dollars. In 1981, Mr. Puder focused his construction knowledge to design/building a variety of marina projects. He managed marina projects from the stages of early design throughout the final punch list including such well-known marinas as:

- Brisbane Marina (City of Brisbane, CA)
- Pillar Point Harbour—Phases 1 & 2 (San Mateo County, CA)
- South Beach (San Francisco Redevelopment Agency, CA)
- Antioch Marina (City of Antioch, CA)
- San Leandro Marina (City of San Leandro, CA)
- Cabrillo Yacht Club Marina (San Pedro, CA)
- H and M Sportfishers (San Diego, CA)

In 1991, Mr. Puder opened his own construction firm specializing in the installation of concrete dock systems. He performed many successful installations of BMI marinas throughout the country, including:

- Suisun Marina (City of Suisun, CA)
- Lake Oroville Marina (Lake Oroville, CA)
- Markley Cove Marina (Lake Berryessa, CA)
- Redwood City Marina (City of Redwood City, CA)
- Burton Chace Park (Los Angeles County of Beaches and Harbors, CA)
- Dana Point Youth Facility and Sheriff's Dock (Orange County, CA)
- Baytown Marina (Baytown, TX)
- Port Orchard Marina (Port Orchard, WA)
- Pleasant Harbor Marina (Quilcene, WA)

In 1998, Mr. Puder joined the BMI team as the General Manager of the Southwest Division. He has over 30 years of experience in the design, management, and construction of waterfront and floating structures on the West Coast.

Project Experience

The following is a partial listing of significant project experience where Mr. Puder performed as the Executive-in-Charge of the Project as the General Manager of BMI's SW Division:

- The Harbor at Marina Bay – Executive-in-Charge for 207-slip design/build construction project (Marina del Rey, CA)
- Marina City Club – Executive-in-Charge for 282-slip design/build project (Marina del Rey, CA)
- Cabrillo Way Marina – Executive-in-Charge for 700-slip design/supply project (San Pedro, CA)
- Bair Island Marina—Executive-in-Charge for 100-slip design/build project (Redwood City, CA)
- Pelican Harbour—Executive-in-charge for 100-slip design/build project (Sausalito, CA)
- Ensenada Cruiseport Village Marina— Executive-in-Charge for 212-slip design/supply project (Ensenada, Mexico)
- Hyde Street Pier— Executive-in-Charge for 60-slip marina (San Francisco, CA)
- Loyola Marymount University Floating Boathouse— Executive-in-Charge for 55' x 75' floating boathouse, including design/build floating docks and piling system (Marina del Rey, CA)
- Clipper Yacht Harbor— Executive-in-Charge for design/supply marina docks and floating wave attenuator (Sausalito, CA)
- Balboa Bay Club— Executive-in-Charge for 16 mega-yacht slips, design/build project (Newport Beach, CA)
- Marina Cabo San Lucas Expansion— Executive-in-Charge for design/build project (Cabo San Lucas, Mexico)
- Bellport Marina Harbor— Executive-in-charge for design/build project, 100-slips (Marina del Rey, CA)

Education

BS, Civil Engineering, Carnegie-Mellon University, Pittsburgh, PA.

Registration

California, Registered Professional Civil Engineer

Memberships

American Society of Civil Engineers



Eric L. Noegel

Manager of Project Development,
Bellingham Marine Southwest Division

As Manager of Project Development for Bellingham Marine's Southwest Division, Mr. Noegel is responsible for project support throughout Southern California and Western Mexico. His responsibilities include feasibility analysis, market development, marina assessment, lead sales, contract development, engineering management, and project coordination.

Mr. Noegel is the lead contact for Bellingham Marine's Southwest Division, where his extensive knowledge of engineering practices and customer service strengthens BMI's ability to provide technical assistance to meet each client's needs. He consults with customers to develop plans, evaluates site-specific design criteria, recommends innovative methods, and provides expertise on local market conditions. Mr. Noegel is also an expert on the requirements of the Americans with Disabilities Act (ADA) and assists in designing marina access systems to meet these standards.

Mr. Noegel is a member of the San Diego Port Tenants Association, California Association of Harbor Masters and Port Captains, and is a board member of the Marina Recreation Association. He has been with Bellingham Marine since 1996 and since received his Masters Degree in Business Administration with an emphasis in finance.

Project Experience

The following is a partial listing of significant project experience where Mr. Noegel served as the Manager of Project Development:

- Marina City Club (Marina del Rey, CA)
- The Harbor at Marina Bay (Marina del Rey, CA)
- Alamitos Bay Marina (Long Beach, CA)
- Cabrillo Way Marina (San Pedro, CA)
- Channel Island Harbor Marina (Oxnard, CA)
- Santa Barbara Harbor, Marina One (Santa Barbara, CA)
- Fiddler's Cove Marina (San Diego, CA)
- Loyola Marymount University Floating Boathouse (Marina del Rey, CA)
- Balboa Marina (Newport Beach, CA)
- Balboa Bay Club (Newport Beach, CA)
- Port of San Diego, Police and Transient Dock (San Diego, CA)
- Marina Cabo San Lucas Expansion (Cabo San Lucas, Mexico)
- San Diego-Oceanside High Speed Ferry Dock (San Diego, CA)
- Kona Kai Marina (San Diego, CA)

Education

Bachelor of Science, Civil Engineering, University of Washington, Seattle

Masters of Business Administration, California State University, Sacramento

Memberships

American Society of Civil Engineers

California Marina Recreation Association, Board Member



Mark Secrest

Senior Project Manager,
Bellingham Marine Southwest Division

In 2004, Mark joined Bellingham Marine as a Project Manager. For the first year he worked primarily from the office coordinating activities and managing the company steel fabrication facilities. Early 2006, he was moved into the field to work as a lead construction manager. Mark has had great success in this position and excels at managing complex general contracting projects that require land and waterside work. As a construction manager Mark is responsible for coordination and management of all aspects of a project including communication with stakeholders such as owners, regulatory agencies and subs. He also runs the crews, manages the work of subs and performs take-offs for electrical and plumbing.

Prior to joining Bellingham Marine, Mark worked as a senior-level engineer for the world's largest silicon wafer manufacturer. Mark was responsible for driving continuous improvement by increasing machine capability of process and metrology equipment, analyzing data, and applying principles of lean manufacturing. He also developed a SPC control limits and Out of Control Action Plans for the organization.

Project Experience

The following is a partial listing of significant project experience where Mr. Secrest performed as the Senior Project Manager /Construction Manager:

- Burton Chace Park, Marina del Rey – Senior Project Manager
- Marina City Club, Marina del Rey – Construction Manger
- The Harbor at Marina Bay, Marina del Rey – Construction Manager
- San Diego Harbor Excursion and Horn Blower Docks, San Diego, CA – Construction Manager
- Cabrillo Way Marina, San Pedro, CA – Construction Manager
- Balboa Marina, Newport Beach, CA – Construction Manager
- West Basin Marina, Astoria, OR – Project Manager
- USCG at Morro Bay, Morro Bay, CA – Project Manager
- Paradise Cay, Tiburon, CA – Project Manager
- Marine Emporium Landing, Oxnard, CA– Project Manager
- Channel Islands Landing Marina, Oxnard, CA– Project Manager

Education

BS, Industrial Engineering, University of Washington, Seattle, WA



George Rinderle

Quality Control Manager,
Bellingham Marine Southwest Division

George has over thirty years of engineering experience with leading manufacturing firms. He has applied his education to become not only a respectable engineer, but also an effective manager, stressing customer satisfaction through ISO 9000 Quality System implementation and training. George strives to make not only my position more effective, but to make others the best they can be. In 1995 George formed an ISO 9000 consulting company, AISO, offering client quality program implementation, auditing and training.

Project Experience

- Management and ISO 9000 consulting, auditing, and training (Sacramento, CA)
- ISO 9000 documentation review and preparation (Sacramento, CA)
- Coordination of on-site internal auditor and employee indoctrination training (Sacramento, CA)
- Audit client quality systems to ISO 9000 /QS9000 standards (Sacramento, CA)
- Supervisor of engineering, R&D, CAD, and Document Control Depts. (Fresno, CA) – Director of Engineering
- Manager of Engineering projects for design, schedule and manufacture (Fresno, CA) – Director of Engineering
- Maintenance of departmental ISO 9000 quality program (Fresno, CA) – Director of Engineering
- Maintenance of company quality program system in accordance with ISO 9001 by establishing, reviewing, and auditing functional department procedure manuals
- Trainer of departmental employees on quality system and auditing fundamentals

Education

BS in Mechanical Engineering, 1985 - California State Polytechnic University, Pomona, CA
ISO 9000 Assessor 1996 - Lead Auditor RAB certification

Memberships

See BMI list of memberships and affiliations

COMPANY BACKGROUND

Bellingham Marine (BMI) is a leader in the design, manufacturing, and construction of marinas and related products and services. BMI has installed more than 20 million square feet of floating dock systems throughout the world, including many high profile, landmark projects located in city waterfront centers. Our products and services cover virtually every aspect of the marina industry, from our flagship line of floating moorage to dry-stack storage systems. We have designed and built first class dock systems and corresponding utilities all over the world.

The Bellingham Marine Group is a global company with its corporate headquarters in Bellingham, Washington. Regional offices are established around the world, each operating as an established local company serving its local region (see table on following page).

Over the years Bellingham Marine has developed a reputation for integrity, dedication to quality and for fulfilling its commitments. Our customers benefit from our unequaled 60 years of experience in the marina industry by using our time tested ideas and solutions in fulfilling their individual project needs. Our personnel have an in-depth understanding and experience in the marine development process and how it functions. Members of Bellingham Marine's team have worked to create some of the world's finest marinas.

From mathematical and computer modeling, to wave-tank testing at leading research facilities throughout the world, to a multitude of working examples worldwide, we have repeatedly put our designs to the test. Bellingham Marine can design, manufacture and install both boat handling and dockage systems to provide low maintenance and cost-effective wet and dry moorage systems that will serve our customers for decades to come.

BMI is proud to state that we get things done! There has never been a project in our company's history that we failed to finish. Our success is due to paying close attention to our client's needs, setting and adhering to schedules, and creating innovative solutions to problems that become apparent during the process.

Our clients consist of public and private entities, developers, as well as home owners associations and yacht clubs. We are happy to work with our customers and user groups to make sure everyone enjoys the project. Our commitment to waterfront projects is evident from our reputation in the industry, and we look forward to continuing this tradition with the City of Long Beach.

BMI REGIONAL OFFICES

Each regional office operates as an independent division serving its local region.

BMI Division	Location	Local Region
NW Division	Ferndale, WA, USA	NW region of the USA including western Canada
SW Division	Dixon, CA, USA	SW region of the USA including the west coast of Mexico
SE Division	Jacksonville, FL, USA	SE region of the USA including the Caribbean, east coast of Mexico, Central and South America
NE Division	York, PA, USA	NE region of USA, including Bermuda and eastern Canada
Timber Division	Wilmington, NC	Supplier of Timber docks for USA and Int'l markets
Bellingham Marine Australia	Melbourne, Australia	Australasia
Bellingham Marine New Zealand	Auckland, New Zealand	New Zealand
Bellingham Marine Southeast Asia	Malaysia	Southeast Asia
Bellingham Marine Mexico	La Paz, Mexico	Mexico

Bellingham Marine Central America	Quepos, Costa Rica	Central America
Bellingham Marine Xiamen	Xiamen, China	China
Bellingham Marine Singapore	Singapore	Singapore

- Bellingham Marine Industries, Inc., a Washington State Corporation. Incorporated in 1928.
- Corporate Offices are located at:
1323 Lincoln Street
Bellingham, WA 98226
Phone - 360-676-2800
- Southwest Division Office is located at:
8810 Sparling Lane
Dixon, CA 95620
Phone - 707-678-2385
- Number of Employees:
SW Division - 90 Full Time Employees and 1 Part Time Employee.
BMI Employees (all divisions) - 263 Full Time and 3 Part Time Employees.
Currently 3 BMI Employees reside in Long Beach, CA.
- Location(s) from which employees will be assigned
Members of BMI's team that will tentatively be tasked to the Downtown Shoreline Marina Fire System Rehabilitation Project currently reside in Huntington Beach, Inglewood, Long Beach, Torrance, and Gardena.
- BMI Point of Contact:
James R. Puder, General Manager
8810 Sparling Lane
Dixon, CA 95620
Phone - 707-678-2385

COMPANY STRUCTURE- FINANCIAL STABILITY

Bellingham Marine is a financially stable, fully bondable company that is vertically integrated and has deep roots in California. We've built many long lasting relationships over the 60 years we've been operating locally and have proven to be a partner that marina owners can count on during the construction of their project as well as far into the future. In fact, Bellingham Marine is just completing the epic rebuild of Alamitos Bay Marina valued at over \$100 million dollars this this year.

*** Please see attached Proof of Bondability*

***Please see attached Letter from BMI's Banking Institution*

CLAIMS, LIENS OR SUITS

Bellingham Marine is the world's largest marina construction company, doing business in multiple states and abroad. Bellingham performs work on hundreds of projects worldwide on an annual basis.

During the past ten years, Bellingham Marine has completed thousands of projects throughout the United States and internationally. Naturally, when a contractor engages in business in this type of volume, some disputes will arise.

That said Bellingham Marine is not involved in any current litigation nor any legal matters, which in any way would impair Bellingham's ability to perform on your project at a superior level.

Due to the extensive nature of our operations, it would be next to impossible to provide an exhaustive list of the information requested. Notwithstanding this, BMI's litigation history is a matter of record, and is ascertainable via public records searches.

RECENT RELEVANT EXPERIENCE

Project Name: Alamos Bay Marina Rehabilitation
Location: Long Beach, CA
Owner: City of Long Beach, Department of Parks, Recreation & Marina Bureau
Contact: Elvira Hallinan – Elvira.hallinan@longbeach.gov / 562-570-3215
Description: 8 Phases have been completed and turned over to the Owner. The final phase, phase 8, was completed February 2018. Complete replacement of the existing 1,967 slip marina over a 10 year period.
Contract Number: 31687
Contract Value: \$96 Million to date
Actual Completion: February 2018

Project Name: Anchorage 47 Dock Replacement
Location: Marina del Rey, CA
Owner: County of Los Angeles – Department of Public Works
Contact: Salim B. Sioufi, Project Manager – ssioufi@dpw.lacounty.gov / 626-458-5100
Description: Removal of existing aged, outdated dock and replacement with a new dock system consisting of 11 newly reconfigured docks with 253 new slips. Including trenching, earthwork, concrete construction for gangway abutments and fixed pier, new promenade.
Contract Number: 7219R1
Final Contract Amount: \$11,411,023
Original Completion: November 12, 2015 – Notice of Substantial Completion
Actual Completion: November 28, 2016 – Final Acceptance

Project Name: Santa Barbara Marina One Replacement Project Phase 5-8
Location: Santa Barbara, CA
Owner: City of Santa Barbara, Public Works Department
Contact: Karl Treiberg – KTreiberg@SantaBarbaraCA.gov - 805-897-2501
Description: Demolition of existing docks including utilities, installation of floating docks including utilities, tying over to existing water, sanitary sewer, electrical and cable/telephone service, and installation of new piles.
Contract Number: 24919
Contract Amount: \$6,825,424
Original Completion: December 2017
Actual Completion: December 2017

Project Name: Marina Park Docks
Location: Newport Beach, CA
Owner: City of Newport Beach – Public Works
Contact: Shannon Levin – Shannon.Levin@ocparks.com , shannon@newportbeachca.gov / 949-270-8158/ 949-923-3796
Description: Installed bearing piles, platforms, gangways, floating docks, a hoist and ancillary equipment and utilities within and adjacent to a previously constructed basin.
Initial Contract: \$2,937,661
Final Contract: \$2,925,743
Original Completion: November 2015
Actual Completion: November 2015

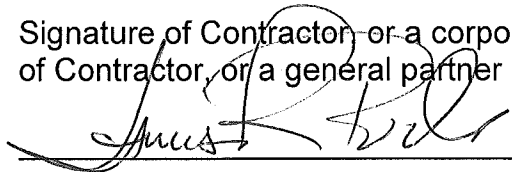
WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Bellingham Marine Industries, Inc.

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



Title: GM

Date: 6/26/19

EXHIBIT "B"

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

1) Workers' Compensation Insurance:

- A. Policy Number: 18K WD32133
- B. Name of Insurer (NOT Broker): Alaska National Insurance Company
- C. Address of Insurer: 100 Pringle Ave #460, Walnut Creek, CA 94596
- D. Telephone Number of Insurer: 415-248-5030

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): Various
- B. Automobile Liability Insurance Policy Number: BA-9B90057A-18-00N
Any Auto Section
- C. Name of Insurer (NOT Broker): The Phoenix Insurance Company
- D. Address of Insurer: One Tower Square, Hartford, CT 06183
- E. Telephone Number of Insurer: 860-277-3966

3) Address of Property used to house workers on this Contract, if any: N/A

4) Estimated total number of workers to be employed on this Contract: 10

5) Estimated total wages to be paid those workers: \$80,000.00

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

Bi-Weekly

(Describe schedule: For example, weekly or every other week or monthly)

7) Estimated total number of independent contractors to be used on this Contract: _____

8) Taxpayer's Identification Number: _____

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

In accordance with the requirements provided in the "Subletting and Subcontracting Fair Practices Act" Division 2 Part 1, Chapter 4 of the California Public Contract Code, the Bidder shall set forth hereon the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater. The prime contractor shall set forth thereon the portion of the work (type and dollar value) that will be done by each subcontractor. The prime contractor shall list only one subcontractor for each portion as defined by the prime contractor in his or her bid. Information requested, other than the sub contractor's name and location of business and the portion of work that will be done by each subcontractor may be submitted by the prime contractor within 24 hours after the deadline for submission of bids.

Name NAK _____ Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name _____ Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name _____ Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name _____ Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

Name _____ Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

APPENDIX "A"

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II – MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III – CERTIFICATION STATEMENT

I hereby certify that I qualify for a *Use Tax Direct Payment Permit* for the following reason: *(Please check one of the following)*

- I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.
- I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a *Use Tax Direct Payment Permit*.

The above statements are hereby certified to be correct to the knowledge and belief of the undersigned, who is duly authorized to sign this application.

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT
(General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Downtown Shoreline Marina Fire System Rehabilitation, as described in Request for Proposals Number PR18-130.

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

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

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Western Surety Company, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Four Hundred Ninety-Seven Thousand Eighty One Dollars (\$497,081) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 19th day of June, 2019.

Western Surety Company

By: [Signature]
Name: Jana M. Roy
CA Lic. No. 0155652
Title: Attorney-in-Fact

Address: 2233 112th Avenue NE, Bellevue, WA 98004

Telephone: (425) 709-3600

Andrew P. Larsen
Attorney-in-Fact

[Signature]
CA Lic. No. 0155652 Signature

BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation

By: [Signature]
Name: James R. Puder
Title: GM

By: [Signature]
Name: Mark Secrest
Title: Assistant Secretary

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

JULY 11, 2019

July 25, 2019

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

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

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

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SOLANO)

On 6/26/19 before me,
Date

A. Angelman Notary Public
Here Insert Name and Title of the Officer

personally appeared JAMES ROYAL POON, MARK EDWARDS SECRET
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature A. Angelman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Trust Agreement 300643 Document Date: 6/19/19
Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Andrew P Larsen, Individually

of Bellevue, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of May, 2018.

WESTERN SURETY COMPANY

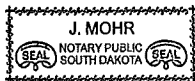


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of May, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19 day of JUNE, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

ACKNOWLEDGMENT BY SURETY

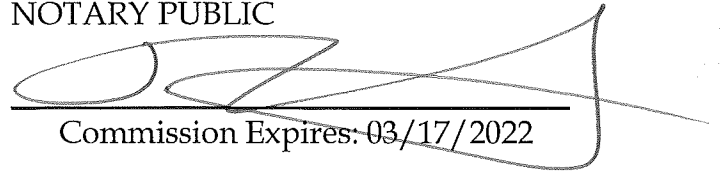
State of Washington)
County of King)

On this 19th day of June, 2019, before me, Roger Kaltenbach notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Jana M. Roy, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Western Surety Company as surety in said instrument, and acknowledged to me that she subscribed the name of said corporation thereto as surety, and her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC



Commission Expires: 03/17/2022

ACKNOWLEDGMENT BY SURETY

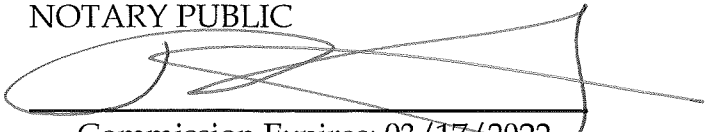
State of Washington)
County of King)

On this 19th day of June, 2019, before me, Roger Kaltenbach notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Andrew P. Larsen, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Western Surety Company as surety in said instrument, and acknowledged to me that she subscribed the name of said corporation thereto as surety, and her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC



Commission Expires: 03/17/2022

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Downtown Shoreline Marina Fire System Rehabilitation, as described in Request for Proposals Number PR18-130.

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

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

NOW THEREFORE, we the undersigned Contractor, as Principal, and Western Surety Company _____ admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Four Hundred Ninety-Seven Thousand Eighty One Dollars (\$497,081)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

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

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the 19th day of June, 2019.

Western Surety Company

By: Jana M. Roy
Signature

Name: Jana M. Roy
Printed Name

Title: Attorney-in-Fact
CA Lic. No. 0155652

Address: 2233 112th Avenue NE, Bellevue, WA 98004

Telephone: (425) 709-3600

Andrew P. Larsen

By: Andrew P. Larsen
Signature
CA Lic. No. 0155652

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

July 11, 2019

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

BELLINGHAM MARINE INDUSTRIES, INC., a Washington corporation

By: [Signature]
Signature

Name: James R. [Signature]
Printed Name

Title: GM

By: [Signature]
Signature

Name: Mark Secret
Printed Name

Title: Assistant Secretary

*See Attached All Purpose Acknowledgment
4/26/19*

July 25, 2019

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
City Manager/City Engineer

NOTE:

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

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of SOLANO)

On 6/26/19 before me,

A. Angelman Notary Public

personally appeared

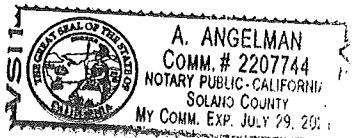
James Round Pover, Mark Edwards SECRET

Here Insert Name and Title of the Officer
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: Bond 30068433 - Las & Mar Document Date: 6/19/19
Number of Pages: 2 Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:
Signer's Name:
[] Corporate Officer - Title(s):
[] Partner - [] Limited [] General
[] Individual [] Attorney in Fact
[] Trustee [] Guardian or Conservator
[] Other:
Signer Is Representing:

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Susan B Larson, Deanna M French, Ronald J Lange, Scott Fisher, Elizabeth R Hahn, Jana M Roy, Scott McGilvray, Mindee L Rankin, Roger Kaltenbach, John R Claeys, Guy P Armfield, Andrew P Larsen, Individually

of Bellevue, WA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

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

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of May, 2018.

WESTERN SURETY COMPANY

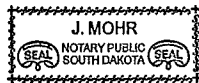


Paul T. Brufat
Paul T. Brufat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 3rd day of May, 2018, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19 day of JUNE, 2019.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

ACKNOWLEDGMENT BY SURETY

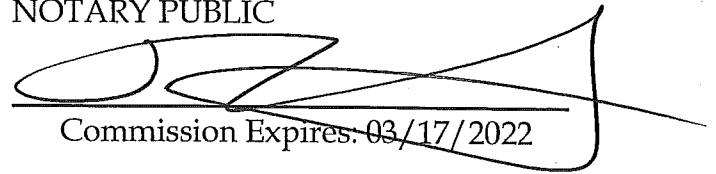
State of Washington)
County of King)

On this 19th day of June, 2019, before me, Roger Kaltenbach notary public in and for the State of Washington, with principal office in the County of King, residing therein, duly commissioned and sworn, personally appeared Jana M. Roy, known to me to be the person whose name is subscribed to the within instrument as the attorney-in-fact of Western Surety Company as surety in said instrument, and acknowledged to me that she subscribed the name of said corporation thereto as surety, and her own name as attorney-in-fact.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



NOTARY PUBLIC

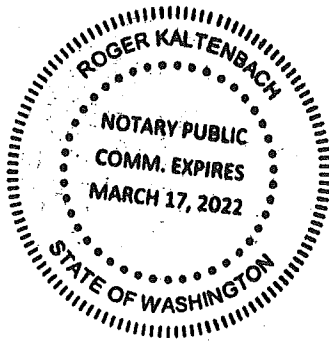

Commission Expires: 03/17/2022

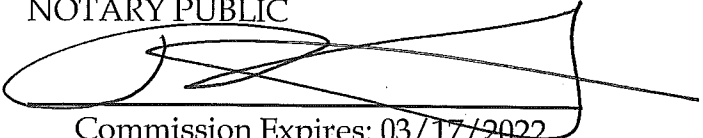
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NOTARY PUBLIC

Commission Expires: 03/17/2022