

CONTRACT

34683

THIS CONTRACT is made and entered, in duplicate, as of July 19, 2017 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 18, 2017, by and between PAUL PASTUSAK DBA PASTUSAK PLUMBING COMPANY, a sole proprietorship ("Contractor"), whose address is 1644 W. 17th Street, Long Beach, California 90813, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a Notice Inviting Bids for Rainbow Harbor Sewage EVAC Repair & Upgrade in the City of Long Beach, California, dated April 3, 2017, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

WHEREAS, the City Manager accepted the bid of Contractor; and

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7089;

NOW, THEREFORE, in consideration of the mutual terms and conditions herein, the parties agree as follows:

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications No. R-7089 for Rainbow Harbor Sewage EVAC Repair & Upgrade in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's Bid for Rainbow Harbor Sewage EVAC Repair &

1 Upgrade in the City of Long Beach, California, attached hereto as Exhibit "A";
2 provided, however, that the total compensation to Contractor shall not exceed the
3 maximum cumulative amount of Eight Hundred Eleven Thousand Six Hundred
4 Dollars (\$811,600) for the estimated quantities established in the Bid, subject to
5 additions or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7089 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
14 Plans; Project Drawing No. B-4696 for this work; the California Code of Regulations;
15 the various Uniform Codes applicable to trades; the prevailing wage rates;
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the
18 Citywide Project Labor Agreement; this Contract and all documents attached hereto
19 or referenced herein including but not limited to insurance; Bond for Faithful
20 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
21 addenda or change orders issued in accordance with the Standard Specifications;
22 any permits required and issued for the work; approved final design drawings and
23 documents; the Information Sheet; and the Letter of Assent. These Contract
24 Documents are incorporated herein by the above reference and form a part of this
25 Contract.

26 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
27 if any conflict or inconsistency exists or develops among or between Contract
28 Documents, the following priority shall govern: 1) Permit(s) from other public

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

8 4. TIME FOR CONTRACT. Contractor agrees to perform the work in a
9 diligent manner within the time frames stated in Division B of the Project Specifications.
10 Time is of the essence hereunder. City will suffer damage if the work is not completed
11 within the time stated, but those damages would be difficult or impractical to determine.
12 So, Contractor shall pay to City, as liquidated damages, the amount stated in the Contract
13 Documents.

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

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

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

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

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

7 9. INSURANCE. Prior to commencement of work, and as a condition
8 precedent to the effectiveness of this Contract, Contractor shall provide to City evidence of
9 all insurance required in the Contract Documents.

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

13 10. WORK DAY. Contractor shall comply with Sections 1810 through
14 1815 of the California Labor Code regarding hours of work. Contractor shall forfeit, as a
15 penalty to City, the sum of Twenty-Five Dollars (\$25) for each worker employed by
16 Contractor or any subcontractor for each calendar day such worker is required or permitted
17 to work more than eight (8) hours unless that worker receives compensation in accordance
18 with Section 1815.

19 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing
20 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
21 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
22 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
23 work done by Contractor, or any subcontractor, under this Contract.

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any Federal or
26 State authority, Contractor shall accept as full and complete compensation under
27 this Contract such amount of money as will equal the product of multiplying the
28 Contract price stated herein by the percentage of work completed by Contractor as

1 of the date of such termination, and for which Contractor has not been paid. If the
2 work is so terminated, the City Engineer, after consultation with Contractor, shall
3 determine the percentage of work completed and the determination of the City
4 Engineer shall be final.

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

12 13. NOTICES.

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

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

23 14. BONDS. Contractor shall, simultaneously with the execution of this
24 Contract, execute and deliver to City a good and sufficient corporate surety bond, in the
25 form attached hereto and in the amount specified therein, conditioned upon the faithful
26 performance of this Contract by Contractor, and a good and sufficient corporate surety
27 bond, in the form attached hereto and in the amount specified therein, conditioned upon
28 the payment of all labor and material claims incurred in connection with this Contract.

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

7 16. CERTIFIED PAYROLL RECORDS.

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

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

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

1 and subcontractors.

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

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

13 19. TAXES AND TAX REPORTING.

14 A. As required by federal and state law, City is obligated to and
15 will report the payment of compensation to Contractor on Form 1099-Misc.
16 Contractor shall be solely responsible for payment of all federal and state taxes
17 resulting from payments under this Contract. Contractor shall submit Contractor's
18 Employer Identification Number (EIN), or Contractor's Social Security Number if
19 Contractor does not have an EIN, in writing to City's Accounts Payable, Department
20 of Financial Management. Contractor acknowledges and agrees that City has no
21 obligation to pay Contractor until Contractor provides one of these numbers.

22 B. Contractor shall cooperate with City in all matters relating to
23 taxation and the collection of taxes, particularly with respect to the self-accrual of
24 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
25 materials, equipment, supplies, or other tangible personal property totaling over
26 \$100,000 shipped from outside California, a qualified Contractor shall complete and
27 submit to the appropriate governmental entity the form in Appendix "A" attached
28 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or

1 more, Contractor shall obtain a sub-permit from the California Board of Equalization
2 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
3 in tangible personal property that was subject to sales or use tax in the previous
4 calendar year.

5 C. Contractor shall create and operate a buying company, as
6 defined in State of California Board of Equalization Regulation 1699, subpart (h), in
7 City if Contractor will purchase over \$10,000 in tangible personal property subject
8 to California sales and use tax.

9 D. In completing the form and obtaining the permit(s), Contractor
10 shall use the address of the Work site as its business address and may use any
11 address for its mailing address. Copies of the form and permit(s) shall also be
12 delivered to the City Engineer. The form must be submitted and the permit(s)
13 obtained as soon as Contractor receives a Notice to Proceed. Contractor shall not
14 order any materials or equipment over \$100,000 from vendors outside California
15 until the form is submitted and the permit(s) obtained and, if Contractor does so, it
16 shall be a material breach of this Contract. In addition, Contractor shall make all
17 purchases from the Long Beach sales office of its vendors if those vendors have a
18 Long Beach office and all purchases made by Contractor under this Contract which
19 are subject to use tax of \$500,000 or more shall be allocated to the City of Long
20 Beach. Contractor shall require the same cooperation with City, with regards to
21 subsections B, C and D under this section (including forms and permits), from its
22 subcontractors and any other subcontractors who work directly or indirectly under
23 the overall authority of this Contract.

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

28 20. ADVERTISING. Contractor shall not use the name of City, its officials

1 or employees in any advertising or solicitation for business, nor as a reference, without the
2 prior approval of the City Manager, City Engineer or designee.

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

8 22. NO PECULIAR RISK. Contractor acknowledges and agrees that the
9 work to be performed hereunder does not constitute a peculiar risk of bodily harm and that
10 no special precautions are required to perform said work.

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

15 24. SUBCONTRACTORS. Contractor agrees to and shall bind every
16 subcontractor to the terms of this Contract; provided, however, that nothing herein shall
17 create any obligation on the part of City to pay any subcontractor except in accordance
18 with a court order in an action to foreclose a stop notice. Failure of Contractor to comply
19 with this Section shall be deemed a material breach of this Contract. A list of
20 subcontractor(s) submitted by Contractor in compliance with Public Contract Code
21 Sections 4100 et seq. is attached hereto as Exhibit "D" and incorporated herein by this
22 reference.

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

1 26. GOVERNING LAW. This Contract shall be governed by and
2 construed pursuant to the laws of the State of California (except those provisions of
3 California law pertaining to conflicts of laws).

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

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

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

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

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

28 B. The failure of the Contractor to comply with the EBO will be

1 deemed to be a material breach of the Contract by the City.

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

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

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

14 30. PROJECT LABOR AGREEMENT. This Project is covered by a
15 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the
16 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory
17 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours
18 worked. The local hire provision requires best efforts to utilize qualified workers residing
19 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip
20 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.
21 However, if Project work is funded in full or in part by State of California Tideland funds,
22 then the local hire provision requires best efforts to utilize qualified workers residing within
23 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the
24 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to
25 comply with the PLA.

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

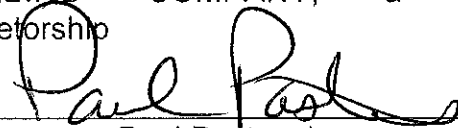
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lana Beach, CA 90802-4664

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

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

11 PAUL PASTUSAK DBA PASTUSAK
12 PLUMBING COMPANY, a sole
13 proprietorship

14 July 28, 2017


15 By 
16 Paul Pastusak

17 ATTACHED CALIF. ACKNOWLEDGMENT 07/31/17

18 "Contractor"

19 CITY OF LONG BEACH, a municipal
20 corporation

21 Aug. 9, 2017

22 By  EXECUTED PURSUANT
23 City Manager TO SECTION 301 OF
24 Tom Modic THE CITY CHARTER,
25 Assistant City Manager

26 "City"

27 This Contract is approved as to form on 8/2, 2017.

28 CHARLES PARKIN, City Attorney

By 
Deputy

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

On July 31st, 2017 before me, Jennifer Ann Zarate - Notary Public
Date Here Insert Name and Title of the Officer

personally appeared PAUL PASTUSAK
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: CONTRACT
Document Date: July 28th, 2017 Number of Pages: 12 pgs.
Signer(s) Other Than Named Above: City Manager, Charles Parkin

Capacity(ies) Claimed by Signer(s)

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

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

EXHIBIT “A”

Contractor’s Bid

BIDDER'S NAME: Pastusak Plumbing Company

**BID TO THE CITY OF LONG BEACH
Rainbow Harbor
Sewage EVAC Repair & Upgrade**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on Wednesday, May 03, 2017, at 10:00 A.M., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7089 at the prices listed below.

The basis for determination of the low, responsive bid is the sum of the Base Bid plus Alternative Bid Items No. A Through O.

The City reserves the right to award the base bid and any combination of the base bid and the alternative bid items.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

Notes:

1. Items designated (**\$**) are specialty items in accordance with the Standard Specifications for Public Works Section 2-3.2.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Mobilization and Demobilization (4% of the Items 2 Through 23)	1	LS	24,800	24,800
2.	Prepare and Implement Sewage Spill Prevention Plan	1	LS	12,500	12,500
3.	Pre-Construction Flushing and Dewatering of Existing Sewer EVAC System to City Sewer	1	LS	15,000	15,000
4.	Pre-Construction Inspection, and Pressure Testing of Existing Sewer EVAC System (Docks No.2, 3, 4, 5, 6, and Pine Ave. Pier)	6	EA	4,000	24,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
5.	Pre-Construction Pressure Testing, and CCTV Condition Inspection of Existing 4-inch Sewer EVAC Piping (1800 linear feet)	1	LS	22,900	22,900
6.	Construct 4-inch Piping, Clean-out, and Fittings from Inlet to Outlet Piping within Existing EVAC vault	1	LS	11,900	11,900
7.	Construct Electrical Improvements on Docks 2, 3, 4, 5, 6 and Pine Ave Pier	6	EA	6,000	36,000
8.	Construct Sewer EVAC Pumps (5hp, Peristaltic Type) with Wireless Remote Start/Stop System (S)	6	EA	25,500	153,000
9.	Construct 3-inch PVC suction pipe and fittings from existing sewer EVAC pipe and connect to suction side of peristaltic sewer pumps.	6	EA	3,500	21,000
10.	Remove and Dispose Existing Dock Mounted Pump Out Pedestals	11	EA	600	6,600
11.	Construct Dock Mounted Pump Out Pedestals with Wireless Remote Start/Stop System, and Suction Hose (S)	11	EA	4,500	49,500
12.	Construct 3-inch Type 316 Stainless Steel Flanged Ball Valves	12	EA	2,300	27,600
13.	Construct 3-inch Type 316 Stainless Steel Flanged Check Valves with Stainless Steel Valve Support Brackets	6	EA	2,400	14,400
14.	Remove and Dispose Existing EVAC Pipe and Hoses below Gangways (Dock to Seawall).	6	EA	2,000	12,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
15.	Construct 3-inch Stainless Steel Pipe below Gangway with Elbows and Companion Flanges	6	EA	6,100	36,600
16.	Construct EVAC Gangway Hoses with Type 316 Stainless Steel Flanged End Connections	12	EA	2,000	24,000
17.	Remove, Store, Protect and Reinstall Salvaged Dock IPE Wood Decking at each Dock	6	EA	5,000	30,000
18.	Post-Construction Visual Inspection of EVAC Piping System using Water including Repairs (Dock No. 2, 3, 4, 5, 6, and Pine Avenue Pier)	6	EA	3,000	18,000
19.	Abandon Existing Sewer EVAC Vault in Place	1	LS	32,000	32,000
20.	Comply with California Coastal Commission Conditions	1	LS	13,000	13,000
21	Temporary Construction Fencing, Windscreen with Graphics, Storage Container, Pedestrian Controls	1	LS	16,500	16,500
22	Miscellaneous Construction Items not contained in the line item categories	1	LS	25,000	25,000
23	Allowance for Sewage Pump out Service as required by the City	1	AL	Twenty Thousand Dollars	\$20,000.00

SUB-TOTAL BASE BID ITEMS (1 – 23) _____ \$646,300

ALTERNATIVE BID ITEMS

ITEM NO.	(ALTER. BID ITEMS) ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
A.	Pre-Construction Inspection, Pressure Testing, and Prepare Estimate to Repair Existing Sewer EVAC Piping for Dock No. 1	1	LS	6,000	6,000
B.	Construct Electrical Improvements for Dock No. 1	1	EA	5,900	5,900
C.	Construct Sewer EVAC Pump for Dock No. 1 (5hp, Peristaltic Type) with Wireless Remote Start/Stop System (S)	1	EA	25,500	25,500
D.	Construct 3-inch PVC suction pipe and fittings from existing sewer EVAC pipe and connect to suction side of peristaltic sewer pump.	1	EA	3,500	3,500
E.	Remove and Dispose Existing Dock Mounted Pump Out Pedestals on Dock No. 1	8	EA	600	4,800
F.	Construct Dock Mounted Pump Out Pedestals with Wireless Remote Start/Stop System, and Suction Hose for Dock No. 1 (S)	8	EA	4,500	36,000
G.	Construct 3-inch Type 316 Stainless Steel Flanged Ball Valves for Dock No. 1	2	EA	2,300	4,600
H.	Construct 3-inch Type 316 Stainless Steel Flanged Check Valves with Stainless Steel Valve Support Brackets for Dock No. 1	1	EA	2,400	2,400

ITEM NO.	(ALTER. BID ITEMS) ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
I.	Remove and Dispose Existing EVAC Pipe and Hoses below Gangways for Dock No. 1 (Dock to Seawall).	1	EA	2,500	2,500
J.	Construct 3-inch Stainless Steel Pipe below Gangway with Elbows and Companion Flanges for Dock No. 1	1	EA	6,100	6,100
K.	Construct EVAC Gangway Hoses with Type 316 Stainless Steel Flanged End Connections	1	EA	4,000	4,000
L.	Remove, Store, Protect and Reinstall Salvaged Dock IPE Wood Decking at Dock No. 1	1	EA	5,000	5,000
M.	Post-Construction Visual Inspection of EVAC Piping System using Water including Repairs For Dock No. 1	1	EA	3,000	3,000
N.	Remove and Replace Existing 3-inch PVC Sewage EVAC Pipe and Fittings below Dock Decking at Various Locations (up to 10 LF per location)	500	LF	80	40,000
O.	Remove and Replace Existing 3-inch PVC Sewage EVAC Pipe and Fittings below Dock 1 Decking	200	LF	80	16,000

SUB-TOTAL ALTERNATIVE BID ITEMS (A thru O) _____ \$165,300

TOTAL BID AMOUNT (1 – 23 & A thru O) _____ \$811,600

(S) = Specialty Item

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? no Which racial minority? _____
Is the Bidder a Women-Owned Business? no

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

Planet Bids

(Continued on next page)

ADDENDA

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

PW PW _____
1 2 3 4 5 6 7
(Initial above all appropriate numbers)

Respectfully submitted,
Paul Pastusak
Signature**

Pastusak Plumbing Company
Legal Name of Company

Paul Pastusak/ sole owner
Print Name / Title

n/a
Names of Other General Partners

n/a
Names of Other Partners

n/a
State of Incorporation

n/a
State Where Registered as LLC

1644 W. 17th Street, Long Beach
Business Address (Actual Address – Not a
City of Long Beach Post Office Box)

562.437.3346
Telephone Number / Fax Number

570076
Contractor's License Number

pastusak@verizon.net
Email Address

BU90008670
City of Long Beach Business License #

1/1/18
Business License Expiration Date

1644 W. 17th Street, Long Beach
Address on City Business License

1000008469
DIR Registration Number

(Continued on next page)

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

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

Pastusak Plumbing Company

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

Paul Pastusak

Title: owner

Date: 4.26.17

EXHIBIT B

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: 9041160
 - B. Name of Insurer (NOT Broker): State Compensation Insurance Fund
 - C. Address of Insurer: 5880 Ownes Drive, Pleasanton, CA 94588-3900
 - D. Telephone Number of Insurer: 877-405-4545

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): Ford 250: 1FTNX21F3XED42068
Chevy C23: 1GBHC23658F175573
Chevy C24: 1GBHC24U54E341538
Ford 450: 1FDXF46F6XEB16831
 - B. Automobile Liability Insurance Policy Number: BA 1050035
 - C. Name of Insurer (NOT Broker): Liberty Mutual Insurance
 - D. Address of Insurer: PO BOX 85834, San Diego, CA 92186-5834
 - E. Telephone Number of Insurer: 800-238-3085

- 3) Address of Property used to house workers on this Contract, if any: n/a

- 4) Estimated total number of workers to be employed on this Contract: 4
- 5) Estimated total wages to be paid those workers: \$180,000
- 6) Dates (or schedule) when those wages will be paid: weekly

- 7) (Describe schedule: For example, weekly or every other week or monthly)
Estimated total number of independent contractors to be used on this Contract: 2

- 8) Taxpayer's Identification Number: [REDACTED]

LIST OF SUBCONTRACTORS

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

Name John S. Meek Construction Type of Work General Contractor
 Address 14732 S Maple Ave
 City Gardena Dollar Value of Subcontract \$22,000
 Phone No. (310) 830-6323 DIR Registration No. 1000002928
 License No. _____

Name Giannelli Electric Inc. Type of Work Electrical
 Address 7000 Merrill Ave, B210C
 City Chino Dollar Value of Subcontract \$40,000
 Phone No. (909) 393-3010 DIR Registration No. 1000000830
 License No. 601947

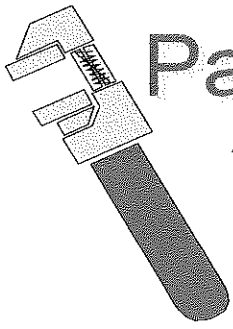
Name _____ Type of Work _____
 Address _____
 City _____ Dollar Value of Subcontract \$
 Phone No. _____ DIR Registration No. _____
 License No. _____

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

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

EXHIBIT “E”

Letter of Assent



Pastusak Plumbing Company

1644 W 17th St.
Long Beach, CA 90813
Phone: (562) 437-3346
Email: pastusak@verizon.net

PLA Administrator
City of Long Beach
333 W. Ocean Blvd
Long Beach, CA 90802

Re: Project Labor Agreement- Letter of Assent

Dear Sir,

This is to confirm that Pastusak Plumbing Company agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

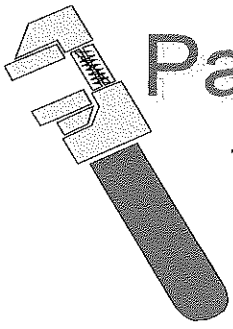
Sincerely,

Pastusak Plumbing Company

By: _____

A handwritten signature in black ink, appearing to read 'Paul Pastusak', written over a horizontal line.

Paul Pastusak, Owner



Pastusak Plumbing Company

1644 W 17th St.
Long Beach, CA 90813
Phone: (562) 437-3346
Email: pastusak@verizon.net

UA Plumbers, Local 78
1111 West James M. Wood Blvd,
Los Angeles, CA 90015

Re: Project Labor Agreement- Letter of Assent

Dear Sir,

This is to confirm that Pastusak Plumbing Company agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Pastusak Plumbing Company

By: _____

Paul Pastusak, Owner



Open this message in your preferred email client

PLA Long Beach Rainbow Harbor

12/17/2016

Ellen Pastusak <pastusak@verizon.net>
To: j.diaz@uaplumber78.com

Mon, Jul 31, 2017 at 3:59 PM

Hi Jeremy,
Please see the attached Letter of Assent that Pastusak Plumbing is entering with the City of Long Beach.

Thank you,
Hayley White
Pastusak Plumbing Company

 **PLA Letter of Assent .pdf**
2081K

APPENDIX “A”

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

I am a county, city, city and county, or redevelopment agency.

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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

This bond was issued in two(2) identical counterparts.

Bond No. 381401
Premium: \$20,290.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, PAUL PASTUSAK DBA PASTUSAK PLUMBING COMPANY, a sole proprietorship, as PRINCIPAL, and Indemnity Company of California located at 500 S Kraemer Blvd, Suite 300, Brea, CA 92821, a corporation, incorporated under the laws of the State of California, 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 EIGHT HUNDRED ELEVEN THOUSAND SIX HUNDRED DOLLARS (\$811,600), 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 Rainbow Harbor Sewage EVAC Repair & Upgrade and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 24th day of July, 2017.

PAUL PASTUSAK DBA PASTUSAK PLUMBING COMPANY,
a sole proprietorship

By: [Signature]
Name: Paul PASTUSAK
Title: OWNER

Indemnity Company of California
SURETY, admitted in California

By: [Signature]
Name: Andrew J. Waterbury
Title: Attorney-in-Fact
Telephone: (714) 955-4032

ATTACHED CALIF. ACKNOWLEDGMENT OK
07/31/17

Approved as to form this 2nd day
of August, 2017.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Approved as to sufficiency this 7th day
of August, 2017.

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)
On July 31st, 2017 before me, Jennifer Ann Zarate - Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared PAUL PASTUSAK
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond for Faithful Performance
Document Date: July 31st, 2017 Number of Pages: 1Pg.
Signer(s) Other Than Named Above: Andrew J. Waterburg, Charles Perrin

Capacity(ies) Claimed by Signer(s)

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

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

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.

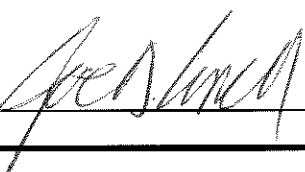
State of California
County of Orange)

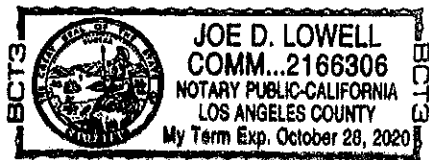
On July 24, 2017 before me, Joe D. Lowell, Notary Public
(insert name and title of the officer)

personally appeared Andrew J. Waterbury,
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)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Andrew J. Waterbury, Lisa M. Scavetta, Mary R. McKee, Vincent C. Miseo, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24th day of July, 2017.

By: *Cassie J. Berrisford*
Cassie J. Berrisford, Assistant Secretary



LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, PAUL PASTUSAK DBA PASTUSAK PLUMBING COMPANY, a sole proprietorship, as PRINCIPAL, and Indemnity Company of California, located at 500 S Kraemer Blvd, Suite 300, Brea, CA 92821, a corporation, incorporated under the laws of the State of California, 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, a municipal corporation, in the sum of EIGHT HUNDRED ELEVEN THOUSAND SIX HUNDRED DOLLARS (\$811,600), 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 Rainbow Harbor Sewage EVAC Repair & Upgrade is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 24th day of July, 2017.

PAUL PASTUSAK DBA PASTUSAK PLUMBING COMPANY, a sole proprietorship

By: [Signature]
Name: Paul Pastusak
Title: owner

Indemnity Company of California
SURETY, admitted in California

By: [Signature]
Name: Andrew J. Waterbury
Title: Attorney-in-Fact

Telephone: (714) 955-4032

ATTACHED CALIF. ACKNOWLEDGMENT OK
07/31/17

Approved as to form this 2nd day of August, 2017.

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

Approved as to sufficiency this 7th day of August, 2017.

By: [Signature]
City Manager/City Engineer

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Los Angeles)

On July 31st, 2017 before me, Jennifer Ann Zarate - Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared PAUL PASTUSAK
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: LABOR and Material Bond

Document Date: July 31st, 2017 Number of Pages: 1 page

Signer(s) Other Than Named Above: Andrew J. Waterburg, Charles Parkin

Capacity(ies) Claimed by Signer(s)

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

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

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)

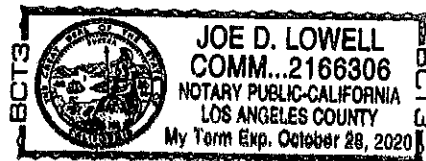
On July 24, 2017 before me, Joe D. Lowell, Notary Public
(insert name and title of the officer)

personally appeared Andrew J. Waterbury,
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 *Joe D. Lowell* (Seal)



**POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
INDEMNITY COMPANY OF CALIFORNIA
PO Box 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each hereby make, constitute and appoint:

Andrew J. Waterbury, Lisa M. Scavetta, Mary R. McKee, Vincent C. Miseo, jointly or severally

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Boards of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, Executive Vice-President, Senior Vice-President or any Vice President of the corporations be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of either of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporations when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective officers and attested by their respective Secretary or Assistant Secretary this 6th day of February, 2017.

By: *Daniel Young*
Daniel Young, Senior Vice-President

By: *Mark Lansdon*
Mark Lansdon, Vice-President



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 February 6, 2017 before me, Lucille Raymond, Notary Public
Date Here Insert Name and Title of the Officer

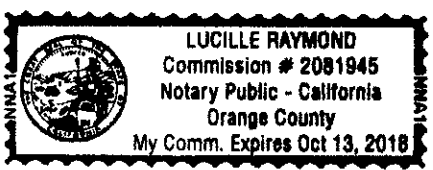
personally appeared Daniel Young and Mark Lansdon
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature *Lucille Raymond*
Lucille Raymond, Notary Public



Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this 24th day of July, 2017.

By: *Cassie J. Barrisford*
Cassie J. Barrisford, Assistant Secretary

