

BID NUMBER ITB LB 17-068

TO: CITY OF LONG BEACH  
CITY CLERK  
ATTN: TRACI FITZHARRIS  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



**INVITATION TO BID**

**AS-NEEDED CITYWIDE FENCING**

CONTRACT NO.

**34699**

**1. COMPLETE CONTRACT:**

This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.

**2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:**

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

**3. AMOUNT TO BE PAID:**

The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.

**4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**

When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.

**5. DECLARATION OF NON-COLLUSION:**

The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: LA PUENTE CA ON THE 10 DAY OF MAY, 20 17  
CITY STATE MONTH

COMPANY NAME: ACE FENCE COMPANY TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 727 N GLENDORA AVE. CITY: LA PUENTE STATE: CA ZIP: 91744

PHONE: 626-333-0727 FAX: 626-333-7843

S/ *America Tang* V- PRESIDENT  
(SIGNATURE) (TITLE)

AMERICA TANG AMERICATANG@ACEFENCECOMPANY.COM  
(PRINT NAME) (EMAIL ADDRESS)

S/ *Wayne Wong* SECRETARY/OPERATION MANAGER  
(SIGNATURE) (TITLE)

WAYNE WONG WAYNEWONGACE@YAHOO.COM  
(PRINT NAME) (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY *[Signature]*  
Director of Financial Management

7/26/17  
Date

APPROVED AS TO FORM

7-27, 2017

CHARLES PARKIN  
CITY ATTORNEY

*[Signature]*  
Deputy

**BID NUMBER ITB LB 17-068**

The City of Long Beach is committed to provide maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**The following information is submitted regarding the Bidder:****Legal Form of Bidder:**

Corporation ☐ State of CA  
Partnership ☐ State of \_\_\_\_\_  
General ☒ Limited ☐  
Joint Venture ☐  
Individual ☐ DBA \_\_\_\_\_  
Limited Liability Company ☐ State of \_\_\_\_\_

**Composition of Ownership (more than 51% of ownership of the organization):****OPTIONAL****Ethnic (Check one):**

☐ Black ☒ Asian ☐ Other Non-white  
☐ Hispanic ☐ American Indian ☐ Caucasian

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

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

Is the firm certified as a Disadvantaged Business: ☐ Yes ☒ No

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

☒ Yes ☐ No

Name of certifying agency: \_\_\_\_\_

CITY OF LA

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# ACKNOWLEDGMENT

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

State of California  
County of Los Angeles

On May 10th 2017 before me, Cristina Melgarejo, Notary Public  
(insert name and title of the officer)

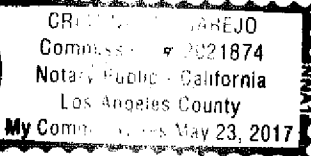
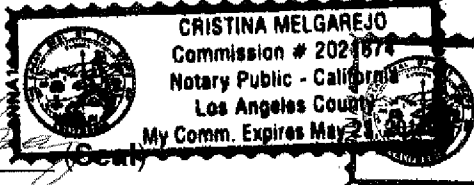
personally appeared America Tanig  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s)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

Cristina Melgarejo  
(Seal)



## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☒ CORPORATE OFFICER  
\_\_\_\_\_  
TITLE(S)  
☐ PARTNER(S) ☐ LIMITED  
☐ ATTORNEY-IN-FACT ☐ GENERAL  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER:  
\_\_\_\_\_  
\_\_\_\_\_

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

### DESCRIPTION OF ATTACHED DOCUMENT

Bid  
TITLE OR TYPE OF DOCUMENT

2  
NUMBER OF PAGES

10-5-17  
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE  
\_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**

**1. PREPARATION OF BID:**

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

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

**2. EXAMINATION OF BID:**

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

**3. CONDITIONS OF WORK:**

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

**4. DISCREPANCIES IN BID DOCUMENTS:**

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

**5. ORAL STATEMENTS:**

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

**6. BRAND NAMES AND SPECIFICATIONS:**

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

**7. AWARD:**

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

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

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

**8. PAYMENT:**

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

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

**9. SAFETY APPROVAL:**

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

**10. 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](http://www.longbeach.gov/finance/business_license).

**INSTRUCTIONS TO BIDDERS**

**11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlrs> for such prevailing wages and additional information.

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

**12. RIGHT TO REJECT:**

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

**13. SAMPLES:**

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

**14. PRICES:**

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

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

The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services.

**SUBCONTRACTORS**

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

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

Company Name: ACE FENCE COMPANY

Address: 727 N GLENDORA AVE LA PUENTE CA 91744

Commodity/Service Provided: FENCING SUPPLIER/INSTALLER  
Circle appropriate designation: MBE WBE

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

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

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

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid document shall be uploaded as a general attachment.

Bids may be withdrawn at any time prior to the bid due date via the Bid Management System.

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for companies located outside the State of California)

**CITY OF LONG BEACH**  
**CITY CLERK – ATTN: TRACI FITZHARRIS**  
**333 W OCEAN BLVD/PLAZA LEVEL**  
**LONG BEACH CA 90802**

**BID DUE DATE: May 11, 2017**  
**TIME: 11:00 AM**

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

<u>TRACI FITZHARRIS</u>	<u>(562) 570-5384</u>
BUYER	TELEPHONE NUMBER

**17. BID OPENING PROCEDURES:**

All bids are publicly opened and will be posted on the City's online system at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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

**INSTRUCTIONS TO BIDDERS**

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days following the electronic notification of intent to award.

**18. INTER-AGENCY PARTICIPATION:**

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

YES   X   NO           

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

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

All Bidders/Proposers shall complete and return, with their bid/proposal, the Equal Benefits Ordinance Compliance form contained in the Attachment/Appendix. Unless otherwise specified in this procurement package, Bidders/Proposers do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder/Proposer that is selected for award of a contract.

**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.

7. Contractor shall 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 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 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.

8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.

**CONTRACT – GENERAL CONDITIONS**

9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or charges for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.
14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City



**CONTRACT – GENERAL CONDITIONS**

does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.

25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:**

**INSURANCE:** As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer 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

**CONTRACT - GENERAL CONDITIONS**

(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 City's Risk Manager:

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

**Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.**

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

**INDEMNITY: To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.**

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

**CONTRACT – GENERAL CONDITIONS**

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

THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE CONTRACTOR IS TO PERFORM WORK FOR THE CITY OR ON CITY PROPERTY:

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and; in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

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.

**PROJECT OVERVIEW**

The City of Long Beach is soliciting bids for furnishing materials, parts and labor for as-needed installation of permanent and temporary fencing, removal of old fencing, altering or repairing existing fencing and any related work, excluding masonry walls, to that end at various locations citywide.

Contractor must have been in business successfully and satisfactorily providing similar services during the last five (5) years.

The estimated annual expenditure for fencing citywide is \$800,000. The City reserves the right to award portions of this bid to one or more vendors.

**BID TIMELINE** – All times are Pacific Time

Bid release date:	April 10, 2017
Questions due:	April 18, 2017 by 4:00 PM
Response from City to bidder:	April 26, 2017 by 4:00 PM
Bid due date:	May 11, 2017 by 11:00 AM

**BID SUBMISSION INSTRUCTIONS**

It is recommended that bidders visit the City's website [www.longbeach.gov/purchasing](http://www.longbeach.gov/purchasing) on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- ☒ Debarment Certification Form (Attachment A)
- ☒ Reference List (Attachment B)
- ☒ W-9 Form (Attachment C)
- ☒ Equal Benefits Ordinance (EBO) Compliance Forms (Attachment D)
- ☒ Insurance Requirement (Attachment E)
- ☒ Secretary of State Certification Print-Out (Attachment F)
- ☒ Designation of Subcontractors Form (Attachment G)
- ☒ Photocopy of Contractor's License

**METHOD OF SUBMISSION:**

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

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

**BID NUMBER ITB LB 17-068**

Bid cover page shall be signed in ink and included with all pages of the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted. Please see Instructions Concerning Signatures on page 2.

Pricing shall be submitted electronically on the Line Items tab.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

**In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:**

1. Original bid cover page (signed in ink)
2. A notarized California All-Purpose Acknowledgment Form (for all companies located outside the State of California)

City of Long Beach  
C/O City Clerk  
Attn: Traci Fitzharris  
333 West Ocean Boulevard, Plaza Level  
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope or box as follows:

**ITB LB 17-068 As-Needed Citywide Fencing**

**Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, May 11, 2017. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) ATTN: Traci Fitzharris with the bid number in the subject line of the email message.

**REFERENCES**

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar items and quantities. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer's references will result in rejection of bids. See Reference Information Form (**Attachment B**).

**AWARD**

The City prefers to award to a single contractor but reserves the right to award contracts to multiple vendors. The City reserves the right in its sole discretion to award all items to one bidder, or to award

## **BID NUMBER ITB LB 17-068**

separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder(s), taking into consideration the bidder's experience, quality, and adaptability in respect to the requirements of the specifications for the products proposed. Bid completeness, clarity, accuracy, and compliance with City requirements shall also be determining factors of award.

### **RIGHT TO REJECT BID**

The City reserves the right, in its discretion, to reject any and all Bids and, to the extent not prohibited by law, to waive any minor irregularity or informality in any Bid that does not affect the validity of the Bid or does not give the bidder a competitive advantage over other bidders.

### **BID PROTEST PROCEDURES**

#### **Who May Protest**

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

#### **Time for Protest**

A bidder desiring to protest a bid shall file the protest 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 the business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract.

#### **Form of Protest**

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3<sup>rd</sup>) business day.

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

The procedure and time limits set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. The bidder's failure to comply with these procedures shall

**BID NUMBER ITB LB 17-068**

constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

**LICENSES & PERMITS**

**Contractor's License**

The undersigned hereby declares that he/she is a Contractor and has been in business for \_\_\_\_\_ years; has a valid State of California Contractor's License sufficient to qualify as a Contractor in this case and a current City of Long Beach Business License.

The Contractor shall hold a valid **C-13 Fencing** Contractor's License at the time of bid submission.

California's Contractor's License No.: 996577 Expires 9/30/2018  
Classification A,B & C-13.

Other License No.: \_\_\_\_\_ Expires \_\_\_\_\_

Bidder shall include a copy of their Contractor's license or printout from the California Contractor's website showing a valid license at [www.cslb.ca.gov](http://www.cslb.ca.gov) with their bid.

All permits and licenses necessary to perform fencing installation, repair and removal shall be secured by the Contractor at the Contractor's own expense.

**Department of Industrial Relations (DIR) Registration**

Contractor's DIR Registration No.: 100004092 Expires JUNE 30, 2017

**Long Beach 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](http://www.longbeach.gov/finance/business_license).

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach,

For more information, contact the Business License Section at 562-570-6211 or by e-mail to [lbbiz@longbeach.gov](mailto:lbbiz@longbeach.gov).

Long Beach Business License Number:

**(Only Required Upon Notification of Award)**

**BOND PROVISIONS**

**Labor and Materials Bond**

The successful bidder shall submit a Labor and Materials Bond for 100 percent of cost of bid if the total bid amount is more than \$25,000. Successful bidder shall only be required to submit bond if award is made and notice given by the City. The bond will be issued to the City of 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 (**Attachment H**).

**Faithful Performance Bond**

The successful bidder shall submit a Faithful Performance Bond for 100 percentage 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 (**Attachment I**).

**Bond Instructions**

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).

**Notarial Acknowledgments Required with Bonds**

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

**ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

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

**ORDER OF PRECEDENCE**

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



**ACCESS TO CONTRACTOR'S RECORDS**

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

**AMERICANS WITH DISABILITIES ACT**

The Awarded Vendor 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 Vendor 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 Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The Awarded Vendor 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).

**COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT**

The Awarded Vendor 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).

**COMPLIANCE WITH DAVIS-BACON ACT**

The Awarded Vendor 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.

**COPYRIGHT**

The Awarded Vendor 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 Vendor shall comply with 25 CFR 85.34

**DRUG-FREE WORKPLACE**

The Awarded Vendor 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.

**BID NUMBER ITB LB 17-068****ENERGY EFFICIENCY**

The Awarded Vendor 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).

**ENVIRONMENTAL LEGISLATION**

The Awarded Vendor 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).

**MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH**

In accordance with CalOES/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 Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors 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 44 CFR §13.36(e).

**NATIONAL PRESERVATION ACTS**

The Awarded Vendor 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)

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY**

The Awarded Vendor 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 Vendor 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. § 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 Vendor into any subcontract exceeding \$10,000.

**PATENT RIGHTS**

The Awarded Vendor 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.

## **BID NUMBER ITB LB 17-068**

### **PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT**

The Awarded Vendor 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 Vendor 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 Vendor and all other pending matters are closed.

### **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."

### **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)).

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

### **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](http://www.sam.gov)).

### **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. 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. The Prevailing Wage Determination in effect for this contract will be 2017-1. 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]**

**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 (submitted on or after March 1, 2015) 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 (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.

**CERTIFIED PAYROLL SUBMISSION TO THE CITY OF LONG BEACH**

Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach. Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system. Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software may be capable of generating a 'comma delimited file' that will interface with the software. This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

**EQUAL BENEFITS ORDINANCE**

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. Please visit the City's website at [http://www.longbeach.gov/finance/business\\_relations/default.asp](http://www.longbeach.gov/finance/business_relations/default.asp) for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See Attachment D.

**INSURANCE**

See Requirements on page 10, Section 30 and Attachment E.

**REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE**

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See Attachment F. Please include a printout of your business entity from the website.

**FUTURE AMENDMENTS**

The City reserves the right to add and/or delete items, which may become necessary. Any such revisions shall be accomplished by written authorization approved by the City Purchasing Agent or her designee.

**VALIDITY**

The invalidity, unenforceable or illegality of any provision of the contract shall not render the other provisions invalid, unenforceable, or illegal.

**CONTRACT PERIOD**

The Contract term shall be thirty-six (36) months from the date of award or expiry of the current contract unless the City determines, in its sole discretion, that a later commencement date is necessary, in which case the City will notify the Bidder of such date upon award of the Contract.

**RENEWALS**

It is agreed that, if the City intends to renew this Contract, the City shall so notify the Contractor 90 days prior to the expiration date. The Contractor shall be required to submit any proposed price increases to the City Purchasing Agent for approval at least 60 days prior to expiration of the Contract. Said notice shall show the item number, price, Contract number, and purchase order number. The City reserves the right to accept or reject any price increase, and to cancel the renewal notice if price increases are not acceptable.

This Contract is subject to extension for two additional one (1) year periods from the date of expiration of this Contract, at the option of the City in accordance with the option granted in your bid.

**INDEPENDENT CONTRACTOR**

The Contract between City and Contractor is not intended and shall not be construed to create the relationship of principal agent, servant, employee, partnership, joint venture, or other association, as between the City and Contractor. The Contractor understands and agrees that all persons furnishing services to the City pursuant to this Contract are, for purposes of worker's compensation, employees solely of Contractor and not of the City. The Contractor shall bear the sole liability for furnishing worker's compensation benefits to any person for injuries arising from or connected with services provided to the City hereunder.

**WORKING HOURS**

Nonemergency work shall be performed between the hours of 7:00 am and 4:30 pm Monday through Friday, unless directed otherwise by the City.

Contractor may be requested to provide services at any time (24 hours a day, seven days a week).

Contractor shall work expeditiously and continuously on the project until all work is completed.

Prior to the commencement of any work, Contractor shall prepare and submit to the City's representative or designee a schedule of working hours for all employees working on City sites.

**OVERTIME RATES**

The unit prices to be bid shall include labor costs at "straight time" hourly rates. However, the need may arise for services outside the normal working hours. Contractor shall provide overtime/holiday hourly rates in the Line Items tab as part of bid submission.

## **PRICING**

No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.

**Pricing shall be fixed during the first one (1) year period of the Contract**, with the option for a price increase during the second and third years. Contractor shall be required to submit documentation to provide justification for any increases based on the Consumer Price Index (CPI) or manufacturer increases that are out of control of the Contractor. The City reserves the right to accept or reject any price increase, and to cancel the contract if price increases are not acceptable.

Prices must include all cost, including materials, installation, permits, freight, handling, fees, etc.

Prices shall not include sales tax. Contractor shall pay all taxes assessed against any equipment or property used or required in connection with the performance of concrete grinding and saw cutting sidewalks.

All pricing based on 6' height and "straight time" hourly rates, unless otherwise stated. All pricing including labor shall be bid at prevailing wage rates, unless otherwise specified (i.e. temporary fencing).

**PLEASE ENTER PRICING IN PLANETBIDS.**

## **PAYMENT TERMS**

Net30. \_\_\_\_\_ % discount in \_\_\_\_\_ days.

## **MISCELLANEOUS MATERIALS & PURCHASES**

Contractor shall furnish all materials and parts to perform maintenance and repairs. Contractor shall charge a percentage mark-up over actual cost for materials and parts. A copy of the original materials/parts invoice will be required. **Rate shall not exceed 15%.**

City employees shall be authorized to purchase miscellaneous items not listed herein up to a maximum of \$1,000.00 per order. The City reserves the right to negotiate a fair and reasonable price for any items not separately listed below.

## **ADDITIONAL CHARGES**

Bidder shall not charge any fees or charges for restocking or service fees for incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.

## **ADDITIONAL WORK**

The City reserves the right to negotiate a fair and reasonable price for any additional work not covered in these specifications. No additional work shall be performed without the written authorization of the City.

## **CONTRACTOR'S REPRESENTATIVE**

The Contractor hereby designates WAYNE WONG (insert name or title), as his or her designee, to act as its representative for the performance of the contract as the "Contractor's Representative". The Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Contract. The Contractor's Representative shall supervise and direct the services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions for the services under this Contract.

The Contractor's Representative, shall be properly licensed and have the experience to perform the work called for under this Contract.

The Contractor's Representative shall be available at all times during regular working hours throughout the contract duration to respond in person to any party initiating construction related complaints. Said authorized representative shall be present at the site of work at all times while work is actually in progress. Contractor shall respond to calls within twenty-four (24) hours after call is placed by the City.

## **SUBCONTRACTING**

No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract. In the event of such a default, the City may immediately terminate this contract.

In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties.

In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the City of Long Beach. All provisions of that prime contract shall apply to this subcontract."

The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the contract. All permits and licenses necessary to the performance of carpet replacement shall be secured by the Contractor at the Contractor's own expense. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services.

Bidder shall list the name and location of the place of business of each Subcontractor who will be a supplier/perform work for the bidder in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list of all known Subcontractors shall be submitted with the bidder's bid (**Attachment G**).

Does this bid include the use of subcontractors?

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

Initials WW

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services in **Attachment G**.
- b) References as specified on **Attachment B** must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- d) Primary Contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 10, Section 30 C and **Attachment E**.

Contractor shall indemnify, defend, and hold harmless the City and its employees and agents from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

#### **CONTRACTOR'S STAFF**

Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein.

Contractor shall provide identification tags for all personnel working on site. Personnel shall wear identification tags at all times.

#### **NON-INTERFERENCE**

The Contractor shall not interfere with the public use of the sites and shall conduct its operations so as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.

#### **COMPLIANCE WITH LAWS**

Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the contract, or which may become effective before the expiration of the contract, the Contractor shall report the same in writing to the City.

#### **MATERIALS RECALL**

Contractor shall notify the City when a recall is imposed on any material furnished by Contractor. Notification shall include the reasons for the recall and procedures for replacement and the disposition of the recalled material.



## **EQUIPMENT AND EQUIPMENT OPERATIONS**

The equipment used by Contractor shall meet all applicable federal and state requirements, regulations and codes related to equipment used in the work specified herein. The work crew shall provide sufficient equipment to avoid work stoppage. All of Contractor's personnel shall be licensed as required by local, State or Federal regulations, experienced and properly trained to safely and efficiently operate all of the equipment to be used to perform the work specified herein. All vehicles and equipment used in the course of fulfilling the work specified herein shall have appropriate company identification, visible to all observers, to identify vehicles as being owned by the Contractor.

## **SAFETY PRECAUTIONS**

Contractor shall provide, at its own cost and expense, all other equipment for performing work at all job sites. Contractor shall at all times ensure the safety of the public, City employees, elected and appointed officials, and others, by posting safety warning signs, safety tape, barricades, traffic cones, or other warning devices around job sites prior to and during the performance of work. Contractor's personnel must wear personal protective equipment at all times when performing work. In all situations, the Contractor must conform to all Occupational Safety and Health Administration (OSHA) and Industrial Safety Order rules and regulations while performing services.

## **WARRANTY**

Contractor shall warrant that all materials furnished shall be new and shall be of quality material. Used, reconditioned, or discontinued model and materials are not acceptable.

Contractor shall guarantee items furnished and installed under these specifications against defects in material and workmanship for a period of two (2) years after the date that the item is placed in Service. Contractor shall repair or replace any defective items during the warranty period at its own cost and expense, without cost to the City.

Contractor shall provide all manufacturers' material warranty information to the City.

## **TEMPORARY SUSPENSION OF WORK**

City's representative or designee shall have the authority to suspend work wholly or in part for such period as may be necessary due to inclement weather, hazardous or unsuitable work conditions, failure of the Contractor to carry out instructions, or to perform any provisions of the specified work herein. City's representative and Contractor shall mutually determine a resolution and Contractor shall resume work when conditions permit.

Contractor or its designated representative shall have the authority to suspend work wholly or in part for such period as may be necessary due to inclement weather, hazardous or unsuitable work conditions, or failure of City-provided equipment. City's representative and Contractor shall mutually determine a resolution and Contractor shall resume work when conditions permit.

Contractor and City's representative shall notify each other, at the earliest time possible, of any situation that temporarily causes work to be suspended.

**DEFAULT BY CONTRACTOR / TERMINATION**

The City may terminate this contract without liability for damages when, the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the contract, and has not otherwise cured such default after a period of ten (10) working days upon notice given by the City to do so.

**PROPERTY PROTECTION**

The Contractor shall become familiar with all existing installations on the work sites and shall provide appropriate safety signs and barriers to mark work areas. Any damage to property from any cause, which might have been prevented by the Contractor, Contractor's employees or agents shall be repaired at the Contractor's own cost and expense.

The Contractor shall take all reasonable precautions to ensure that City property, buildings, grounds, equipment, furnishings, trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of the construction are properly protected from damage at all times. Reasonable precautions may include, but are not be limited to, protective tarps placed over objects or items, objects or items carefully moved away from work areas, or other such actions that may be necessary to prevent damages.

The Contractor shall be responsible for any damages caused by actions of its personnel during the course of setting up, working, or removing from work sites, its equipment, materials, and supplies.

The Contractor shall notify the City's representative or designee immediately if damage has occurred and shall have repairs completed within ten (10) working days of notification of corrective action. A determination shall be made by City's representative to perform, modify, delay, or delete services as appropriate.

**DAMAGE CAUSED BY THE CONTRACTOR**

If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

**CLEAN UP**

The Contractor shall, at the end of each workday, clean the site of all rubbish. Any unused materials or equipment incidental to the work shall be stored in a protected and safe manner approved by the City, or removed from the site.

After the work is complete, the entire area shall be cleaned of rubbish and excess materials and left in a condition acceptable to the City.

The Contractor shall not use the City's refuse containers to dispose of materials considered to be waste. The Contractor shall properly dispose of all waste materials pursuant to Federal, State, Local regulations.

**EXAMINATION OF SITE AND WORK**

Prior to commencing any work under this Contract, Contractor shall examine carefully the existing conditions of the site and compare to the Contract documents. Contractor shall immediately notify the City in writing of any error, inconsistency, omission or other discrepancy between the existing conditions of the site and the Contract documents. Once the Contractor has commenced work, it will be deemed that the existing conditions have been accepted by the Contractor as correct and satisfactory for the Work specified herein.

**INSPECTION**

Contractor shall notify the City of completion of Work. The City will have ten (10) days to inspect finished job for workmanship, appearance, proper functioning and conformance to all requirements of this specification. If deficiencies are detected, the Work will be rejected and the Contractor will be required to make necessary repairs, adjustments or replacement at no additional cost to the City.

Contractor will have two (2) days from the time of notification to correct improper or unsatisfactory work. In the event said work is not corrected within the time specified above, and in addition to any other actions/remedies permitted by law, the City shall have the immediate right to complete the Work to its satisfaction and shall deduct the cost to correct said work from the Contractor's invoice.

**BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment shall be made against the BPO release number. The Contractor must reference the BPO release number and not the BPO number on all invoices.

The Contractor shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does not specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

**METHOD OF BILLING**

An account should be created for each Department that places orders.

1. Long Beach Airport, 4100 Donald Douglas Dr., 90808
2. Development Services Department, 333 W. Ocean Blvd., 90802
3. Fire Department, 3205 Lakewood Blvd., 90808
4. Financial Management, Fleet Services Bureau, 2600 Temple Ave., 90806
5. Harbor Department, 4801 Airport Plaza Dr., 90815
6. Parks, Recreation & Marine, 2760 Studebaker Rd., 90815
7. Police Department, 400 W. Broadway, 90802
8. Public Works, Public Service Bureau, 1651 San Francisco Ave., 90813
9. Water Department, 1800 E. Willow Rd., 90807

Other Departments may be added as new accounts at any time during the contract period.

**INVOICING**

Each invoice shall contain:

1. Purchase Order Number
2. Items purchased, including manufacturer's number
3. Any applicable discounts, prices and sales tax
4. Net payment information (i.e. Net30)
5. Name of person filling the order

Any invoices submitted that do not contain information required by the City will be rejected until resubmission of documents has been completed according to these standards. **No payments will be made on a statement balance.**

**CONFLICT OF INTEREST**

Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

**WAIVER**

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

**VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact for order placement, order problems or special needs, etc. (must have a person's name).

Contact Name: WAYNE WONG

Contact Direct Phone: 626-602-5658

Contact Fax: 626-333-7843

Contact Email: WAYNEWONGACE@YAHOO.COM

**VENDOR'S EMPLOYEES**

For statistical purposes only, please provide the following information below regarding your company's employees.

Specify the number of current full-time employees residing in Long Beach: \_\_\_\_\_.

Specify the number of current part-time employees residing in Long Beach: \_\_\_\_\_.

## SPECIFICATIONS

### SCOPE OF WORK

Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the installation of temporary and permanent fencing, removal of old fencing, alteration or repair of existing fencing and any related work, excluding masonry walls, to that end, to various locations throughout the City on an as-needed basis.

This Contract is intended to provide to the City complete and finished work and, to that end, Contractor shall do everything necessary, with the City's approval, to complete the work, whether or not specifically described in the Contract Documents.

### GENERAL DESCRIPTION OF WORK

Contractor shall obtain a City of Long Beach building permit for each project.

Contractor shall remove earth, trees, brush, and other obstructions that interfere with fence construction, with the approval of the City's Designee. Contractor may be required to grade small amounts of ground to accommodate new fencing.

Contractor shall provide a 24-hour call-back service to be furnished on request. Response time to emergency calls shall not exceed two (2) hours, after being reported to the Contractor. Response time means that a serviceman shall be on the job and prepared to work within the time allowed after notification by the City.

Contractor shall connect new fences to existing fences (where applicable). Contractor shall place a corner post with a brace for each direction of strain at each junction with an existing fence. Contractor shall fasten wire in the new and existing fences to each post.

Contractor may be required to remove, protect and/or replace fixed items on existing fencing (i.e. signs, conduits, utility lines).

Contractor shall crown each concrete footing to shed water. Removal of damaged chain link fence prior to installation of new fencing shall include removal of old footings.

The verification of utility locations (Dig Alert) shall be the responsibility of the Contractor. Special care shall be used in working around or near existing utilities, protecting them when necessary to provide uninterrupted service. Contractor shall be responsible for any damage to underground utilities during the performance of this Contract.

Fencing will be various heights, dependent on job requirement(s).

### PRODUCT SPECIFICATIONS

#### **PERMANENT CHAIN LINK FENCE:**

(All sizes/gauges for pipe posts, rods and wires are outside diameters.)

- All fence material and fittings shall be of high-grade, domestic steel and shall bear markings as being such.
- All chain link fence material and fittings shall conform to CLBSP #124 or GSSPWC, unless otherwise specified.

## SPECIFICATIONS

- All chain link fence orders from Parks, Recreation and Marine and Public Works shall be wave fencing, ranging from five (5) to six (6) feet with a top and bottom rail, 1 ¼" mesh in either blue, green or black. Standard chain link shall only be approved by exception.
- Post spacing is ten (10) feet maximum.
- Corner or end posts shall be Schedule 40, three (3) inches, 9'-9" galvanized steel pipe with extension arm.
- Intermediate posts shall be required at 250-foot intervals and at grade changes exceeding 5%.
- Corner and intermediate posts rail and tension rod panel shall join posts in both directions.
- Line posts must comply with GSSPWC. Each post must be Class B steel. Contractor may omit the anchor plate if the post is set in a concrete footing with a minimum cross sectional dimension of six (6) inches and a depth equal to the full penetration of the post.
- If fence with top rail is specified, Contractor shall delete steel tension wire at top and pipe rails at intermediate, slope, end and corner posts.
- Contractor shall fill clear openings greater than three (3) inches with chain link fabric. For openings less than 18 inches, Contractor shall tie chain link fabric to posts.
- Steel bands at tension bars shall be 1/8" x 1" minimum, spaced 16 inches apart at maximum.
- Concrete for chain link fence post footings shall be of a commercial grade with a minimum 28-day compressive strength of 3000 PSI. All other concrete, including sill, barrier, footings and slabs for gates posts, shall be P-610.
- Footings shall be poured against undisturbed earth or form and compact backfill to 95% relative compaction.
- Barbed wire shall be used only when specified, and shall be 4-point.
- Barbed wire shall comply with GSSPWC 206-6.7. Barbed wire shall be 12½-gauge (2.5 mm) galvanized steel wire with barbs spaced five (5) inches (125 mm) apart and shall conform to ASTM A 121.
- Wire mesh shall comply with ASTM A 116 Class 1, shall be 32 inches wide, and shall have eight (8) horizontal wires with vertical stays spaced six (6) inches apart. Top and bottom wires must be 10-gauge. Intermediate wires and vertical stays must be 12½-gauge.
- Tension wires must be 8-gauge galvanized wire. Galvanized bolts and nuts for attaching braces and straps to metal posts, as well as galvanized devices for holding barbed wire and wire mesh in position shall be commercial quality. Each staple used to fasten barbed wire and wire mesh fabric to wooden posts must be at least 1¼ inches long and manufactured from 9-gauge galvanized wire.
- Wire used to fasten barbed wire and wire mesh to metal posts shall be galvanized and at least 11-gauge. Clips and hog rings used for metal posts must be at least 9-gauge.
- Wire used to tie the lower line of barbed wire to the top wire of wire mesh shall be 12-gauge galvanized wire.
- Each ground rod shall be galvanized or copper-coated steel, and shall be eight (8) feet in length with a diameter of at least ½ inch. Conductor shall be 6 AWG solid copper or equal.
- Plastic coating shall be Class 2b fused and bonded vinyl, as requested.
  - Contractor shall provide, at a minimum, black, green and blue vinyl coating. Other colors may be requested by the City during the duration of the Contract.
  - Wire gauge shall refer only to the gauge of the steel wire core, not the total wire diameter. **Wire gauge does not include the vinyl coating.**

## SPECIFICATIONS

### WOOD FENCE:

- Each wood post and brace shall be treated, except where untreated wood is specified.
  - Treated wood posts and braces shall be Douglas Fir, Hem-Fir or Southern Yellow Pine.
  - Untreated wood posts and braces shall be Redwood, Cedar, Douglas Fir or Southern Yellow Pine.
- Contractor shall treat posts after pointing.
- Wood shall be straight and free from loose or unsound knots, shakes over 1/3 the post thickness or other defects that would make the wood structurally unfit.
- Post knots shall be sound, tight, well-spaced and not over two (2) inches on any face.
- Each wood line post to be driven must be machine-pointed at the small end.
- Sweep must not exceed 0.08 foot in six (6) feet.

### WROUGHT IRON FENCE:

- Fences may range from eight (8) to 1000 feet in length.
- Material shall be wrought iron hand-forged, fired solid steel.
  - **Aluminum material shall not be used.**
- Channels shall be either 14-, 16- or 18-gauge or solid 11-gauge, as specified.
- Concrete footing shall be eight (8) inches in diameter, and will range from 30 to 36 inches in depth, as specified.
- Top of concrete footing shall be three (3) inches below finish grade.
- Posts shall be embedded 24 inches below the surface.
- Elevation style levels of fencing, raked, level or stepped
- Pickets shall be evenly spaced, four (4) inches apart.
- Powder coated, black
- Horizontal rails dimensions shall be, at a minimum, 3/4" x 1 1/2" x 1/8".

### GATES:

Pedestrian (six foot) and vehicular maintenance (eight to ten foot) gates may be specified. Each gate includes one (1) gate with fittings, hardware, gate and latch posts with braces.

- Materials used for gate construction shall meet or exceed Class 1 materials for fencing, as specified above.
- Constructing a gate in an existing fence shall include removal of the fence.
- Gates must have a combination steel or malleable iron catch and locking attachment that does not rotate around the latch post.
- Walk gates shall be a minimum of four (4) feet wide.
- Gates greater than eight (8) feet in length shall have vertical stays such that no panel exceeds eight (8) feet in length.
- All gates shall have at least two (2) steel or malleable iron hinges at least three (3) inches in width such that the gate is securely clamped to the gate post. These hinges shall permit the gate to be swung back against the fence. The bottom hinge must have a socket to take the ball end of the gate frame.
- Stops to hold gates open and a center rest with catch shall be provided where required.

### PICKETS AND POSTS:

- Pickets shall be 5/8", 3/4", 1", or 3/4" solid picket.
  - Pickets may be either round or square, as specified.
- Pickets shall have either 4 1/2 or six (6) foot centers, depending on the construction site.



**SPECIFICATIONS**

- 4½ foot centers will be 78" post centers, approximately.
- Six (6) foot centers will be 80" post centers, approximately.
- Post finials/caps shall be determined per job. Contractor shall furnish all types (flat, round, pyramidal, etc.).

**TEMPORARY FENCING:**

City may request various temporary fencing items, which include but are not limited to six-foot free-standing panels and in-ground fencing.

- Contractor shall install the requested temporary fencing within 48 hours of request by the City.
- All pricing for temporary fencing shall include installation, takedown, and any applicable trip charges.
- Above-ground temporary fencing shall be installed with a footing/foot pad and shall not be driven into the ground.
- For temporary fencing installed with sandbags where no current or future construction/ground alteration will occur, prevailing wage rates do not apply and the C-13 Fencing License is not required.

**BID PRICE SHEET**

It is understood by the Contractor that the estimated annual value of this Contract is an estimate and that the City of Long Beach may purchase an amount above or below the estimate according to the requirements and needs of the City. The City does not guarantee that it will place a minimum quantity or dollar amount of orders. Pricing entered shall include all materials, equipment, tools, labor and incidentals necessary to complete the work described, and shall remain firm for the first 12 months of the Contract.

**PLEASE ENTER PRICING IN PLANETBIDS.**

No.	Work Item	Description	UOM
1	Chain Link Fence 4-Foot Galvanized 2" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
2		Furnish & install fencing greater than 10 feet	LF
3		Furnish & install corner / pull post	EA
4		Furnish & install single swing gate	EA
5		Furnish & install double swing gate	EA
6		Remove existing fencing	LF
7		Remove existing footings	EA
8	Chain Link Fence 4-Foot Vinyl Coated 2" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
9		Furnish & install fencing greater than 10 feet	LF
10		Furnish & install corner / pull post	EA
11		Furnish & install single swing gate	EA
12		Furnish & install double swing gate	EA
13		Remove existing fencing	LF
14		Remove existing footings	EA
15	Chain Link Fence 4-Foot Galvanized 1½" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
16		Furnish & install fencing greater than 10 feet	LF
17		Furnish & install corner / pull post	EA
18		Furnish & install single swing gate	EA
19		Furnish & install double swing gate	EA
20		Remove existing fencing	LF
21		Remove existing footings	EA
22	Chain Link Fence 4-Foot Vinyl Coated 1½" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
23		Furnish & install fencing greater than 10 feet	LF
24		Furnish & install corner / pull post	EA
25		Furnish & install single swing gate	EA
26		Furnish & install double swing gate	EA
27		Remove existing fencing	LF
28		Remove existing footings	EA

**BID PRICE SHEET**

29		Furnish & install fencing up to 10 feet	EA
30		Furnish & install fencing greater than 10 feet	LF
31	Chain Link Fence	Furnish & install corner / pull post	EA
32	5-Foot Galvanized	Furnish & install single swing gate	EA
33	2" Mesh; 9-Gauge	Furnish & install double swing gate	EA
34		Remove existing fencing	LF
35		Remove existing footings	EA
36		Furnish & install fencing up to 10 feet	EA
37		Furnish & install fencing greater than 10 feet	LF
38	Chain Link Fence	Furnish & install corner / pull post	EA
39	5-Foot Vinyl Coated	Furnish & install single swing gate	EA
40	2" Mesh; 9-Gauge	Furnish & install double swing gate	EA
41		Remove existing fencing	LF
42		Remove existing footings	EA
43		Furnish & install fencing up to 10 feet	EA
44		Furnish & install fencing greater than 10 feet	LF
45	Chain Link Fence	Furnish & install corner / pull post	EA
46	5-Foot Galvanized	Furnish & install single swing gate	EA
47	1 1/4" Mesh; 9-Gauge	Furnish & install double swing gate	EA
48		Remove existing fencing	LF
49		Remove existing footings	EA
50		Furnish & install fencing up to 10 feet	EA
51		Furnish & install fencing greater than 10 feet	LF
52	Chain Link Fence	Furnish & install corner / pull post	EA
53	5-Foot Vinyl Coated	Furnish & install single swing gate	EA
54	1 1/4" Mesh; 9-Gauge	Furnish & install double swing gate	EA
55		Remove existing fencing	LF
56		Remove existing footings	EA

57		Furnish & install fencing up to 10 feet	EA
58		Furnish & install fencing greater than 10 feet	LF
59	Chain Link Fence	Furnish & install corner / pull post	EA
60	6-Foot Galvanized	Furnish & install single swing gate	EA
61	2" Mesh; 9-Gauge	Furnish & install double swing gate	EA
62		Remove existing fencing	LF
63		Remove existing footings	EA
64		Furnish & install fencing up to 10 feet	EA
65		Furnish & install fencing greater than 10 feet	LF
66	Chain Link Fence	Furnish & install corner / pull post	EA
67	6-Foot Vinyl Coated	Furnish & install single swing gate	EA
68	2" Mesh; 9-Gauge	Furnish & install double swing gate	EA
69		Remove existing fencing	LF
70		Remove existing footings	EA

**BID PRICE SHEET**

71	Chain Link Fence 6-Foot Galvanized 1½" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
72		Furnish & install fencing greater than 10 feet	LF
73		Furnish & install corner / pull post	EA
74		Furnish & install single swing gate	EA
75		Furnish & install double swing gate	EA
76		Remove existing fencing	LF
77		Remove existing footings	EA
78	Chain Link Fence 6-Foot Vinyl Coated 1½" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
79		Furnish & install fencing greater than 10 feet	LF
80		Furnish & install corner / pull post	EA
81		Furnish & install single swing gate	EA
82		Furnish & install double swing gate	EA
83		Remove existing fencing	LF
84		Remove existing footings	EA
85	Chain Link Fence 6-Foot Galvanized 2" Mesh; 11-Gauge	Furnish & install fencing up to 10 feet	EA
86		Furnish & install fencing greater than 10 feet	LF
87		Furnish & install corner / pull post	EA
88		Furnish & install single swing gate	EA
89		Furnish & install double swing gate	EA
90		Remove existing fencing	LF
91		Remove existing footings	EA
92	Chain Link Fence 6-Foot Vinyl Coated 2" Mesh; 11-Gauge	Furnish & install fencing up to 10 feet	EA
93		Furnish & install fencing greater than 10 feet	LF
94		Furnish & install corner / pull post	EA
95		Furnish & install single swing gate	EA
96		Furnish & install double swing gate	EA
97		Remove existing fencing	LF
98		Remove existing footings	EA
99	"Anti-Climb" Chain Link Fence 6-Foot Diamond Galvanized ½" Mesh; 9-Gauge 3 Strands of Barbed Wire	Furnish & install fencing up to 10 feet	EA
100		Furnish & install fencing greater than 10 feet	LF
101		Furnish & install corner / pull post	EA
102		Furnish & install single swing gate	EA
103		Furnish & install double swing gate	EA
104		Remove existing fencing	LF
105		Remove existing footings	EA

106	Chain Link Fence 8-Foot Galvanized 2" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
107		Furnish & install fencing greater than 10 feet	LF
108		Furnish & install corner / pull post	EA
109		Furnish & install single swing gate	EA
110		Furnish & install double swing gate	EA
111		Remove existing fencing	LF
112		Remove existing footings	EA

**BID PRICE SHEET**

113	Chain Link Fence 8-Foot Vinyl Coated 2" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
114		Furnish & install fencing greater than 10 feet	LF
115		Furnish & install corner / pull post	EA
116		Furnish & install single swing gate	EA
117		Furnish & install double swing gate	EA
118		Remove existing fencing	LF
119		Remove existing footings	EA
120	Chain Link Fence 8-Foot Galvanized 1 1/4" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
121		Furnish & install fencing greater than 10 feet	LF
122		Furnish & install corner / pull post	EA
123		Furnish & install single swing gate	EA
124		Furnish & install double swing gate	EA
125		Remove existing fencing	LF
126		Remove existing footings	EA
127	Chain Link Fence 8-Foot Vinyl Coated 1 1/4" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
128		Furnish & install fencing greater than 10 feet	LF
129		Furnish & install corner / pull post	EA
130		Furnish & install single swing gate	EA
131		Furnish & install double swing gate	EA
132		Remove existing fencing	LF
133		Remove existing footings	EA
134	Chain Link Fence 8-Foot Galvanized 2" Mesh; 9-Gauge 3 Strands of Barbed Wire	Furnish & install fencing up to 10 feet	EA
135		Furnish & install fencing greater than 10 feet	LF
136		Furnish & install corner / pull post	EA
137		Furnish & install single swing gate	EA
138		Furnish & install double swing gate	EA
139		Remove existing fencing	LF
140		Remove existing footings	EA
141	Chain Link Fence 8-Foot Galvanized 1 1/4" Mesh; 9-Gauge 3 Strands of Barbed Wire	Furnish & install fencing up to 10 feet	EA
142		Furnish & install fencing greater than 10 feet	LF
143		Furnish & install corner / pull post	EA
144		Furnish & install single swing gate	EA
145		Furnish & install double swing gate	EA
146		Remove existing fencing	LF
147		Remove existing footings	EA
148	"Anti-Climb" Chain Link Fence 8-Foot Diamond Galvanized 1/2" Mesh; 9-Gauge 3 Strands of Barbed Wire	Furnish & install fencing up to 10 feet	EA
149		Furnish & install fencing greater than 10 feet	LF
150		Furnish & install corner / pull post	EA
151		Furnish & install single swing gate	EA
152		Furnish & install double swing gate	EA
153		Remove existing fencing	LF
154		Remove existing footings	EA

**BID PRICE SHEET**

155	Chain Link Fence 12-Foot Galvanized 2" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
156		Furnish & install fencing greater than 10 feet	LF
157		Furnish & install corner / pull post	EA
158		Furnish & install single roll gate	EA
159		Furnish & install double roll gate	EA
160		Remove existing fencing	LF
161		Remove existing footings	EA
162	Chain Link Fence 12-Foot Vinyl Coated 2" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
163		Furnish & install fencing greater than 10 feet	LF
164		Furnish & install corner / pull post	EA
165		Furnish & install single roll gate	EA
166		Furnish & install double roll gate	EA
167		Remove existing fencing	LF
168		Remove existing footings	EA
169	Chain Link Fence 12-Foot Galvanized 1 1/4" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
170		Furnish & install fencing greater than 10 feet	LF
171		Furnish & install corner / pull post	EA
172		Furnish & install single roll gate	EA
173		Furnish & install double roll gate	EA
174		Remove existing fencing	LF
175		Remove existing footings	EA
176	Chain Link Fence 12-Foot Vinyl Coated 1 1/4" Mesh; 9-Gauge	Furnish & install fencing up to 10 feet	EA
177		Furnish & install fencing greater than 10 feet	LF
178		Furnish & install corner / pull post	EA
179		Furnish & install single roll gate	EA
180		Furnish & install double roll gate	EA
181		Remove existing fencing	LF
182		Remove existing footings	EA
183	Chain Link Fence 12-Foot Galvanized 2" Mesh; 9-Gauge 3 Strands of Barbed Wire	Furnish & install fencing up to 10 feet	EA
184		Furnish & install fencing greater than 10 feet	LF
185		Furnish & install corner / pull post	EA
186		Furnish & install single roll gate	EA
187		Furnish & install double roll gate	EA
188		Remove existing fencing	LF
189		Remove existing footings	EA
190	Chain Link Fence 12-Foot Galvanized 1 1/4" Mesh; 9-Gauge 3 Strands of Barbed Wire	Furnish & install fencing up to 10 feet	EA
191		Furnish & install fencing greater than 10 feet	LF
192		Furnish & install corner / pull post	EA
193		Furnish & install single roll gate	EA
194		Furnish & install double roll gate	EA
195		Remove existing fencing	LF
196		Remove existing footings	EA

**BID PRICE SHEET**

197	Blue\Green Wave Vinyl-Coated Chain Link Fence Ranging 5 – 6 feet 1¼" Mesh; 9-Gauge Knuckle-knuckle with top/bottom rail	Furnish & install fencing up to 10 feet	EA
198		Furnish & install fencing greater than 10 feet	LF
199		Furnish & install corner / pull post	EA
200		Furnish & install single swing gate	EA
201		Remove existing fencing	LF
202		Remove existing footings	EA

203	White Vinyl Perimeter Fence ½"x16' rails 5"x5"x5' post 5"x5" plain cap	Furnish & install fencing up to 10 feet	EA
204		Furnish & install fencing greater than 10 feet	LF
205		Furnish & install post	EA
206		Remove existing fencing	LF
207		Remove existing footings	EA

208	Wrought Iron Fence	Furnish & install fencing up to 8 feet	EA
209		Furnish & install fencing greater than 8 feet	LF
210		Furnish & install end post	EA
211		Furnish & install line post	EA
212		Remove existing fencing	LF
213		Remove existing footings	EA

214	Wood Fence 6-Foot Stockade Southern Yellow Pine (treated)	Furnish & install fencing up to 8 feet	EA
215		Furnish & install fencing greater than 8 feet	LF
216		Furnish & install post	EA
217		Furnish & install 6'H x 10' L x 5" W double swing gate	EA
218		Remove existing fencing	LF
219		Remove existing footings	EA

220	Temporary Fencing Chain Link Fence	Furnish, install & takedown free-standing, above-ground fence (NOT SUBJECT TO PREVAILING WAGE)	LF
221		Weekend rental of free-standing, above-ground fence (NOT SUBJECT TO PREVAILING WAGE)	\$/HR
222		Monthly rental of free-standing, above-ground fence (NOT SUBJECT TO PREVAILING WAGE)	\$/MO
223		Furnish, install & takedown in-ground fence (SUBJECT TO PREVAILING WAGE)	LF
224		Weekend rental of in-ground fence (SUBJECT TO PREVAILING WAGE)	\$/HR
225		Monthly rental of in-ground fence (SUBJECT TO PREVAILING WAGE)	\$/MO

226	Supplemental Line Items	Crushed rock/gravel, 3-4 inches in depth	SF
227		Surface grading	CF
228		Adding 3 strands of 4-point barbed wire to existing fencing	LF
229		Miscellaneous materials mark-up	%

**BID PRICE SHEET**

230	Journey person Laborer Rate	Hourly Rate (Mon – Fri, 7:30 am to 4:30 pm)	HR
231		Overtime Rate (Mon – Fri, after 4:30 pm)	HR
232		Saturday/Sunday/Holiday Rate	HR
233	Apprentice Rate	Hourly Rate (Mon – Fri, 7:30 am to 4:30 pm)	HR
234		Overtime Rate (Mon – Fri, after 4:30 pm)	HR
235		Saturday/Sunday/Holiday Rate	HR
236	Helper/Laborer Rate	Hourly Rate (Mon – Fri, 7:30 am to 4:30 pm)	HR
237		Overtime Rate (Mon – Fri, after 4:30 pm)	HR
238		Saturday/Sunday/Holiday Rate	HR

239	Emergency Call Out Charge	7:00 am – 4:30 pm (if applicable)	EA
240	Emergency Call Out Charge	4:31 pm – 6:59 am (incl. weekends & holidays)	EA

241	Price Increases – Year 2 of 3	Percentage increase for the second year of the term	%
242	Price Increases – Year 3 of 3	Percentage increase for the third year of the term	%
243	Extension Option – Renewal 1	Percentage increase for the first renewal option	%
244	Extension Option – Renewal 2	Percentage increase for the second renewal option	%



**ATTACHMENT A**

**Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Certification**

### **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](http://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 Relations Bureau at 562-57-6200***

**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 18 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.

Ace Fence Company

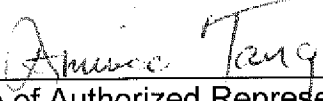
Business/Contractor/Agency

America Tang

Name of Authorized Representative

Vice-President

Title of Authorized Representative

  
Signature of Authorized Representative

5/10/2017  
Date

## **ATTACHMENT B**

### **Reference List**



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

## Reference Information Form

Client/Contractor Name Bernards Bros, Inc  
Project Manager/Contact Name Bea Hilario E-mail bhilario@bernards.com Ph. No. 818-898-1521  
Address 555 First Street. San Fernando, CA 91340  
Project Description Addition to an existing facility  
Project Dates (Start and End) 11/2013-3/2014 Contract Term(s) 30 Days Contract Amount \$ 132,400.00

Client/Contractor Name Powell Constructors  
Project Manager/Contact Name Paul Zolezzi E-mail paul@powellconstructors.com Ph. No. 909-356-8880  
Address 8555 Banana Ave. Fontana, CA 92335  
Project Description New construction  
Project Dates (Start and End) 8/2014-8/20/2014 Contract Term(s) 30 Days Contract Amount \$ 12,050.00

Client/Contractor Name Metropolitan Transportation Authority  
Project Manager/Contact Name Carlos Martinez E-mail \_\_\_\_\_ Ph. No. 213-922-6761  
Address 1 Gateway Plaza. Los Angeles, CA 90012  
Project Description MTA Fencing Maintenance & Services  
Project Dates (Start and End) 2014-2016 Contract Term(s) 30 Days Contract Amount 1.8M  
2016-2018 1.5M

Client/Contractor Name R.J Noble Company  
Project Manager/Contact Name Irene Lim E-mail \_\_\_\_\_ Ph. No. 714-637-1550  
Address 15505 E. Lincoln Ave., Orange, CA 92856  
Project Description Fencing & Gates  
Project Dates (Start and End) 6/2015-2/2016 Contract Term(s) 30 Days Contract Amount \$ 108,020.00

Client/Contractor Name \_\_\_\_\_  
Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph. No. \_\_\_\_\_  
Address \_\_\_\_\_  
Project Description \_\_\_\_\_  
Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_



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

**SUBCONTRACTOR  
Reference Information Form**

Client/Contractor Name CM/GC 1 Construction service Agreement / Mid Coast Transit  
Project Manager/Contact Name Jon Collins E-mail \_\_\_\_\_ Ph. No. 720-244-9598  
Address 4690 Executive Drive Suite 100, San Diego, CA 92121  
Project Description Fencing and Railing  
Project Dates (Start and End) 10/10/16-TBD Contract Term(s) 30 days Contract Amount \$5,909,465.25

Client/Contractor Name Caltrans  
Project Manager/Contact Name Dianne Morris E-mail \_\_\_\_\_ Ph. No. 916-227-6300  
Address 1727 30<sup>th</sup> Street, Sacramento, CA 95816  
Project Description Chain Link Fence  
Project Dates (Start and End) 12/12/16-TBD Contract Term(s) 30 days Contract Amount \$194,123.00

Client/Contractor Name Granite Construction  
Project Manager/Contact Name Karen Feliciano E-mail \_\_\_\_\_ Ph. No. 760-444-1979  
Address 5860 El Camino Real, Suite 200, Carlsbad, CA 92008  
Project Description Post angle brackets, double swing gate  
Project Dates (Start and End) 11/7/16-TBD Contract Term(s) 30 days Contract Amount \$1,385,571.92

Client/Contractor Name City of Redondo Beach  
Project Manager/Contact Name Coung Dang E-mail coung.dang@redondo.org Ph. No. 310-318-0661  
Address 415 Diamond Street Door E., Redondo Beach, CA 90277  
Project Description Gate System  
Project Dates (Start and End) TBD Contract Term(s) 30 days Contract Amount \$192,178.00

Client/Contractor Name \_\_\_\_\_  
Project Manager/Contact Name \_\_\_\_\_ E-mail \_\_\_\_\_ Ph. No. \_\_\_\_\_  
Address \_\_\_\_\_  
Project Description \_\_\_\_\_  
Project Dates (Start and End) \_\_\_\_\_ Contract Term(s) \_\_\_\_\_ Contract Amount \_\_\_\_\_

Duplicate this form as necessary for each subcontractor.

**ATTACHMENT C**

**W-9 Request for Taxpayer  
Identification Number and Certification**

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

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**AZ Construction, Inc.**

Business name/disregarded entity name, if different from above

**dba Ace Fence Company**

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

Exemptions (see instructions):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting  
code (if any) \_\_\_\_\_

Address (number, street, and apt. or suite no.)

**727 Glendora Ave.**

City, state, and ZIP code

**La Puente, CA 91744**

List account number(s) here (optional)

Requester's name and address (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-			
--	--	--	---	--	--	---	--	--	--

Employer identification number

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign  
Here

Signature of  
U.S. person ▶

*America Tang*

America Tang, Vice-President Date ▶ 5/10/2017

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.



**ATTACHMENT D**

**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 is 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).

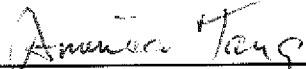
### Compliance with the EBO

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: America Tang Title: Vice President

Signature:  Date: 5/10/2017

Business Entity Name: Ace Fence Company

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: Ace Fence Company Federal Tax ID No. [REDACTED]  
Address: 727 Glendora Ave  
City: La Puente State: CA ZIP: 91744  
Contact Person: Ben Layos Telephone: (626)333.0727  
Email: blayos@acefencecompany.com Fax: (626)333.7843

**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.

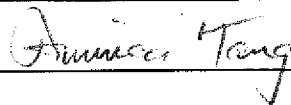
#### Section 5. CERTIFICATION

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 10th day of May, 2017, at La Puente, CA

Name America Tang

Signature



Title Vice President

Federal Tax ID No. ██████████

**ATTACHMENT E**

**Insurance Requirements**



City of Long Beach  
Purchasing Division  
333 W. Ocean Blvd 7<sup>th</sup> 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 7<sup>th</sup> 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: America Tang

Title: V President

Signature: *America Tang*

Date: 5/10/2017





ACEFENC-01

AVALENZUELA

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court Suite 600 Newport Beach, CA 92660		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> (949) 623-3980 <b>FAX (A/C, No):</b> (949) 891-0407 <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b>  AZ Construction, Inc. dba ACE Fence Company 727 N. Glendora Ave. La Puente, CA 91744		<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
		<b>INSURER A:</b> Old Republic General Insurance Corp.		24139
		<b>INSURER B:</b> Travelers Property Casualty Company of America		25674
		<b>INSURER C:</b>		
		<b>INSURER D:</b>		
		<b>INSURER E:</b>		
<b>INSURER F:</b>				

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			A1CG08881602	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			A1CA08881602	12/01/2016	12/01/2017	GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP-81M70849-16-NF	12/01/2016	12/01/2017	BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	A1CW08881602	12/01/2016	12/01/2017	OTHER \$
							<input checked="" type="checkbox"/> PER STATUTE
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: Sample Certificate Only.

## CERTIFICATE HOLDER

## CANCELLATION

Sample Certificate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



AGENCY CUSTOMER ID: ACEFENC-01

AVALENZUELA

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED AZ Construction, Inc. dba ACE Fence Company 727 N. Glendora Ave. La Puente, CA 91744
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

## ADDITIONAL REMARKS

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

## CANCELLATION

Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.

**State of California**  
**Secretary of State**

**CERTIFICATE OF STATUS**

**ENTITY NAME:**

AZ CONSTRUCTION, INC.

**FILE NUMBER:** C3623055  
**FORMATION DATE:** 12/02/2013  
**TYPE:** DOMESTIC CORPORATION  
**JURISDICTION:** CALIFORNIA  
**STATUS:** ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,  
hereby certify:

The records of this office indicate the entity is authorized to  
exercise all of its powers, rights and privileges in the State of  
California.

No information is available from this office regarding the financial  
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate  
and affix the Great Seal of the State of  
California this day of December 14, 2016.

ALEX PADILLA  
Secretary of State

**ATTACHMENT G**

**Designation of Subcontractor Form**



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

## DESIGNATION OF SUBCONTRACTOR FORM

Contractor's Company Name ACE FENCE FENCE COMPANY  
Contractor's License No. 996577  
Contractor's License Classifications A,B & C-13  
Contractor's DIR Registration No. 1000004092 Exp. Date June 30, 2017

### List all proposed subcontractors for this bid.

☒ Check this box if no subcontractors are to be used for any of the proposed work.

Name of Subcontractor \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
License Class. \_\_\_\_\_  
DIR Registration No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Description & Portion of Work \_\_\_\_\_  
\_\_\_\_\_

Name of Subcontractor \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
License Class. \_\_\_\_\_  
DIR Registration No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Description & Portion of Work \_\_\_\_\_  
\_\_\_\_\_

Name of Subcontractor \_\_\_\_\_  
Address \_\_\_\_\_  
License No. \_\_\_\_\_  
License Class. \_\_\_\_\_  
DIR Registration No. \_\_\_\_\_ Exp. Date \_\_\_\_\_  
Description & Portion of Work \_\_\_\_\_  
\_\_\_\_\_

Duplicate this form as necessary to complete subcontractor list.



**CONTRACTORS  
STATE LICENSE BOARD  
ACTIVE LICENSE**



License Number

**996577**

Entity **CORP**

Business Name

**AZ CONSTRUCTION INC DBA ACE  
FENCE COMPANY**

Classification(s)

**A B C13**

Expiration Date

**09/30/2018**

[www.cslb.ca.gov](http://www.cslb.ca.gov)



Alex Padilla  
California Secretary of State

## Business Search - Entity Detail

The California Business Search is updated daily and reflects work processed through Tuesday, May 9, 2017. Please refer to document [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity. Not all images are available online.

C3623055 AZ CONSTRUCTION, INC.

<b>Registration Date:</b>	12/02/2013
<b>Jurisdiction:</b>	CALIFORNIA
<b>Entity Type:</b>	DOMESTIC STOCK
<b>Status:</b>	ACTIVE
<b>Agent for Service of Process:</b>	AMY TSUI 727 GLENDORA AVE LA PUENTE CA 91744
<b>Entity Address:</b>	727 GLENDORA AVE LA PUENTE CA 91744
<b>Entity Mailing Address:</b>	727 GLENDORA AVE LA PUENTE CA 91744

A Statement of Information is due EVERY year beginning five months before and through the end of December.

Document Type	File Date	PDF
SI-COMPLETE	12/22/2016	
SI-COMPLETE	10/30/2015	
REGISTRATION	12/02/2013	

\* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- If the image is not available online, for information on ordering a copy refer to [Information Requests](#).
- For information on ordering certificates, status reports, certified copies of documents and copies of documents not currently available in the Business Search or to request a more extensive search for records, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Frequently Asked Questions](#).

[Modify Search](#)
[New Search](#)
[Back to Search Results](#)

BID NO. ITB LB 17-068

BOND NO. K09582198

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,  
AZ Construction, Inc. dba ACE Fence Company  
As PRINCIPAL, and Westchester Fire Insurance Company Located at \_\_\_\_\_  
436 Walnut Street, Philadelphia, PA 19106, a corporation, incorporated under the laws of the  
State of Pennsylvania. Admitted as a surety in the State of California and authorized to transact business in the State of California, as  
**SURETY**, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of  
Thirty Eight Thousand Five Hundred Twenty Five Dollars and no cents DOLLARS  
(\$ 38,525.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind  
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)  
with said City of Long Beach for the  
As-Needed Citywide Fencing, And  
is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with  
all of the formalities required by law on this 9th day of August, 20 17.

AZ Construction, Inc. dba ACE Fence Company  
CONTRACTOR / PRINCIPAL

Westchester Fire Insurance Company  
SURETY

By: America Tang  
Name: America Tang  
Title: V.P.

By: [Signature]  
Name: Stephanie M Sierpta  
Title: Attorney-in-Fact

Telephone: 949-623-1037

By: [Signature]  
Name: Amy Tsui  
Title: President

Approved as to form this 22nd day of Aug, 20 17

Charles Parkin, City Attorney

By: [Signature] Deputy

approved as to sufficiency this 25 day of AUG, 20 17

By: [Signature] City Manager/City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond  
Certificate of Acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate  
Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.



# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

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

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

Does hereby nominate, constitute and appoint Ashley K Register, Jamie Campbell Younger, Katherine McCoy, Stephanie M Sierota all of the City of Newport Beach, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS & ZERO CENTS (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2017

WESTCHESTER FIRE INSURANCE COMPANY



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

Stephen M. Haney, Vice President

On this 15 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation; and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 26, 2018

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 15 day of AUGUST 2017.



Dawn M. Chloros  
Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER NOVEMBER 07, 2018.

DocuGard #04546 contains a security pantograph, blue background, heat-sensitive ink, coin-reactive watermark, and microtext printing on border.



## ACKNOWLEDGMENT

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

State of California

County of Orange

On 08/09/2017 before me, Katherine Gail McCoy, Notary Public, #2188538  
(insert name and title of the officer)

personally appeared Stephanie Marie Sierota  
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] (Seal)



State of California )  
County of Los Angeles )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Aug 15<sup>th</sup> 2017 before me, Cristina Melgarejo, Notary Public,  
(here insert name and title of the officer)

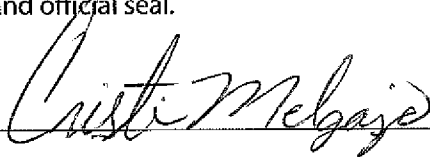
personally appeared America Tang

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



(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Bond for

Faithful Performance

containing 1 pages, and dated 8-9-17

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☒ Corporate Officer(s) Vice President  
Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: Ace Fence Company  
Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

State of California )  
County of Los Angeles )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On August 21<sup>st</sup> 2017 before me, Cristina Melgarejo, Notary Public,  
(here insert name and title of the officer)

personally appeared Amy Tsui

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

Cristina Melgarejo



(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of Bond For Faithful  
Performance

containing 1 pages, and dated 8-17

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☒ Corporate Officer(s) President Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: Ace Fence Company  
Name(s) of Person(s) or Entity(ies) Signer is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_

## LABOR AND MATERIAL BOND

Bond NO.: K09582198

KNOW ALL MEN BY THESE PRESENTS: That we, AZ Construction, Inc. dba ACE Fence Company

Westchester Fire Insurance Company, as PRINCIPAL, and  
436 Walnut Street, Philadelphia, PA 19106, Located at \_\_\_\_\_  
a corporation,  
incorporated under the laws of the State of Pennsylvania, admitted as a surety in the State of California, and authorized to transact  
business in the State of California, as SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a  
municipal corporation, in the sum of Thirty Eight Thousand Five Hundred Twenty Five Dollars and no cents

DOLLARS

(\$38,525.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves,  
our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

## THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

Whereas, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with  
said City of Long Beach for the As-Needed Citywide Fencing and is required by law  
and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety has executed, or caused to be executed, this instrument with all  
of the formalities required by law on this 9th day of August, 2017.

AZ Construction, Inc. dba ACE Fence Company  
CONTRACTOR / PRINCIPAL

By: America TangName: America TangTitle: VPBy: Amy TsuiName: Amy TsuiTitle: PresidentWestchester Fire Insurance Company

SURETY, admitted in California

By: Stephanie M SierotaName: Stephanie M SierotaTitle: Attorney-in-FactTelephone: 949-623-1037Approved as to form this 22nd dayOf August, 2017.

CHARLES PARKIN, City Attorney

By: Charles Parkin

Senior Deputy

Approved as to sufficiency this 24 dayOf AUG, 2017.By: PL

City Manager / City Engineer

Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's must acknowledge execution of this bond  
Certificate of acknowledgment must be attached.  
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313 California  
Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

(To Be Filled in When Surety is a Corporation)

# Power of Attorney

## WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

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

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

Does hereby nominate, constitute and appoint Ashley K. Register, Jamie Campbell Younger, Katherine McCoy, Stephanie M. Sierota all of the City of Newport Beach, California, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding TEN MILLION DOLLARS & ZERO CENTS (\$10,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office,

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 15 day of May 2017

WESTCHESTER FIRE INSURANCE COMPANY



COMMONWEALTH OF PENNSYLVANIA  
COUNTY OF PHILADELPHIA ss.

Stephen M. Haney, Vice President

On this 15 day of May, 2017 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
NOTARIAL SEAL  
KAREN E. BRANDT, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires Sept. 26, 2019

Notary Public

I, the undersigned Assistant Secretary of the WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this

9th day of August 2017



Dawn M. Chloros, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER NOVEMBER 07, 2018.

DocuGard #04546 contains a security pantograph, blue background, heat sensitive ink, coin reactive watermark, and microtext printing on border.



## ACKNOWLEDGMENT

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

State of California

County of Orange )

On 08/09/2017 before me, Katherine Gail McCoy, Notary Public, #2188538  
(insert name and title of the officer)

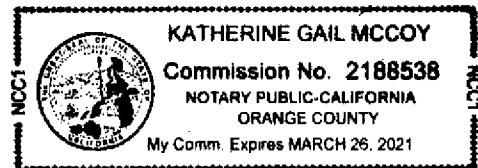
personally appeared Stephanie Marie Sierota  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is) are subscribed to the within instrument and acknowledged to me that he (she) they executed the same in his (her) their authorized capacity(ies), and that by his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

(Seal)



State of California )  
County of Los Angeles )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On Aug. 15<sup>th</sup> 2017 before me, Cristina Melgarejo, Notary Public,  
(here insert name and title of the officer)

personally appeared America Tang

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

*Cristina Melgarejo*



(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document

titled/for the purpose of labor and  
Material Bond

containing 1 pages, and dated 8-9-17

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☒ Corporate Officer(s) Vice President  
Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: Ace Fence Company  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐



State of California )  
County of Los Angeles )

## CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On August 21st, 2017 before me, Cristina Melgarejo, Notary Public,  
(here insert name and title of the officer)

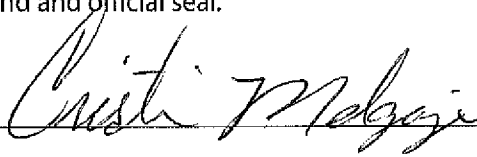
personally appeared Amy Tsui

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



(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

#### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Labor & Material

Bond,  
containing 1 pages, and dated 8-9-17.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)  
☐ Attorney-in-Fact  
☒ Corporate Officer(s) President  
Title(s)

- ☐ Guardian/Conservator  
☐ Partner - Limited/General  
☐ Trustee(s)  
☐ Other: \_\_\_\_\_

representing: Ace Fence Company  
Name(s) of Person(s) or Entity(ies) Signer Is Representing

#### Additional Information

##### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

##### Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐ \_\_\_\_\_

**Bid Results****Bidder Details**

**Vendor Name** APW CONSTRUCTION INC.  
**Address** 727 N GLENDORA AVE.  
 LA FUENTE, CA 91744  
 United States

**Respondee** Ben Layos  
**Respondee Title** Estimator  
**Phone** 626-333-0727 Ext.  
**Email** blayos@acefencecompany.com  
**Vendor Type** LBSBE,DBE,MBE,WBE

**Bid Detail**

**Bid Format** Electronic  
**Submitted** May 25, 2017 7:31:49 AM (Pacific)  
**Delivery Method**  
**Bid Responsive** Yes  
**Bid Status** Submitted  
**Confirmation #** 105611  
**Ranking** 0

**Respondee Comment****Buyer Comment****Attachments**

File Title	File Name	File Type
As Needed Fencing	All Doc ITB LB 17-008.pdf	All pages of bid doc
As Needed fencing	Debarment Certification.pdf	Attachment A - Debarment Certification
As Needed Fencing	Reference list.pdf	Attachment B - Reference List
As needed Fencing	W-9.pdf	Attachment C - W-9
As Needed fencing	EBO.pdf	Attachment D - Equal Benefits Ordinance (EBO)
As Needed fencing	Insurance.pdf	Attachment E - Insurance Requirement
As needed fencing	Secretary Of State Cert.pdf	Attachment F - Secretary of State Certification
As Needed fencing	Designation of Sub.pdf	Attachment G - Designation of Subcontractors
As Needed Fencing	Contractor's Licence.pdf	Photocopy of Contractor's License

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
	<b>Chain Link Fence 4-Foot Galvanized 2" Mesh; 9-Gauge</b>						
1	Furnish & Install fencing up to 10 feet	EA	1	\$1,063.0000	\$1,063.0000	\$1,063.0000	

As-Needed Citywide Fencing (ITB LB 17-068), bidding on May 25, 2017 11:00 AM (Pacific)

Printed 06/20/2017

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
2	Furnish & install fencing greater than 10 feet						
		LF	1	\$61.0000	\$61.0000	\$61.0000	
3	Furnish & install corner / pull post						
		EA	1	\$226.0000	\$226.0000	\$226.0000	
4	Furnish & install single swing gate						
		EA	1	\$1,432.0000	\$1,432.0000	\$1,432.0000	
5	Furnish & install double swing gate						
		EA	1	\$2,622.0000	\$2,622.0000	\$2,622.0000	
6	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	
7	Remove existing footings						
		EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$5,651.5000</b>	<b>\$5,651.5000</b>	
<b>Chain Link Fence 4-Foot Vinyl Coated 2" Mesh; 9-Gauge</b>							
8	Furnish & install fencing up to 10 feet						
		EA	1	\$1,186.0000	\$1,186.0000	\$1,186.0000	
9	Furnish & install fencing greater than 10 feet						
		LF	1	\$72.0000	\$72.0000	\$72.0000	
10	Furnish & install corner / pull post						
		EA	1	\$250.0000	\$250.0000	\$250.0000	
11	Furnish & install single swing gate						
		EA	1	\$1,649.0000	\$1,649.0000	\$1,649.0000	
12	Furnish & install double swing gate						
		EA	1	\$3,403.0000	\$3,403.0000	\$3,403.0000	
13	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	
14	Remove existing footings						
		EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$6,807.5000</b>	<b>\$6,807.5000</b>	
<b>Chain Link Fence 4-Foot Galvanized 1 1/4" Mesh; 9-Gauge</b>							
15	Furnish & install fencing up to 10 feet						
		EA	1	\$1,104.0000	\$1,104.0000	\$1,104.0000	
16	Furnish & install fencing greater than 10 feet						
		LF	1	\$65.0000	\$65.0000	\$65.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
17	Furnish & install corner / pull post	EA	1	\$226.0000	\$226.0000	\$226.0000	
18	Furnish & install single swing gate	EA	1	\$1,452.0000	\$1,452.0000	\$1,452.0000	
19	Furnish & install double swing gate	EA	1	\$2,704.0000	\$2,704.0000	\$2,704.0000	
20	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
21	Remove existing footings	EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$5,798.5000</b>	<b>\$5,798.5000</b>	
	<b>Chain Link Fence 4-Foot Vinyl Coated 1 1/2" Mesh; 9-Gauge</b>						
22	Furnish & install fencing up to 10 feet	EA	1	\$1,257.0000	\$1,257.0000	\$1,257.0000	
23	Furnish & install fencing greater than 10 feet	LF	1	\$79.0000	\$79.0000	\$79.0000	
24	Furnish & install corner / pull post	EA	1	\$250.0000	\$250.0000	\$250.0000	
25	Furnish & install single swing gate	EA	1	\$1,685.0000	\$1,685.0000	\$1,685.0000	
26	Furnish & install double swing gate	EA	1	\$3,579.0000	\$3,579.0000	\$3,579.0000	
27	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
28	Remove existing footings	EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$7,097.5000</b>	<b>\$7,097.5000</b>	
	<b>Chain Link Fence 5-Foot Galvanized 2" Mesh; 9-Gauge</b>						
29	Furnish & install fencing up to 10 feet	EA	1	\$1,086.0000	\$1,086.0000	\$1,086.0000	
30	Furnish & install fencing greater than 10 feet	LF	1	\$63.0000	\$63.0000	\$63.0000	
31	Furnish & install corner / pull post	EA	1	\$234.0000	\$234.0000	\$234.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
32	Furnish & install single swing gate	EA	1	\$1,471.0000	\$1,471.0000	\$1,471.0000	
33	Furnish & install double swing gate	EA	1	\$2,680.0000	\$2,680.0000	\$2,680.0000	
34	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
35	Remove existing footings	EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$5,781.5000</b>	<b>\$5,781.5000</b>	
<b>Chain Link Fence 5-Foot Vinyl Coated 2" Mesh; 9-Gauge</b>							
36	Furnish & install fencing up to 10 feet	EA	1	\$1,225.0000	\$1,225.0000	\$1,225.0000	
37	Furnish & install fencing greater than 10 feet	LF	1	\$75.0000	\$75.0000	\$75.0000	
38	Furnish & install corner / pull post	EA	1	\$261.0000	\$261.0000	\$261.0000	
39	Furnish & install single swing gate	EA	1	\$1,694.0000	\$1,694.0000	\$1,694.0000	
40	Furnish & install double swing gate	EA	1	\$3,460.0000	\$3,460.0000	\$3,460.0000	
41	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
42	Remove existing footings	EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$6,962.5000</b>	<b>\$6,962.5000</b>	
<b>Chain Link Fence 5-Foot Galvanized 1½" Mesh; 9-Gauge</b>							
43	Furnish & install fencing up to 10 feet	EA	1	\$1,134.0000	\$1,134.0000	\$1,134.0000	
44	Furnish & install fencing greater than 10 feet	LF	1	\$68.0000	\$68.0000	\$68.0000	
45	Furnish & install corner / pull post	EA	1	\$234.0000	\$234.0000	\$234.0000	
46	Furnish & install single swing gate	EA	1	\$1,497.0000	\$1,497.0000	\$1,497.0000	

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Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
47	Furnish & install double swing gate	EA	1	\$2,782.0000	\$2,782.0000	\$2,782.0000	
48	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
49	Remove existing footings	EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$5,962.5000</b>	<b>\$5,962.5000</b>	
<b>Chain Link Fence 5-Foot Vinyl Coated 1½" Mesh; 9-Gauge</b>							
50	Furnish & install fencing up to 10 feet	EA	1	\$1,313.0000	\$1,313.0000	\$1,313.0000	
51	Furnish & install fencing greater than 10 feet	LF	1	\$84.0000	\$84.0000	\$84.0000	
52	Furnish & install corner / pull post	EA	1	\$261.0000	\$261.0000	\$261.0000	
53	Furnish & install single swing gate	EA	1	\$1,738.0000	\$1,738.0000	\$1,738.0000	
54	Furnish & install double swing gate	EA	1	\$3,727.0000	\$3,727.0000	\$3,727.0000	
55	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
56	Remove existing footings	EA	1	\$238.0000	\$238.0000	\$238.0000	
				<b>Subtotal</b>	<b>\$7,370.5000</b>	<b>\$7,370.5000</b>	
<b>Chain Link Fence 6-Foot Galvanized 2" Mesh; 9-Gauge</b>							
57	Furnish & install fencing up to 10 feet	EA	1	\$1,162.0000	\$1,162.0000	\$1,162.0000	
58	Furnish & install fencing greater than 10 feet	LF	1	\$69.0000	\$69.0000	\$69.0000	
59	Furnish & install corner / pull post	EA	1	\$278.0000	\$278.0000	\$278.0000	
60	Furnish & install single swing gate	EA	1	\$1,552.0000	\$1,552.0000	\$1,552.0000	
61	Furnish & install double swing gate	EA	1	\$3,151.0000	\$3,151.0000	\$3,151.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
62	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	
63	Remove existing footings						
		EA	1	\$240.0000	\$240.0000	\$240.0000	
				<b>Subtotal</b>	<b>\$6,461.5000</b>	<b>\$6,461.5000</b>	
	<b>Chain Link Fence 6-Foot Vinyl Coated 2" Mesh; 9-Gauge</b>						
64	Furnish & install fencing up to 10 feet						
		EA	1	\$1,342.0000	\$1,342.0000	\$1,342.0000	
65	Furnish & install fencing greater than 10 feet						
		LF	1	\$85.0000	\$85.0000	\$85.0000	
66	Furnish & install corner / pull post						
		EA	1	\$324.0000	\$324.0000	\$324.0000	
67	Furnish & install single swing gate						
		EA	1	\$1,781.0000	\$1,781.0000	\$1,781.0000	
68	Furnish & install double swing gate						
		EA	1	\$4,067.0000	\$4,067.0000	\$4,067.0000	
69	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	
70	Remove existing footings						
		EA	1	\$240.0000	\$240.0000	\$240.0000	
				<b>Subtotal</b>	<b>\$7,848.5000</b>	<b>\$7,848.5000</b>	
	<b>Chain Link Fence 6-Foot Galvanized 1 1/4" Mesh; 9-Gauge</b>						
71	Furnish & install fencing up to 10 feet						
		EA	1	\$1,221.0000	\$1,221.0000	\$1,221.0000	
72	Furnish & install fencing greater than 10 feet						
		LF	1	\$75.0000	\$75.0000	\$75.0000	
73	Furnish & install corner / pull post						
		EA	1	\$278.0000	\$278.0000	\$278.0000	
74	Furnish & install single swing gate						
		EA	1	\$1,582.0000	\$1,582.0000	\$1,582.0000	
75	Furnish & install double swing gate						
		EA	1	\$3,274.0000	\$3,274.0000	\$3,274.0000	
76	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
77	Remove existing footings						
		EA	1	\$240.0000	\$240.0000	\$240.0000	
				<b>Subtotal</b>	<b>\$6,679.5000</b>	<b>\$6,679.5000</b>	
	<b>Chain Link Fence 6-Foot Vinyl Coated 1 1/4" Mesh; 9-Gauge</b>						
78	Furnish & install fencing up to 10 feet						
		EA	1	\$1,448.0000	\$1,448.0000	\$1,448.0000	
79	Furnish & install fencing greater than 10 feet						
		LF	1	\$96.0000	\$96.0000	\$96.0000	
80	Furnish & install corner / pull post						
		EA	1	\$324.0000	\$324.0000	\$324.0000	
81	Furnish & install single swing gate						
		EA	1	\$1,834.0000	\$1,834.0000	\$1,834.0000	
82	Furnish & install double swing gate						
		EA	1	\$4,332.0000	\$4,332.0000	\$4,332.0000	
83	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	
84	Remove existing footings						
		EA	1	\$240.0000	\$240.0000	\$240.0000	
				<b>Subtotal</b>	<b>\$8,283.5000</b>	<b>\$8,283.5000</b>	
	<b>Chain Link Fence 6-Foot Galvanized 2" Mesh; 11-Gauge</b>						
85	Furnish & install fencing up to 10 feet						
		EA	1	\$1,152.0000	\$1,152.0000	\$1,152.0000	
86	Furnish & install fencing greater than 10 feet						
		LF	1	\$68.0000	\$68.0000	\$68.0000	
87	Furnish & install corner / pull post						
		EA	1	\$278.0000	\$278.0000	\$278.0000	
88	Furnish & install single swing gate						
		EA	1	\$1,547.0000	\$1,547.0000	\$1,547.0000	
89	Furnish & install double swing gate						
		EA	1	\$3,131.0000	\$3,131.0000	\$3,131.0000	
90	Remove existing fencing						
		LF	1	\$9.5000	\$9.5000	\$9.5000	
91	Remove existing footings						
		EA	1	\$240.0000	\$240.0000	\$240.0000	



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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
				<b>Subtotal</b>	<b>\$6,425.5000</b>	<b>\$6,425.5000</b>	
	<b>Chain Link Fence 6-Foot Vinyl Coated 2" Mesh; 11-Gauge</b>						
92	Furnish & install fencing up to 10 feet	EA	1	\$1,316.0000	\$1,316.0000	\$1,316.0000	
93	Furnish & install fencing greater than 10 feet	LF	1	\$93.0000	\$93.0000	\$93.0000	
94	Furnish & install corner / pull post	EA	1	\$324.0000	\$324.0000	\$324.0000	
95	Furnish & install single swing gate	EA	1	\$1,768.0000	\$1,768.0000	\$1,768.0000	
96	Furnish & install double swing gate	EA	1	\$4,002.0000	\$4,002.0000	\$4,002.0000	
97	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
98	Remove existing footings	EA	1	\$240.0000	\$240.0000	\$240.0000	
				<b>Subtotal</b>	<b>\$7,752.5000</b>	<b>\$7,752.5000</b>	
	<b>"Anti-Climb" Chain Link Fence 6-Foot Diamond Galvanized 1/2" Mesh; 9-Gauge 3 Strands of Barbed Wire</b>						
99	Furnish & install fencing up to 10 feet	EA	1	\$1,510.0000	\$1,510.0000	\$1,510.0000	
100	Furnish & install fencing greater than 10 feet	LF	1	\$103.0000	\$103.0000	\$103.0000	
101	Furnish & install corner / pull post	EA	1	\$278.0000	\$278.0000	\$278.0000	
102	Furnish & install single swing gate	EA	1	\$1,802.0000	\$1,802.0000	\$1,802.0000	
103	Furnish & install double swing gate	EA	1	\$3,896.0000	\$3,896.0000	\$3,896.0000	
104	Remove existing fencing	LF	1	\$9.5000	\$9.5000	\$9.5000	
105	Remove existing footings	EA	1	\$240.0000	\$240.0000	\$240.0000	
				<b>Subtotal</b>	<b>\$7,838.5000</b>	<b>\$7,838.5000</b>	
	<b>Chain Link Fence 8-Foot Galvanized 2" Mesh; 9-Gauge</b>						

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
106	Furnish & install fencing up to 10 feet	EA	1	\$1,235.0000	\$1,235.0000	\$1,235.0000	
107	Furnish & install fencing greater than 10 feet	LF	1	\$75.0000	\$75.0000	\$75.0000	
108	Furnish & install corner / pull post	EA	1	\$314.0000	\$314.0000	\$314.0000	
109	Furnish & install single swing gate	EA	1	\$1,762.0000	\$1,762.0000	\$1,762.0000	
110	Furnish & install double swing gate	EA	1	\$3,623.0000	\$3,623.0000	\$3,623.0000	
111	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
112	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$7,269.0000</b>	<b>\$7,269.0000</b>	
<b>Chain Link Fence 8-Foot Vinyl Coated 2" Mesh; 9-Gauge</b>							
113	Furnish & install fencing up to 10 feet	EA	1	\$1,465.0000	\$1,465.0000	\$1,465.0000	
114	Furnish & install fencing greater than 10 feet	LF	1	\$96.0000	\$96.0000	\$96.0000	
115	Furnish & install corner / pull post	EA	1	\$376.0000	\$376.0000	\$376.0000	
116	Furnish & install single swing gate	EA	1	\$1,994.0000	\$1,994.0000	\$1,994.0000	
117	Furnish & install double swing gate	EA	1	\$4,766.0000	\$4,766.0000	\$4,766.0000	
118	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
119	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$8,957.0000</b>	<b>\$8,957.0000</b>	
<b>Chain Link Fence 8-Foot Galvanized 1 1/2" Mesh; 9-Gauge</b>							
120	Furnish & install fencing up to 10 feet	EA	1	\$1,315.0000	\$1,315.0000	\$1,315.0000	

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Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
121	Furnish & install fencing greater than 10 feet	LF	1	\$78.0000	\$78.0000	\$78.0000	
122	Furnish & install corner / pull post	EA	1	\$278.0000	\$278.0000	\$278.0000	
123	Furnish & install single swing gate	EA	1	\$1,803.0000	\$1,803.0000	\$1,803.0000	
124	Furnish & install double swing gate	EA	1	\$3,787.0000	\$3,787.0000	\$3,787.0000	
125	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
126	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$7,521.0000</b>	<b>\$7,521.0000</b>	
<b>Chain Link Fence 8-Foot Vinyl Coated 1½" Mesh; 9-Gauge</b>							
127	Furnish & install fencing up to 10 feet	EA	1	\$1,521.0000	\$1,521.0000	\$1,521.0000	
128	Furnish & install fencing greater than 10 feet	LF	1	\$103.0000	\$103.0000	\$103.0000	
129	Furnish & install corner / pull post	EA	1	\$324.0000	\$324.0000	\$324.0000	
130	Furnish & install single swing gate	EA	1	\$2,064.0000	\$2,064.0000	\$2,064.0000	
131	Furnish & install double swing gate	EA	1	\$5,116.0000	\$5,116.0000	\$5,116.0000	
132	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
133	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$9,388.0000</b>	<b>\$9,388.0000</b>	
<b>Chain Link Fence 8-Foot Galvanized 2" Mesh; 9-Gauge 3 Strands of Barbed Wire</b>							
134	Furnish & install fencing up to 10 feet	EA	1	\$1,321.0000	\$1,321.0000	\$1,321.0000	
135	Furnish & install fencing greater than 10 feet	LF	1	\$90.0000	\$90.0000	\$90.0000	

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Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
136	Furnish & install corner / pull post	EA	1	\$314.0000	\$314.0000	\$314.0000	
137	Furnish & install single swing gate	EA	1	\$1,777.0000	\$1,777.0000	\$1,777.0000	
138	Furnish & install double swing gate	EA	1	\$3,771.0000	\$3,771.0000	\$3,771.0000	
139	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
140	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$7,533.0000</b>	<b>\$7,533.0000</b>	
<b>Chain Link Fence 8-Foot Galvanized 1 1/4" Mesh; 9-Gauge 3 Strands of Barbed Wire</b>							
141	Furnish & install fencing up to 10 feet	EA	1	\$1,401.0000	\$1,401.0000	\$1,401.0000	
142	Furnish & install fencing greater than 10 feet	LF	1	\$93.0000	\$93.0000	\$93.0000	
143	Furnish & install corner / pull post	EA	1	\$314.0000	\$314.0000	\$314.0000	
144	Furnish & install single swing gate	EA	1	\$1,818.0000	\$1,818.0000	\$1,818.0000	
145	Furnish & install double swing gate	EA	1	\$3,935.0000	\$3,935.0000	\$3,935.0000	
146	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
147	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$7,821.0000</b>	<b>\$7,821.0000</b>	
<b>"Anti-Climb" Chain Link Fence 8-Foot Diamond Galvanized 1/2" Mesh; 9-Gauge 3 Strands of Barbed Wire</b>							
148	Furnish & install fencing up to 10 feet	EA	1	\$1,624.0000	\$1,624.0000	\$1,624.0000	
149	Furnish & install fencing greater than 10 feet	LF	1	\$115.0000	\$115.0000	\$115.0000	
150	Furnish & install corner / pull post	EA	1	\$314.0000	\$314.0000	\$314.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
151	Furnish & install single swing gate	EA	1	\$1,860.0000	\$1,860.0000	\$1,860.0000	
152	Furnish & install double swing gate	EA	1	\$4,347.0000	\$4,347.0000	\$4,347.0000	
153	Remove existing fencing	LF	1	\$10.0000	\$10.0000	\$10.0000	
154	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$8,520.0000</b>	<b>\$8,520.0000</b>	
<b>Chain Link Fence 12-Foot Galvanized 2" Mesh; 9-Gauge</b>							
155	Furnish & install fencing up to 10 feet	EA	1	\$3,468.0000	\$3,468.0000	\$3,468.0000	
156	Furnish & install fencing greater than 10 feet	LF	1	\$200.0000	\$200.0000	\$200.0000	
157	Furnish & install corner / pull post	EA	1	\$1,050.0000	\$1,050.0000	\$1,050.0000	
158	Furnish & install single roll gate	EA	1	\$4,743.0000	\$4,743.0000	\$4,743.0000	
159	Furnish & install double roll gate	EA	1	\$8,600.0000	\$8,600.0000	\$8,600.0000	
160	Remove existing fencing	LF	1	\$15.0000	\$15.0000	\$15.0000	
161	Remove existing footings	EA	1	\$1,075.0000	\$1,075.0000	\$1,075.0000	
				<b>Subtotal</b>	<b>\$19,151.0000</b>	<b>\$19,151.0000</b>	
<b>Chain Link Fence 12-Foot Vinyl Coated 2" Mesh; 9-Gauge</b>							
162	Furnish & install fencing up to 10 feet	EA	1	\$3,932.0000	\$3,932.0000	\$3,932.0000	
163	Furnish & install fencing greater than 10 feet	LF	1	\$235.0000	\$235.0000	\$235.0000	
164	Furnish & install corner / pull post	EA	1	\$1,155.0000	\$1,155.0000	\$1,155.0000	
165	Furnish & install single roll gate	EA	1	\$5,355.0000	\$5,355.0000	\$5,355.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
166	Furnish & install double roll gate	EA	1	\$9,800.0000	\$9,800.0000	\$9,800.0000	
167	Remove existing fencing	LF	1	\$15.0000	\$15.0000	\$15.0000	
168	Remove existing footings	EA	1	\$1,075.0000	\$1,075.0000	\$1,075.0000	
				<b>Subtotal</b>	<b>\$21,567.0000</b>	<b>\$21,567.0000</b>	
<b>Chain Link Fence 12-Foot Galvanized 1 1/4" Mesh; 9-Gauge</b>							
169	Furnish & install fencing up to 10 feet	EA	1	\$3,591.0000	\$3,591.0000	\$3,591.0000	
170	Furnish & install fencing greater than 10 feet	LF	1	\$220.0000	\$220.0000	\$220.0000	
171	Furnish & install corner / pull post	EA	1	\$1,040.0000	\$1,040.0000	\$1,040.0000	
172	Furnish & install single roll gate	EA	1	\$4,900.0000	\$4,900.0000	\$4,900.0000	
173	Furnish & install double roll gate	EA	1	\$9,900.0000	\$9,900.0000	\$9,900.0000	
174	Remove existing fencing	LF	1	\$15.0000	\$15.0000	\$15.0000	
175	Remove existing footings	EA	1	\$1,075.0000	\$1,075.0000	\$1,075.0000	
				<b>Subtotal</b>	<b>\$20,741.0000</b>	<b>\$20,741.0000</b>	
<b>Chain Link Fence 12-Foot Vinyl Coated 1 1/4" Mesh; 9-Gauge</b>							
176	Furnish & install fencing up to 10 feet	EA	1	\$4,145.0000	\$4,145.0000	\$4,145.0000	
177	Furnish & install fencing greater than 10 feet	LF	1	\$272.0000	\$272.0000	\$272.0000	
178	Furnish & install corner / pull post	EA	1	\$1,155.0000	\$1,155.0000	\$1,155.0000	
179	Furnish & install single roll gate	EA	1	\$5,865.0000	\$5,865.0000	\$5,865.0000	
180	Furnish & install double roll gate	EA	1	\$10,554.0000	\$10,554.0000	\$10,554.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
181	Remove existing fencing						
		LF	1	\$15.0000	\$15.0000	\$15.0000	
182	Remove existing footings						
		EA	1	\$1,075.0000	\$1,075.0000	\$1,075.0000	
				<b>Subtotal</b>	<b>\$23,081.0000</b>	<b>\$23,081.0000</b>	
<b>Chain Link Fence 12-Foot Galvanized 2" Mesh; 9-Gauge 3 Strands of Barbed Wire</b>							
183	Furnish & install fencing up to 10 feet						
		EA	1	\$3,581.0000	\$3,581.0000	\$3,581.0000	
184	Furnish & install fencing greater than 10 feet						
		LF	1	\$225.0000	\$225.0000	\$225.0000	
185	Furnish & install corner / pull post						
		EA	1	\$1,040.0000	\$1,040.0000	\$1,040.0000	
186	Furnish & install single roll gate						
		EA	1	\$5,649.0000	\$5,649.0000	\$5,649.0000	
187	Furnish & install double roll gate						
		EA	1	\$9,805.0000	\$9,805.0000	\$9,805.0000	
188	Remove existing fencing						
		LF	1	\$15.0000	\$15.0000	\$15.0000	
189	Remove existing footings						
		EA	1	\$1,075.0000	\$1,075.0000	\$1,075.0000	
				<b>Subtotal</b>	<b>\$21,390.0000</b>	<b>\$21,390.0000</b>	
<b>Chain Link Fence 12-Foot Galvanized 1½" Mesh; 9-Gauge 3 Strands of Barbed Wire</b>							
190	Furnish & install fencing up to 10 feet						
		EA	1	\$3,659.0000	\$3,659.0000	\$3,659.0000	
191	Furnish & install fencing greater than 10 feet						
		LF	1	\$235.0000	\$235.0000	\$235.0000	
192	Furnish & install corner / pull post						
		EA	1	\$1,040.0000	\$1,040.0000	\$1,040.0000	
193	Furnish & install single roll gate						
		EA	1	\$5,835.0000	\$5,835.0000	\$5,835.0000	
194	Furnish & install double roll gate						
		EA	1	\$9,910.0000	\$9,910.0000	\$9,910.0000	
195	Remove existing fencing						
		LF	1	\$15.0000	\$15.0000	\$15.0000	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
196	Remove existing footings						
		EA	1	\$1,075.0000	\$1,075.0000	\$1,075.0000	
				<b>Subtotal</b>	<b>\$21,769.0000</b>	<b>\$21,769.0000</b>	
	<b>Blue\Green Wave Vinyl-Coated Chain Link Fence Ranging 5 - 6 feet 1 1/4" Mesh; 9-Gauge Knuckle-knuckle with top/bottom rail</b>						
197	Furnish & install fencing up to 10 feet						
		EA	1	\$2,300.0000	\$2,300.0000	\$2,300.0000	
198	Furnish & install fencing greater than 10 feet						
		LF	1	\$110.0000	\$110.0000	\$110.0000	
199	Furnish & install corner / pull post						
		EA	1	\$377.0000	\$377.0000	\$377.0000	
200	Furnish & install single swing gate						
		EA	1	\$2,500.0000	\$2,500.0000	\$2,500.0000	
201	Remove existing fencing						
		LF	1	\$10.0000	\$10.0000	\$10.0000	
202	Remove existing footings						
		EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$5,547.0000</b>	<b>\$5,547.0000</b>	
	<b>White Vinyl Perimeter Fence 1/2"x16" rails 5"x5"x5" post 5"x5" plain cap</b>						
203	Furnish & install fencing up to 10 feet						
		EA	1	\$2,025.0000	\$2,025.0000	\$2,025.0000	
204	Furnish & install fencing greater than 10 feet						
		LF	1	\$112.0000	\$112.0000	\$112.0000	
205	Furnish & install post						
		EA	1	\$275.0000	\$275.0000	\$275.0000	
206	Remove existing fencing						
		LF	1	\$15.0000	\$15.0000	\$15.0000	
207	Remove existing footings						
		EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$2,677.0000</b>	<b>\$2,677.0000</b>	
	<b>Wrought Iron Fence</b>						
208	Furnish & install fencing up to 8 feet						
		EA	1	\$2,434.0000	\$2,434.0000	\$2,434.0000	
209	Furnish & install fencing greater than 8 feet						
		LF	1	\$240.0000	\$240.0000	\$240.0000	



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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
210	Furnish & install end post	EA	1	\$450.0000	\$450.0000	\$450.0000	
211	Furnish & install line post	EA	1	\$400.0000	\$400.0000	\$400.0000	
212	Remove existing fencing	LF	1	\$15.0000	\$15.0000	\$15.0000	
213	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$3,789.0000</b>	<b>\$3,789.0000</b>	
<b>Wood Fence 6-Foot Stockade Southern Yellow Pine (treated)</b>							
214	Furnish & install fencing up to 8 feet	EA	1	\$1,850.0000	\$1,850.0000	\$1,850.0000	
215	Furnish & install fencing greater than 8 feet	LF	1	\$142.0000	\$142.0000	\$142.0000	
216	Furnish & install post	EA	1	\$320.0000	\$320.0000	\$320.0000	
217	Furnish & install 6'H x 10'L x 5" W double swing gate	EA	1	\$2,962.0000	\$2,962.0000	\$2,962.0000	
218	Remove existing fencing	LF	1	\$15.0000	\$15.0000	\$15.0000	
219	Remove existing footings	EA	1	\$250.0000	\$250.0000	\$250.0000	
				<b>Subtotal</b>	<b>\$5,539.0000</b>	<b>\$5,539.0000</b>	
<b>Temporary Fencing Chain Link Fence</b>							
220	Furnish, install & takedown free-standing, above-ground fence (NOT Subject to Prevailing Wage)	LF	1	\$27.0000	\$27.0000	\$27.0000	
221	Weekend rental of free-standing, above-ground fence (NOT Subject to Prevailing Wage)	\$/HR	1	\$188.0000	\$188.0000	\$188.0000	
222	Monthly rental of free-standing, above-ground fence (NOT Subject to Prevailing Wage)	\$/MO	1	\$16.5000	\$16.5000	\$16.5000	
223	Furnish, install & takedown in-ground fence (Subject to Prevailing Wage)	LF	1	\$29.0000	\$29.0000	\$29.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
224	Weekend rental of in-ground fence (Subject to Prevailing Wage)						
		\$/HR	1	\$250.0000	\$250.0000	\$250.0000	
225	Monthly rental of in-ground fence (Subject to Prevailing Wage)						
		\$/MO	1	\$12.0000	\$12.0000	\$12.0000	
				<b>Subtotal</b>	<b>\$522.5000</b>	<b>\$522.5000</b>	
	<b>Supplemental Line Items</b>						
226	Crushed rock/gravel, 3-4 inches in depth						
		SF	1	\$55.0000	\$55.0000	\$55.0000	
227	Surface grading						
		CF	1	\$550.0000	\$550.0000	\$550.0000	
228	Adding 3 strands of 4-point barbed wire to existing fencing						
		LF	1	\$15.0000	\$15.0000	\$15.0000	
229	Miscellaneous materials mark-up						
		PERCENT	1	\$15.0000	\$15.0000	\$15.0000	
				<b>Subtotal</b>	<b>\$635.0000</b>	<b>\$635.0000</b>	
	<b>Journey person Laborer Rate</b>						
230	Hourly Rate (Mon - Fri, 7:30 am to 4:30 pm)						
		HR	1	\$110.0000	\$110.0000	\$110.0000	
231	Overtime Rate (Mon - Fri, after 4:30 pm)						
		HR	1	\$165.0000	\$165.0000	\$165.0000	
232	Saturday/Sunday/Holiday Rate						
		HR	1	\$220.0000	\$220.0000	\$220.0000	
				<b>Subtotal</b>	<b>\$495.0000</b>	<b>\$495.0000</b>	
	<b>Apprentice Rate</b>						
233	Hourly Rate (Mon - Fri, 7:30 am to 4:30 pm)						
		HR	1	\$85.0000	\$85.0000	\$85.0000	
234	Overtime Rate (Mon - Fri, after 4:30 pm)						
		HR	1	\$127.5000	\$127.5000	\$127.5000	
235	Saturday/Sunday/Holiday Rate						
		HR	1	\$170.0000	\$170.0000	\$170.0000	
				<b>Subtotal</b>	<b>\$382.5000</b>	<b>\$382.5000</b>	
	<b>Helper/Laborer Rate</b>						
236	Hourly Rate (Mon - Fri, 7:30 am to 4:30 pm)						
		HR	1	\$104.0000	\$104.0000	\$104.0000	

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**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
237	Overtime Rate (Mon - Fri, after 4:30 pm)						
		HR	1	\$156.0000	\$156.0000	\$156.0000	
238	Saturday/Sunday/Holiday Rate						
		HR	1	\$208.0000	\$208.0000	\$208.0000	
				<b>Subtotal</b>	<b>\$468.0000</b>	<b>\$468.0000</b>	
	<b>Emergency Call-Out Charge</b>						
239	7:00 am - 4:30 pm (if applicable)						
		EA	1	\$1,238.0000	\$1,238.0000	\$1,238.0000	
240	4:31 pm - 6:59 am (including weekends & holidays)						
		EA	1	\$1,650.0000	\$1,650.0000	\$1,650.0000	
				<b>Subtotal</b>	<b>\$2,888.0000</b>	<b>\$2,888.0000</b>	
	<b>Price Increases</b>						
241	State the percentage increase for the second year of the term. (5% would be entered as 0.06, 10% would be entered as 0.10, etc.)						
	Year 2 of 3	PERCENT	1	\$5.0000	\$5.0000	\$5.0000	
242	State the percentage increase for the third year of the term. (5% would be entered as 0.06, 10% would be entered as 0.10, etc.)						
	Year 3 of 3	PERCENT	1	\$5.0000	\$5.0000	\$5.0000	
				<b>Subtotal</b>	<b>\$10.0000</b>	<b>\$10.0000</b>	
	<b>Extension Option</b>						
243	State the percentage increase for the first renewal option. (5% would be entered as 0.05, 10% would be entered as 0.10, etc.)						
	Renewal 1	PERCENT	1	\$5.0000	\$5.0000	\$5.0000	
244	State the percentage increase for the second renewal option. (5% would be entered as 0.05, 10% would be entered as 0.10, etc.)						
	Renewal 2	PERCENT	1	\$5.0000	\$5.0000	\$5.0000	
				<b>Subtotal</b>	<b>\$10.0000</b>	<b>\$10.0000</b>	
				<b>Total</b>	<b>\$310,392.5000</b>	<b>\$310,392.5000</b>	