

AGREEMENT

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3 THIS AGREEMENT is made and entered, in duplicate, as of June 20, 2018,
4 for reference purposes only, pursuant to a minute order adopted by the City Council of the
5 City of Long Beach at its meeting on June 19, 2018, by and between STONHARD, A
6 DIVISION OF STONCOR GROUP, INC., a Delaware corporation ("Contractor"), with a
7 place of business at 1000 East Park Ave., Maple Shade, NJ 08052, and the CITY OF
8 LONG BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be
10 performed in connection with commercial shop floor coating ("Project"); and

11 WHEREAS, City has selected Contractor in accordance with City's
12 administrative procedures using a Request for Proposals No. FS 18-021 ("RFP"),
13 incorporated herein by this reference, and City has determined that Contractor and its
14 employees are qualified, licensed, if so required, and experienced in performing these
15 specialized services; and

16 WHEREAS, City desires to have Contractor perform these specialized
17 services, and Contractor is willing and able to do so on the terms and conditions in this
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Contractor shall furnish specialized services more particularly
23 described in the RFP and Exhibit "A", attached to this Agreement and incorporated
24 by this reference, in accordance with the standards of the profession, and City shall
25 pay for these services in the manner described below, not to exceed Two Hundred
26 Seventy Thousand Two Hundred Fifty Dollars (\$270,250), at the rates or charges
27 shown in Exhibit "B".

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1 B. The City's obligation to pay the sum stated above for any one
2 fiscal year shall be contingent upon the City Council of the City appropriating the
3 necessary funds for such payment by the City in each fiscal year during the term
4 of this Agreement. For the purposes of this Section, a fiscal year commences on
5 October 1 of the year and continues through September 30 of the following year.
6 In the event that the City Council of the City fails to appropriate the necessary
7 funds for any fiscal year, then, and in that event, the Agreement will terminate at
8 no additional cost or obligation to the City.

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

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

27 E. Contractor represents that Contractor has obtained all
28 necessary information on conditions and circumstances that may affect its

1 performance and has conducted site visits, if necessary.

2 F. CAUTION: Contractor shall not begin work until this
3 Agreement has been signed by both parties and until Contractor's evidence of
4 insurance has been delivered to and approved by City.

5 2. TIME FOR CONTRACT. Contractor shall commence work on a date
6 to be specified in writing by City and shall complete all work within Ninety (90)
7 working/calendar days thereafter, subject to strikes, lockouts and events beyond the
8 control of Contractor. Time is of the essence hereunder.

9 3. COORDINATION AND ORGANIZATION.

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

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

23 4. INDEPENDENT CONTRACTOR. In performing its services,
24 Contractor is and shall act as an independent contractor and not an employee,
25 representative or agent of City. Contractor shall have control of Contractor's work and
26 the manner in which it is performed. Contractor shall be free to contract for similar
27 services to be performed for others during this Agreement; provided, however, that
28 Contractor acts in accordance with Section 9 and Section 11 of this Agreement.

1 Contractor acknowledges and agrees that (a) City will not withhold taxes of any kind from
2 Contractor's compensation; (b) City will not secure workers' compensation or pay
3 unemployment insurance to, for or on Contractor's behalf; and (c) City will not provide
4 and Contractor is not entitled to any of the usual and customary rights, benefits or
5 privileges of City employees. Contractor expressly warrants that neither Contractor nor
6 any of Contractor's employees or agents shall represent themselves to be employees or
7 agents of City.

8 5. INSURANCE.

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

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

1 that the insurer waives its right of subrogation against City, its boards and
2 commissions, and their officials, employees and agents.

3 ii. Workers' Compensation insurance as required by the
4 California Labor Code and employer's liability insurance in an amount not
5 less than \$1,000,000. This policy shall be endorsed to state that the insurer
6 waives its right of subrogation against City, its boards and commissions,
7 and their officials, employees and agents.

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

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

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

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

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Contractor guarantees that Contractor will provide to City evidence of
2 uninterrupted, continuing coverage for a period of not less than three (3) years,
3 commencing on the date this Agreement expires or is terminated.

4 E. Contractor shall require that all subconsultants or contractors
5 that Contractor uses in the performance of these services maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk
7 Manager or designee.

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

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

23 H. The procuring or existence of insurance shall not be
24 construed or deemed as a limitation on liability relating to Contractor's
25 performance or as full performance of or compliance with the indemnification
26 provisions of this Agreement.

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
28 contemplates the personal services of Contractor and Contractor's employees, and the

1 parties acknowledge that a substantial inducement to City for entering this Agreement
2 was and is the professional reputation and competence of Contractor and Contractor's
3 employees. Contractor shall not assign its rights or delegate its duties under this
4 Agreement, or any interest in this Agreement, or any portion of it, without the prior
5 approval of City, except that Contractor may with the prior approval of the City Manager
6 of City, assign any moneys due or to become due Contractor under this Agreement. Any
7 attempted assignment or delegation shall be void, and any assignee or delegate shall
8 acquire no right or interest by reason of an attempted assignment or delegation.
9 Furthermore, Contractor shall not subcontract any portion of its performance without the
10 prior approval of the City Manager or designee, or substitute an approved subconsultant
11 or contractor without approval prior to the substitution. Nothing stated in this Section
12 shall prevent Contractor from employing as many employees as Contractor deems
13 necessary for performance of this Agreement.

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

24 8. MATERIALS. Contractor shall furnish all labor and supervision,
25 supplies, materials, tools, machinery, equipment, appliances, transportation and services
26 necessary to or used in the performance of Contractor's obligations under this
27 Agreement, except as stated in Exhibit "D".

28 9. OWNERSHIP OF DATA. All materials, information and data

1 prepared, developed or assembled by Contractor or furnished to Contractor in connection
2 with this Agreement, including but not limited to documents, estimates, calculations,
3 studies, maps, graphs, charts, computer disks, computer source documentation,
4 samples, models, reports, summaries, drawings, designs, notes, plans, information,
5 material and memorandum ("Data") shall be the exclusive property of City. Data shall be
6 given to City, and City shall have the unrestricted right to use and disclose the Data in
7 any manner and for any purpose without payment of further compensation to Contractor.
8 Copies of Data may be retained by Contractor but Contractor warrants that Data shall not
9 be made available to any person or entity for use without the prior approval of City. This
10 warranty shall survive termination of this Agreement for five (5) years.

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

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

1 Agreement.

2 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for
3 a breach of confidentiality with respect to Data that: (a) Contractor demonstrates
4 Contractor knew prior to the time City disclosed it; or (b) is or becomes publicly available
5 without breach of this Agreement by Contractor; or (c) a third party who has a right to
6 disclose does so to Contractor without restrictions on further disclosure; or (d) must be
7 disclosed pursuant to subpoena or court order.

8 13. ADDITIONAL COSTS AND REDESIGN.

9 A. Any costs incurred by City due to Contractor's failure to meet
10 the standards required by the scope of work or Contractor's failure to perform fully
11 the tasks described in the scope of work which, in either case, causes City to
12 request that Contractor perform again all or part of the Scope of Work shall be at
13 the sole cost of Contractor and City shall not pay any additional compensation to
14 Contractor for its re-performance.

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

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

27 15. LAW. This Agreement shall be construed in accordance with the
28 laws of the State of California, and the venue for any legal actions brought by any party

1 with respect to this Agreement shall be the County of Los Angeles, State of California for
2 state actions and the Central District of California for any federal actions. Contractor
3 shall cause all work performed in connection with construction of the Project to be
4 performed in compliance with (1) all applicable laws, ordinances, rules and regulations of
5 federal, state, county or municipal governments or agencies (including, without limitation,
6 all applicable federal and state labor standards, including the prevailing wage provisions
7 of sections 1770 *et seq.* of the California Labor Code); and (2) all directions, rules and
8 regulations of any fire marshal, health officer, building inspector, or other officer of every
9 governmental agency now having or hereafter acquiring jurisdiction.

10 16. PREVAILING WAGES.

11 A. Contractor agrees that all public work (as defined in California
12 Labor Code section 1720) performed pursuant to this Agreement (the "Public
13 Work"), if any, shall comply with the requirements of California Labor Code
14 sections 1770 *et seq.* City makes no representation or statement that the Project,
15 or any portion thereof, is or is not a "public work" as defined in California Labor
16 Code section 1720.

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

28 17. ENTIRE AGREEMENT. This Agreement, including all Exhibits,

1 constitutes the entire understanding between the parties and supersedes all other
2 agreements, oral or written, with respect to the subject matter in this Agreement.

3 18. INDEMNITY.

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

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

27 C. If a court of competent jurisdiction determines that a Claim
28 was caused by the sole negligence or willful misconduct of Indemnified Parties,

1 Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the
2 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
3 percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

6 19. AMBIGUITY. In the event of any conflict or ambiguity between this
7 Agreement and any Exhibit, the provisions of this Agreement shall govern.

8 20. NONDISCRIMINATION.

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

19 B. It is the policy of City to encourage the participation of
20 Disadvantaged, Minority and Women-Owned Business Enterprises in City's
21 procurement process, and Contractor agrees to use its best efforts to carry out this
22 policy in its use of subconsultants and contractors to the fullest extent consistent
23 with the efficient performance of this Agreement. Contractor may rely on written
24 representations by subconsultants and contractors regarding their status.
25 Contractor shall report to City in May and in December or, in the case of short-
26 term agreements, prior to invoicing for final payment, the names of all
27 subconsultants and contractors hired by Contractor for this Project and information
28 on whether or not they are a Disadvantaged, Minority or Women-Owned Business

1 Enterprise, as defined in Section 8 of the Small Business Act (15 U.S.C. Sec.
2 637).

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

7 A. During the performance of this Agreement, the Contractor
8 certifies and represents that the Contractor will comply with the EBO. The
9 Contractor agrees to post the following statement in conspicuous places at its
10 place of business available to employees and applicants for employment:

11 "During the performance of a contract with the City of Long Beach, the
12 Contractor will provide equal benefits to employees with spouses and its
13 employees with domestic partners. Additional information about the City of
14 Long Beach's Equal Benefits Ordinance may be obtained from the City of
15 Long Beach Business Services Division at 562-570-6200."

16 B. The failure of the Contractor to comply with the EBO will be
17 deemed to be a material breach of the Agreement by the City.

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

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

25 E. If the City determines that the Contractor has set up or used
26 its contracting entity for the purpose of evading the intent of the EBO, the City may
27 terminate the Agreement on behalf of the City. Violation of this provision may be
28 used as evidence against the Contractor in actions taken pursuant to the

1 provisions of Long Beach Municipal Code Section 2.93 et seq., Contractor
2 Responsibility.

3 22. NOTICES. Any notice or approval required by this Agreement shall
4 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
5 postage prepaid, addressed to Contractor at the address first stated above, and to City at
6 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a
7 copy to the City Engineer at the same address. Notice of change of address shall be
8 given in the same manner as stated for other notices. Notice shall be deemed given on
9 the date deposited in the mail or on the date personal delivery is made, whichever occurs
10 first.

11 23. COPYRIGHTS AND PATENT RIGHTS.

12 A. Contractor shall place the following copyright protection on all
13 Data: © City of Long Beach, California _____, inserting the appropriate year.

14 B. City reserves the exclusive right to seek and obtain a patent
15 or copyright registration on any Data or other result arising from Contractor's
16 performance of this Agreement. By executing this Agreement, Contractor assigns
17 any ownership interest Contractor may have in the Data to City.

18 C. Contractor warrants that the Data does not violate or infringe
19 any patent, copyright, trade secret or other proprietary right of any other party.
20 Contractor agrees to and shall protect, defend, indemnify and hold City, its officials
21 and employees harmless from any and all claims, demands, damages, loss,
22 liability, causes of action, costs or expenses (including reasonable attorney's fees)
23 whether or not reduced to judgment, arising from any breach or alleged breach of
24 this warranty.

25 24. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
26 that Contractor has not employed or retained any entity or person to solicit or obtain this
27 Agreement and that Contractor has not paid or agreed to pay any entity or person any
28 fee, commission or other monies based on or from the award of this Agreement. If

1 Contractor breaches this warranty, City shall have the right to terminate this Agreement
2 immediately notwithstanding the provisions of Section 10 or, in its discretion, to deduct
3 from payments due under this Agreement or otherwise recover the full amount of the fee,
4 commission or other monies.

5 25. WAIVER. The acceptance of any services or the payment of any
6 money by City shall not operate as a waiver of any provision of this Agreement or of any
7 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
8 Agreement shall not constitute a waiver of any other or subsequent breach of this
9 Agreement.

10 26. CONTINUATION. Termination or expiration of this Agreement shall
11 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
12 17, 19, 22 and 28 prior to termination or expiration of this Agreement.

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

21 28. ADVERTISING. Contractor shall not use the name of City, its
22 officials or employees in any advertising or solicitation for business or as a reference,
23 without the prior approval of the City Manager or designee.

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

28 30. THIRD PARTY BENEFICIARY. This Agreement is not intended or

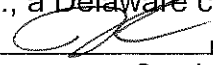
OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

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

7/9, 2018

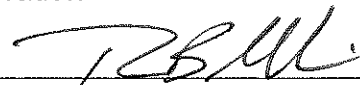
STONHARD, A DIVISION OF STONCOR GROUP, INC., a Delaware corporation
By 
Name Brianna Palmucci
Title Supervisor, Contract Administration

7/9, 2018

By 
Name Connie Stein
Title Supervisor

"Contractor"

July 30, 2018

CITY OF LONG BEACH, a municipal corporation
By 
City Manager

"City"

This Agreement is approved as to form on July 25, 2018.

CHARLES PARKIN, City Attorney

By 
Deputy

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

EXHIBIT “A”

Scope of Work

City of Long Beach

Request For Proposals Number RFP FS 18-021

For Commercial Shop Floor Coating

Release Date:	01/16/2018
Mandatory Pre-Proposal Meeting:	01/29/2018 @ 10:30 AM
Questions Due to the City:	02/06/2018 by 4:00 PM
Posting of the Q & A:	02/13/2018 by 4:00 PM
Due Date:	02/21/2018 by 4:00 PM

For additional information, please contact:
Michelle King, Buyer, 562-570-6020

See Section 4 for instructions on submitting proposals.

Company Name Stonhard, div. of Stoncor Group, Inc. Contact Person Ricky Tran
Address 1000 East Park Ave City Maple Shade State NJ Zip 08052
Telephone (949) 322-4029 Fax (856) 321-7635 Federal Tax ID No. 56-0184790
E-mail: rtran@stonhard.com

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

I have read, understand, and agree to all terms and conditions herein. Date 2/27/18

Signed Katherine Rocanella

Print Name & Title Katherine Rocanella - Sales Administrator

Rev 2016 1226

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- A. CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
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1. OVERVIEW OF PROJECT

The City of Long Beach (City) Department of Financial Management (Department), Fleet Services Bureau is seeking proposals from qualified firms or individuals to strip or grind existing garage floors, repair chips, cracks, prepare and re-coat concrete with a strong, long-lasting, non-porous and scratch-resistant epoxy coating that protects from stains, abrasions and damage. The floors are located in the maintenance bays of the Fleet Services Building.

City vehicles and equipment are repaired and garaged on the floors on a daily basis, so residue from these vehicles would need be removed from the floors prior to applying a new surface. Cracks, chips and concrete damage would also need to be repaired prior to applying a new surface.

The stripes (yellow and red) on the floor indicate paths of travel and would also have to be redone as part of the project. Walk way areas will require a non-slip or abrasive surface.

The area to be resurfaced is 17 years old and measures approximately 51,211 square feet. The garage is partitioned into two sections (the Light Vehicle Line and the Heavy Vehicle Line) with separate Stock Room, Tire, Decal, Welding and Smog Shop areas. The City is requesting quotes on all areas even though the City may choose to do some or all of the areas.

The maintenance facility cannot close. Work will need to be scheduled and coordinated with City Staff to minimize work flow disruption, preferably during the evening and weekends.

This project will require moving equipment, hoists and other items currently bolted to the floors in the maintenance bays.

2. ACRONYMS/DEFINITIONS

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

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

3. SCOPE OF PROJECT

3.1 Key requirements

3.1. Floors must be properly prepped. Damage, cracks and chips must be repaired prior to applying new coating. Describe prep work to be performed. If grinding describe the depth of the grind.

3.1.2 Floor coating must be durable and withstand a Shop/Garage environment and must be able to withstand fuel, chemical spills, shop equipment, tools and heavy vehicle traffic.

3.1.3 Please price stripping separately, specifying type of material to be used and how it will be applied. (see exhibit B)

3.1.4 Please price charges for a non-slip surface in the Heavy and Light line walkways.

3.1.5 Please price removal and reinstallation of equipment, hoists etc. in the shop areas.

3.2 Contractor response and responsibilities

3.2.1 Contractor shall propose the sections to be recoated along with the timeline for that area.

3.2.2 Contractor shall propose the schedule and process for unbolting, moving equipment, tools, shelving and other items from the work area as well as the reinstallation of removed items.

3.2.3 Contractor shall specify detailed information on the type of material and the process of applying the material. Also the life expectancy of the proposed Floor system and stripes.

3.2.4 Contractor shall furnish and deliver equipment, materials or services FOB

3.2.5 All deliveries and installation work shall be performed during regular work hours, defined as 6:00 A.M. to 5:00 P.M. (PST) Monday through Friday. Changes may be granted with written approval by the City

3.2.6 Contractor will provide City with choice of available flooring colors and City will select color(s)

3.2.7 Prior to any repairs being made, a City representative must approve evidence of hidden damage repairs and any additional costs. The City may choose an on-site visual inspection or may defer to digital photographic evidence via e-mail.

3.2.8 Please quote the Stock Room, Weld Shop, Tire Shop floor bids separately but on the same quote. Also price the stripping for these areas separately, but on the same proposal. The City may choose to do some or all areas.

3.2.9 Warranty of flooring must be a single source including material and labor. Specify the length of the warranty for workmanship, material and labor.

4. SUBMITTAL INSTRUCTIONS

4.1 For questions regarding this RFP, submit all inquiries via email to rfppurchasing@longbeach.gov by January 30, 2018 by 4:00 pm. Responses to the questions will be posted on the City's website purchasing.longbeach.gov under the "Bids/RFPs" tab no later than February 6, 2018 by 4:00 pm. All proposers are recommended to visit the abovementioned City website on a regular basis as the responses may be posted earlier than the date above.

4.2 RFP Timeline

TASK	DATE/TIME
*Mandatory pre-proposal meeting/site walk	January 29, 2018 @ 10:30 am
Deadline for submitting questions	February 2, 2018 @ 4:00 pm
Answers to all questions submitted available	February 13, 2018 @ 4:00 pm
Deadline for submission of proposals	February 21, 2018 @ 11:00 am
Evaluation period	February 21-March 14, 2018
Estimated date of Selection of Contractor	March 15, 2018

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

4.2.1 **Mandatory Pre-Proposal Meeting**

A mandatory pre-proposal meeting is scheduled for January 29, 2018 at 10:30 am. The purpose of this conference is to provide answers to questions regarding the RFP document. It is recommended that Contractors bring a copy of the RFP document to this meeting, as limited copies will be available.

Meeting Location:
Fleet Services Bureau
2600 Temple Ave.
Long Beach, CA 90806
562-570-5400

Enter the glass doors on Temple – push the buzzer and you will be let in

4.3 Method of Submission

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

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

Submit proposal online at:

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

- 4.4 Proposals must be received by 11:00 am local time, February 21, 2017. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.
- 4.5 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP, per the evaluation criteria listed in Section 5.1. The proposal should be presented in a format that corresponds to and references Section 3, Scope of Project; Section 7, Project Specifications; Section 8, Warranty/Maintenance and Service; Section 9, Company Background and References; and Section 10, Cost, and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed.
- 4.6 Colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 The proposal must be signed by the individual(s) legally authorized to bind the Contractor. Contractors shall complete the cover page of the RFP document, sign in ink, and submit electronically with their narrative/technical proposal.
- 4.8 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.

- 4.9 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the **narrative/technical proposal** and the **cost proposal**. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together.**

5. PROPOSAL EVALUATION AND AWARD PROCESS

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

6. PROTEST PROCEDURES

6.1 Who May Protest

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

6.2 Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's

electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

6.3 Form of Protest

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

6.4 City Response to Protest

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

6.5 Limitation of Remedy

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

7. PROJECT SPECIFICATIONS

The City of Long Beach (City) Department of Financial Management (Department), Fleet Services Bureau is seeking proposals from qualified firms or individuals to strip or grind existing garage floors, repair chips, cracks, prepare and re-coat concrete with a strong, long-lasting, non-porous and scratch-resistant epoxy coating that protects from stains, abrasions and damage. The floors are located in the maintenance bays of the Fleet Services Building.

8. WARRANTY/MAINTENANCE AND SERVICE

The Contractor shall guarantee in writing, workmanship for a period of at least two years, commencing after the date of final completion of the flooring and stripping.

Within each response to this solicitation, during this warranty period, the Contractor shall adjust, repair, or replace any faulty area or surface covered under the warranty at no cost to the City. Emergency repair shall be performed within 48 hours of notification through the warranty period. The City reserves the right to bid regular preventative maintenance service at the end of the warranty period.

9. COMPANY BACKGROUND AND REFERENCES

9.1 Primary Contractor Information

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

- Contractor is required to have a Class B License or C-15 License
- Contractor must be in business for a minimum of 5 years.
- Copy of contractor license must be submitted with proposal
- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the public and/or private sector. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes No Initials YR

If "Yes", Contractor must:

CREW TRD

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

9.3 References

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

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

9.4 Business License

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

10. COST

Provide cost the following: Shop Floor, Stock Room, Weld Shop and Tire Shop floor separately.

11. BONDS

11.1 Labor and Materials Bond

The Contractor shall submit a Labor and Materials Bond to the City Purchasing Agent, Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802, if the total bid amount is more than \$25,000.00. The amount of the bond shall be (Contractor shall complete) \$ 3,173.00 ~~100~~ (which is 100 percent of the Contract amount) and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above).

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

11.3 Notarial Acknowledgments Required with Bonds

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

12. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

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

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

12.2 Access to Contractor's Records - The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

- 12.3 Americans with Disabilities Act- The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
- 12.4 Compliance with Contract Work Hours and Safety Standard Act – The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
- 12.5 Compliance with Copeland "Anti-Kickback" Act – The Awarded Contractor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).
- 12.6 Compliance with Davis-Bacon Act – The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
- 12.7 Copyright - The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34.
- 12.8 Drug-Free Workplace - The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
- 12.9 Energy Efficiency - The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 12.10 Environmental Legislation - The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C.

1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

- 12.11 System for Award Management (SAM) - In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov).
- 12.12 Minority, Women and Other Business Enterprise Outreach – In accordance with CalEMA/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).
- 12.13 National Preservation Acts -The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321).
- 12.14 Non-discrimination; Equal Employment Opportunity - The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
- 12.15 Patent Rights- The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this

Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

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

13. TERMS, CONDITIONS AND EXCEPTIONS

- 13.1 This contract will be for the one time service of Commercial Shop Floor Coating.
- 13.2 The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 13.3 The City reserves the right to waive informalities and minor irregularities in proposals received.
- 13.4 The City reserves the right to reject any or all proposals received prior to contract award.

- 13.5 The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 13.6 Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 13.7 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 13.8 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 13.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 13.10 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 13.11 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.
- 13.12 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 13.13 Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 13.14 The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 13.15 Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.

- 13.16 A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 13.17 The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 13.18 The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 13.19 Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.
- 13.20 Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 13.21 The City will not be liable for Federal, State, or Local excise taxes.
- 13.22 Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 13.23 The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.

- 13.24 Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 13.25 No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 13.26 Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 *et seq.*, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.

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

- 13.27 All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*

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

In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or

subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

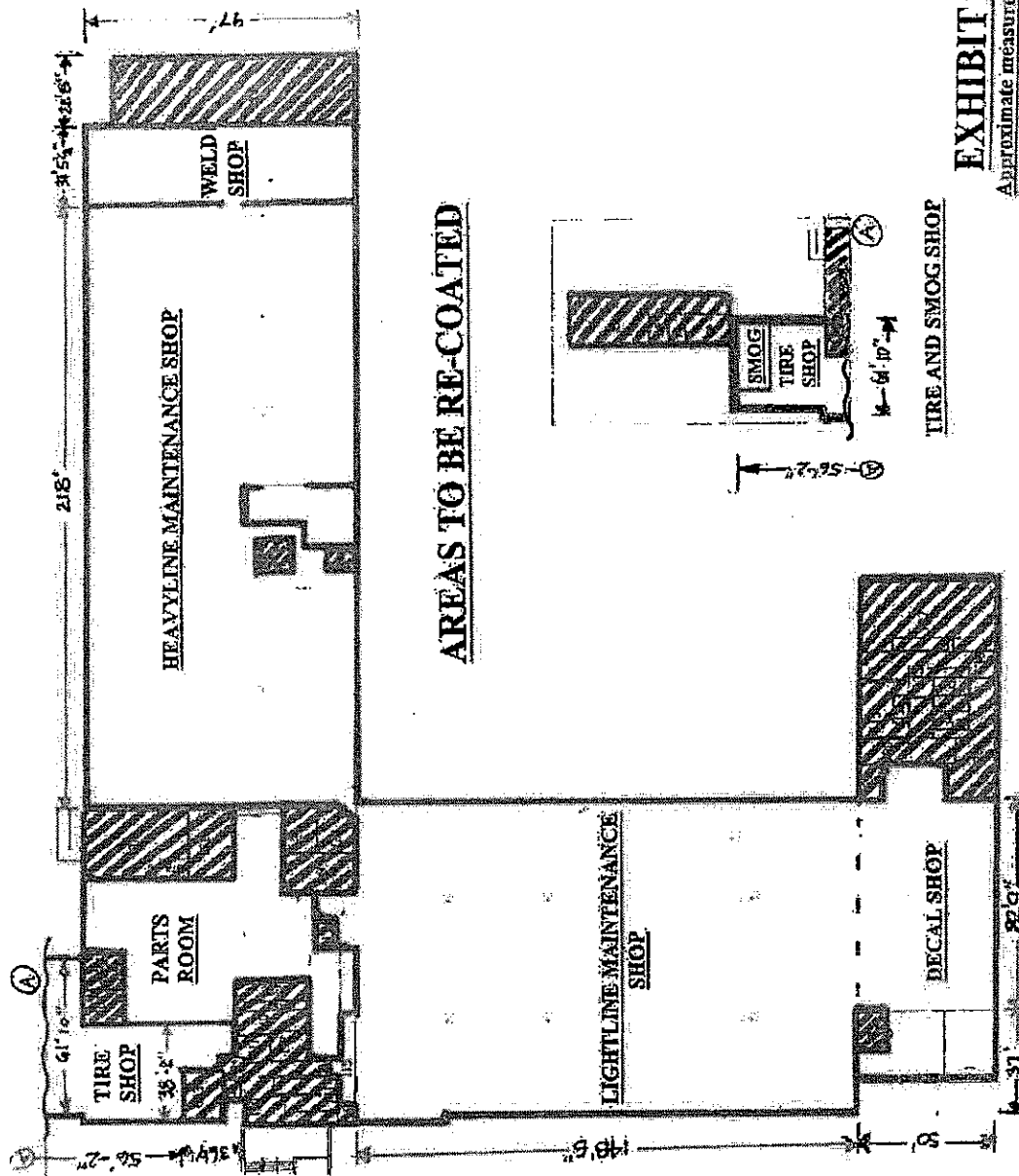
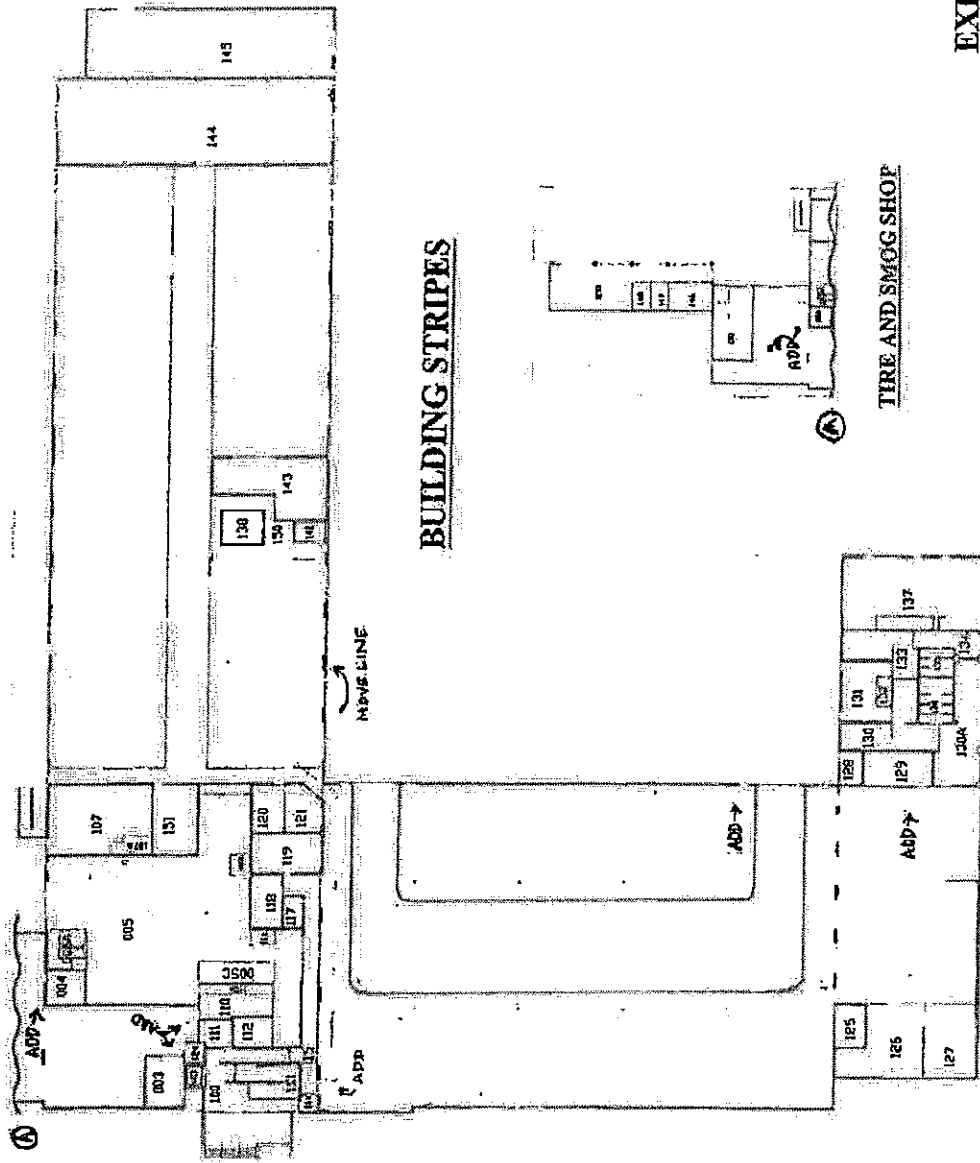


EXHIBIT A

Approximate measurements

TIRE AND SMOG SHOP

EXHIBIT B



BUILDING STRIPES

TIRE AND SMOG SHOP

Attachment B

PRO-FORMA AGREEMENT

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]


Attachment C

Statement of Non-collusion

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

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

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

 5/15/18
Authorized signature and date
Katherine Rocanella
Sales Administrator

Print Name & Title

Attachment D

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

Stanford, div. of Stinson Group, Inc.
Business/Contractor/Agency

Katherine Rocanella
Sales Administrator

Name of Authorized Representative

Title of Authorized Representative

Katherine Rocanella
Signature of Authorized Representative

5/15/18
Date

120141001

Acceptance of Certification

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

Instructions for completing the form, Attachment – Debarment Certification

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, 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 562-570-6200***

Rev 12.11.15

Attachment E

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

[Form must be signed and dated]

Request for Taxpayer Identification Number and Certification

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

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See specific instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Stonor Group Inc.

2 Business name/disregarded entity name, if different from above
The Stonhard Group

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

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) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
1000 East Park Ave

6 City, state, and ZIP code
Maple Shade, NJ 08052

7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

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

or

Employer identification number

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

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 for Part II, later.

Sign Here Signature of U.S. person ▶ *Katherine Rocantella* Date ▶ *1/25/18*

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (Interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment E

EQUAL BENEFITS ORDINANCE DISCLOSURE

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: Katherine Pecarella Title: Sales Administrator

Signature: Katherine Pecarella Date: 5/15/18

Business Entity Name: Storham, div. of Stmorr Group, Inc.

EQUAL BENEFITS ORDINANCE CERTIFICATION OF COMPLIANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Stamard, div. of Smarcor Group, Inc. Federal Tax ID No. [REDACTED]
Address: 1000 E. Park Ave
City: Leahs, Ohio State: OH ZIP: 44057
Contact Person: Ricky Train Telephone: 949-322-4029
Email: RTown@stamard.com Fax:

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

_____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

_____ At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or

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

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

___ Yes ___ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

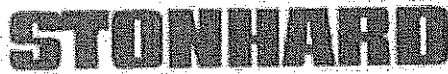
Executed this 15 day of May, 2018, at Maple Shade, NJ

Name Katherine Rocanella Signature Katherine Rocanella

Title Sales Administrator Federal Tax ID No. [REDACTED]

EXHIBIT “B”

Rates or Charges



1000 East Park Avenue
Maple Shade, NJ 08052
P: 856.779.7500
F: 856.321.7635
www.stonhard.com

February 27, 2018

Attn: Michelle King, Buyer

Long Beach Fleet Services
2600 Temple Ave
Long Beach, CA 90805

Subject: Commercial Shop Floor Coating: Narrative/Technical proposal

This narrative pertains to RFP number FS 18-021: City of Long Beach Fleet Service, Commercial Shop Floor Coating. The following proposal will provide an overview of Stonhard's recommendation and best practices in order to provide a long lasting epoxy coating based on the site's condition of use. Per RFP submission instruction, we have broken out our narrative according to the following areas:

- Section 3- Scope of Project
 - 3.1- Key Requirements
 - 3.2- Contractor assumptions and responsibilities
- Section 7- Project Specifications
- Section 8- Warranty
- Section 9- Company Background and References

Section 3- Scope of Project

3.1 Key requirements

3.1. Stonhard will mechanically prep by removing approximately 51,000 square feet of existing coatings, 1. Stonkote GS4 and 2. Stonseal GS6 with a diamond grinder down to the existing Stonclad GS mortar in the following areas: Light line, Heavy line, Decal shop, Tire shop, Smog shop and Weld shop. The depth of removal will be 7 mils. Once the coating has been removed, Stonhard will repair any existing cracks, chips and gashes in the mortar bed with our Stonset FP9 patching mortar. Stonhard's proposal accounts for 13 units covering 10000 square feet of patching. Any additional patching or remediation would add cost.

3.1.2. Stonhard will then apply of Stonkote GS4 as the epoxy sealer basecoat. GS4 is designed perfectly for Long Beach Fleet Services needs as a high solid, corrosion resistant, high-gloss coating. Stonseal PA7 is applied as the final sealcoat. Stonseal PA7 is a pigmented aspartic urethane coating designed to improve cleanability, increase stain and abrasion resistance, and improve UV resistance. The pigmented seal coat is to support the city request for a lighter gray finish color. Stonhard typically recommends adding a clear top coat to improve scratch



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Page 1 of 4

STONHARD

resistance.

3.1.3 Lane striping will be applied with Stoneal PA7: a pigmented seal coat which is applied by taping the area according to exhibit B. This work will be performed once Stoneal PA7 finish coat has been applied and cured. See pricing document for cost.

3.1.4 The request for Non-slip surface in the Heavy and Light line walkways will be applied with city's approval on texture level during the submittal process. A texture bar will be provided to the city.

3.1.5 Per Addendum 1-equipment, hoists etc will be removed by the city if necessary.

3.2. Contractor assumptions and responsibilities

3.2.1. Stonhard is prepared to install one or multiple areas. The duration and mobilization below are the most efficient way to install the coatings in its entire scope.

Phase 1 & 2- Light duty and Decal shop.

- Area to be split in half for each phase covering approximately 11,400 total square feet.
- This area will be split in half to accommodate the city's need to use the space during installation.
- Each phase will cover 5,700 square feet.

Phase 3 & 4- Heavy Line shop.

- Area to be split in half for each phase covering approx. 10,100 square feet.
- Each phase will cover 5,050 square feet

Phase 5- Weld Shop, Smog Shop, and Tire Shop.

- These areas will be combined into one mobilization-set up. Approximately 8,152 square feet.

Duration: Each phase will require 4 days to complete scope of work from beginning to end which will include installing rubber cove base and lane delineation/striping.

- Day 1- Remove, Prep, and Patch
- Day 2- Basecoat/GS4
- Day 3- Topcoat/PA7
- Day 4- Lane Striping/Rubber cove base
- Day 5- Owner walk, punch list generation, and approval. (The warranty begins for each phase at the completion and approval of a phase.)

3.2.2 Per Addendum 1- Unbolting and moving equipment will be excluded.

3.2.3 Life expectancy of coating is related to the condition of use and interaction with the coatings.



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STONHARD

3.2.4 RFP pricing includes Stonhard to furnishing equipment, labor and materials.

3.2.5 In order to increase efficiency and minimize cost, Stonhard will recommend the work to be done during normal business hours from 6am to 4pm, Monday through Friday. Installation to begin on a Monday and completion of each phase will end on Thursday. Day 5 Stonhard will walk and review material and workmanship with the owner for sign off.

3.2.6 Stonhard will provide sample submittal for city to select and approve color.

3.2.8 Pricing: See Pricing Document

Section 7- Project Specification

Stonset FP9: a two-component, methyl methacrylate patching mortar.

Stonkote GS4: a two-component, 100% solids, general service, epoxy coating. It is formulated to increase abrasion and chemical resistance while improving cleanability.

Stonseal PA7: a two-component, high performance, pigmented aspartic polyurethane coating. Stonseal PA7 combines superior chemical and abrasion resistance with excellent adhesion and weatherability.

* See Attached Data Sheet

** The existing Stonhard mortar base will be suitable and compatible to Stonhard's coatings and will ensure a secure bond to new Stonhard coatings that is to be installed. This will provide the City with a long lasting durable coating overlayment without jeopardizing any warranty concerns since the chemistry are alike among the Stonhard brand.

*** Recoating existing mortar with a product other than Stonhard may not create a secure inter-coat bond and may be susceptible to inter-coat delamination due to the different chemistry between the two products and limit warranty coverage with a different manufacturer.

Section 8- Warranty/Maintenance and Service

Stonhard will carry a 2 year warranty for workmanship and material per specification on the RFP. Stonhard's warranty is unique in our industry. Stonhard is the manufacture and installer. We cover the warranty "end to end", if there is an issue with either workmanship or material we take responsibility as the single source provider.

Section 9-Company Background and References

9.1 Primary Contractor Information



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STONHARD

- Stonhard carries a C-15 contractor license
- Been in business for 95 years
- Headquarter in Maple Shade, New Jersey
- Local Territory Manager/Project Manager servicing Southern California
- Point of contact: Ricky Tran, 5330 N Ranger Dr, Covina, ca 91722, <tel:949-322-4029>
- Stonhard has been installing seamless polymer floors for over 95 years. We are the world largest, installing over 5 million square feet of floors a month. We are a turnkey solution where we are the manufacturer and installer of our products.
- Our certified installation crews are local and have over 30 years of experience of install polymer floors.

Section 10-Cost

•

See Pricing Document



FLOORS FOR EVERY ENVIRONMENT

1000 East Park Avenue | Maple Shade, NJ 08053 | 856.779.2500

STONHARD

Ms. Michelle King
Long Beach Fleet Services
2600 Temple ave
Long Beach, CA 90806

Project Name: **Commercial Shop Floor Coatings**

February 27, 2018

Re: Quote Number: **4239564**

Dear Ms. Michelle King:

Thank you for the opportunity to work with you on the Commercial Shop Floor Coatings project at Long Beach Fleet Services, 2600 Temple ave, Long Beach CA 90806 . For this project, Stonhard proposes the following scope of work and pricing:

Area Name	Size	Product
Light Vehicle Line	16,880 sq ft	STONSEAL PA7 SILVER GRAY
Heavy Vehicle Line	20,229 sq ft	STONKOTE GS4 SILVER GRAY
Weld Shop	3,104 sq ft	STONKOTE GS4 SILVER GRAY
Decal Shop	5,950 sq ft	STONKOTE GS4 COLOR TBD
Smog Shop	3,416 sq ft	STONKOTE GS4 SILVER GRAY
Tire Shop	1,632 sq ft	STONKOTE GS4 SILVER GRAY
Lane Striping	1,985 sq ft	STONSEAL PA7 SAFETY YELLOW

Area Name: **LIGHT VEHICLE LINE**

Scope of Work (Light Vehicle Line):

- Scope to include of the Light Vehicle Duty Room.
- Approximately 16,880 square feet with approximately 454 linear feet of cove base.
- Price is set for two (2) setup/mobilization with area to be split in half.
- Stonhard will mechanically remove existing coating down to Stonhard's existing mortar bed.
- Stonhard will repair any chips and cracks with Stonset PM5.
- Stonhard will install the basecoat with Stonkote GS4 and then a second topcoat of Stonseal PA7.





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STONHARD

- Once coating has been install, Stonhard will install approx. 674 linear feet of 4 in rubber cove base.
- Duration for each phase will be as follow:
- Day 1 & 2-Remove and prep Floor
- Day 3 - Repair cracks and chips/ Base Coat
- Day 4 - Top Coat
- Day 5 - Rubber cove base.

Conditions of Use (Light Vehicle Line):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 50% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner occasionally at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 20,000 lbs.

Warranty (Light Vehicle Line):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Light Vehicle Line):

- \$78,000.00 or \$4.62 per square foot based on prevailing wage labor.

Area Name: HEAVY VEHICLE LINE

Scope of Work (Heavy Vehicle Line):

- Scope to include of the Heavy Vehicle duty Room.
- Approx 20,229 square feet with 218 linear feet.
- Price is set for two (2) setup/mobilization with area to be split in half.
- Stonhard will mechanically remove existing coating down to Stonhard's existing mortar bed.
- Stonhard will repair any chips and cracks with Stonset PM5 and Stonset FP9.
- Stonhard will install the basecoat with Stonkote GS4 and then a second topcoat of Stonseal PA7.
- Once coating has been install, Stonhard will install approximately 674 linear feet of 4 inch rubber cove base.
- Duration for each phase will be as follows:
- Day 1 & 2 - Remove and prep Floor/Repair cracks and chips
- Day 3 - Base Coat
- Day 4 - Top Coat
- Day 5 - Lane striping/Rubber cove base





MEMBER OF THE STONHARD GROUP

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Conditions of Use (Heavy Vehicle Line):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 50% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner occasionally at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 40,000 lbs.

Warranty (Heavy Vehicle Line):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Heavy Vehicle Line):

- \$87,000.00 or \$4.30 per square foot based on prevailing wage labor.

Area Name: WELD SHOP

Scope of Work (Weld Shop):

- Scope to include the Weld Shop.
- Price is set for one (1) setup/mobilization.
- Approximately 3,104 square feet with approximately 194 linear feet.
- Stonhard will mechanically remove existing coating down to Stonhard's existing mortar bed.
- Stonhard will repair any chips and cracks with Stonset PM5 and Stonset FP9.
- Stonhard will install the basecoat with Stonkote GS4 and then a second topcoat of Stonseal PA7.
- Once coating has been install, Stonhard will install approximately 194 linear feet of 4 inch rubber cove base.
- Duration for each phase will be as follow:
 - Day 1 - Remove and prep floor/repair cracks and chips
 - Day 2 - Base Coat
 - Day 3 - Top Coat
 - Day 4 - Lane striping/rubber cove base

Conditions of Use (Weld Shop):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 50% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner occasionally at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 40,000 lbs.





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Warranty (Weld Shop):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Weld Shop):

- \$16,000.00 or \$5.15 per square foot based on prevailing wage labor.

Area Name: DECAL SHOP

Scope of Work (Decal Shop):

- Scope to include of the Decal Room.
- Approximately 5,950 square feet with approximately 220 linear feet of cove base.
- Price is set for one (1) setup/mobilization.
- Stonhard will mechanically remove existing coating down to Stonhard's existing mortar bed.
- Stonhard will repair any chips and cracks with Stonset PM5.
- Stonhard will install the basecoat with Stonkote GS4 and then a second topcoat of Stonseal PA7.
- Once coating has been install, Stonhard will install approximately 674 linear feet of 4 inch rubber cove base.
- Duration for each phase will be as follows:
 - Day 1 - Remove and prep floor
 - Day 2 - Repair cracks and chips/Base Coat
 - Day 3 - Top Coat
 - Day 4 - Rubber cove base.

Conditions of Use (Decal Shop):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 50% of the floor through normal operations on a daily basis.
- The floor is mopped and swept with general purpose cleaner daily at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 10,000 lbs.

Warranty (Decal Shop):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Decal Shop):

- \$21,000.00 or \$3.53 per square foot based on prevailing wage labor.

Area Name: SMOG SHOP





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STONHARD

Scope of Work (Smog Shop):

- Scope to include of the Smog Shop.
- Price is set for one (1) setup/mobilization.
- Approx 3,416 square feet with approximately 173 linear feet.
- Stonhard will mechanically remove existing coating down to Stonhard's existing mortar bed.
- Stonhard will repair any chips and cracks with Stonset PM5 and Stonset FP9.
- Stonhard will install the basecoat with Stonkote GS4 and then a second topcoat of Stonseal PA7.
- Once coating has been install, Stonhard will install approximately 173 linear feet of 4 inch rubber cove base.
- Duration for each phase will be as follows:
 - Day 1 - Remove and prep Floor/Repair cracks and chips
 - Day 2 - Base Coat
 - Day 3 - Top Coat
 - Day 4 - Lane striping/rubber cove base.

Conditions of Use (Smog Shop):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 50% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner occasionally at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 40,000 lbs.

Warranty (Smog Shop):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Smog Shop):

- \$15,000.00 or \$4.39 per square foot based on prevailing wage labor.

Area Name: TIRE SHOP

Scope of Work (Tire Shop):

- Scope to include the Tire Shop.
- Price is set for one (1) setup/mobilization.
- Approx 1,632 square feet with approximately 173 linear feet.
- Stonhard will mechanically remove existing coating down to Stonhard's existing mortar bed.
- Stonhard will repair any chips and cracks with Stonset PM5 and Stonset FP9.





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STONHARD

- Stonhard will install the basecoat with Stonkote GS4 and then a second topcoat of Stoneal PA7.
- Once coating has been install, Stonhard will install approximately 194 linear feet of 4 inch rubber cove base.
- Duration for each phase will be as follows:
- Day 1 - Remove and prep Floor/Repair cracks and chips/Base Coat
- Day 2 - Top Coat
- Day 3 - Rubber cove base.

Conditions of Use (Tire Shop):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 50% of the floor through normal operations on a daily basis.
- The floor is mopped with general purpose cleaner occasionally at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 40,000 lbs.

Warranty (Tire Shop):

- Refer to Terms and Conditions for detailed warranty.

Pricing (Tire Shop):

- \$13,000.00 or \$7.97 per square foot based on prevailing wage labor.

Area Name: LANE STRIPING

Scope of Work (Lane Striping):

- Scope to include approximately 1,985 linear feet of lane striping in Heavy Line, Light Line, Decal Shop, Tire Shop, and Smog Shop. Stonhard will use Stoneal PA7, a two-component, high performance, pigmented aspartic polyurethane coating.

Conditions of Use (Lane Striping):

- There are no spillages specified. However if spillages do occur, they are not to exceed the Chemical Resistance Guides of the quoted products. The spillages occur over 70% of the floor through normal operations on a daily basis.
- The floor is mopped and swept with general purpose cleaner daily at a temperature of 70° F.
- The floor is subject to vehicular on rubber wheels with a maximum load of no more than 10,000 lbs.

Warranty (Lane Striping):

- Refer to Terms and Conditions for detailed warranty.





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STONHARD

Pricing (Lane Striping):

- \$5,000.00 or \$2.52 per square foot based on prevailing wage labor.

Pricing Assumes:

The following is a list of requirements needed to ensure a successful completion of this project:

- Lighting - The area must have adequate lighting in order to install the specified Stonhard product.
- Heat - A minimum substrate and material temperature of 60F must be maintained in the area to ensure proper curing.
- Electricity - The area must have a 240v/60 amp/3 phase or 480v/30 amp/3-phase power source; and multiple, dedicated 110V/20 amp outlets.
- Trash removal - A dumpster or equivalent means of trash removal must be provided.
- Material storage - The material must be stored in a dry, heated location in or around the area.
- Accessibility - Area must be free of all moveable equipment and trades prior to Stonhard's arrival.
- All leftover product is the property of Stonhard.
- Proposal assumes prevailing wage labor.

Pricing Includes:

- Pricing to include each area individually priced for Stonhard to mechanically prep existing shop floor by striping and/or grinding of existing topcoat of the garage floor.
- Pricing based on the assumption of total of 51,211 square feet. Any additional footage will be at additional cost.
- Stonhard is prepared to install one or multiple areas.
- Installation work will be performed between the hours of 6:00 a.m. to 5:00 p.m. (PST) Monday through Friday.
- Assumes areas will be properly degreased/clean prior to arrival and dry. Diamonds will not prepare the existing coating properly with an existing layer of grease on the floor.
- Pricing based on prevailing wages determination 2017-2.

Options:

Existing Stonhard mortar base floor will be suitable and compatible to ensure a secure bond to new coatings that is to be installed. This will ensure a long lasting durable coating overlayment without jeopardizing any warranty concerns since the chemistry are alike among the Stonhard brand.

Disclaimer- Recoating existing mortar with a product other than Stonhard material may not create a secure bond due to the different chemistry between two products and limit warranty coverage with different manufacturer.

Exclusions:





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- Excludes nights, weekend and off hours.
- Per Addendum 1: Excludes unbolting, moving equipment, tools, shelving and other items in work area.

Special Terms and Conditions:

- If city determines to extend contract for all areas to complete, Stonhard will apply a 6% discount to the total lump sum for a cost saving of \$14,100.





STONHARD

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Pricing Summary

- Light Vehicle Line **\$78,000.00** or **\$4.62** per square foot _____
based on prevailing wage labor
- Heavy Vehicle Line **\$87,000.00** or **\$4.30** per square foot _____
based on prevailing wage labor
- Weld Shop **\$16,000.00** or **\$5.15** per square foot _____
based on prevailing wage labor
- Decal Shop **\$21,000.00** or **\$3.53** per square foot _____
based on prevailing wage labor
- Smog Shop **\$15,000.00** or **\$4.39** per square foot _____
based on prevailing wage labor
- Tire Shop **\$13,000.00** or **\$7.97** per square foot _____
based on prevailing wage labor
- Lane Striping **\$5,000.00** or **\$2.52** per square foot _____
based on prevailing wage labor
- If all 7 are installed at the the same time, the price would be **\$235,000.00** based on _____
prevailing wage labor.

Thank you for the opportunity to present you with this Stonhard proposal. If this proposal meets with your approval please initial the appropriate line(s) above, sign below and fax to my attention. Or if you prefer to utilize your own Purchase Order, please reference Quote #4239564 and send a copy to my attention at the above address.

If you have any questions, please contact me at 1000 East Park Avenue, Maple Shade, New Jersey. Phone: 856/779-7500 Fax: 856-321-7635 or on my cell phone at 949.322.4029. I look forward to working with you on this upcoming project.

Sincerely,
Stonhard, Division of StonCor Group, Inc.

Ricky Tran
Accepted By:
Territory Manager

STONHARD, Division of StonCor Group, Inc.
Greg Roberts, Area Manager

Ms. Michelle King

02/27/2018





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General Terms & Conditions: The following terms and conditions are hereby made a part of this Agreement.

1. RESPONSIBILITIES OF STONHARD:

- a. Stonhard has visually inspected the project site prior to the commencement of work and agrees to the contract work based on the existing nature of the project site as it appears and is represented by the Customer. In the event that concealed conditions are revealed which would materially change the nature of the contract work, Stonhard is entitled to cease work until such time as the contract sum has been adjusted equitably to compensate for such change.
- b. Stonhard shall keep the premises free from the accumulation of waste material or rubbish which results from the execution of its work. In no event shall Stonhard be responsible for any unclean conditions caused by others.
- c. Upon request by the Customer, Stonhard will furnish certificates of Workman's Compensation Insurance and Liability Insurance.
- d. Stonhard shall make all necessary arrangements to have any excess Stonhard products picked up after completion of the contract work.

2. RESPONSIBILITIES OF CUSTOMER:

- a. Customer has conducted an investigation of the project site prior to the commencement of work and represents that the existing nature and condition of the project site is as it appears and that there are no other concealed conditions which would materially change the nature of the contract work.
- b. Customer shall have the project site swept clean and made free of all obstructions, and shall remove all food items, organic materials and other products stored at or near the project site to prevent any contamination or spoilage that may occur and shall make the project site available for Stonhard at the agreed upon date and time in which the contract work is to commence.
- c. Customer shall provide Stonhard, at no charge, all necessary utility services required for the proper execution of the contract work. The Customer shall further provide Stonhard with a dumpster or other reasonable alternative in which Stonhard may dispose of its waste and rubbish.
- d. Customer shall provide and maintain a minimum continuous temperature of 60 degrees Fahrenheit at the floor level of the project site and provide a similarly suitable warm and dry area for storage of Stonhard's products and equipment during the course of the work.
- e. Customer shall insure that no other work or tasks will be contemporaneously performed in the work area by the Customer, other trades or subcontractors once Stonhard has commenced performance of its work.
- f. Customer, upon completion of work by Stonhard, shall protect Stonhard's work from damage caused by the Customer, their workmen or subsequent contractors.

3. PAYMENTS:

- a. Terms of Payment: Net 30 Days
- b. Cancellation Charges - Any cancellation of a confirmed order will result in a cancellation fee of not less than 15% of the contract amount. Payment terms will be due Net 10 Days after receiving written notice of cancellation. If written notification is not given to Stonhard at least seven (7) days prior to commencement of work, Stonhard will be entitled to an additional re-scheduling fee of not less than 10% of the contract amount.
- c. For any over payments of invoices of less than one dollar (\$1.00), Stonhard will charge a collection service fee equal to the amount of overpayment (less than one dollar) to cover any processing expenses.

4. LIMITATION OF LIABILITIES: The parties acknowledge that in the event repairs need to be performed to the contract work, Stonhard's liability shall be limited to furnishing the labor and the materials necessary to reinstall the defective areas. Unless otherwise agreed in writing signed by an authorized agent of Stonhard, Stonhard's obligation to furnish the labor and materials necessary to reinstall the defective areas shall terminate one (1) year after the completion of the original contract work. Stonhard shall not be liable for damages to the contract work resulting from ordinary wear and tear, gouging, impact, failure of the Customer to protect the work as outlined in Section 2.f, the occurrence of reverse impact or the effects of osmotic or hydrostatic pressure or moisture vapor transmission. The parties further acknowledge that Stonhard shall not be responsible for any consequential or incidental damages resulting from any breach of warranty.

Two Year Warranty (Light Vehicle Line, Heavy Vehicle Line, Weld Shop, Decal Shop, Smog Shop, Tire Shop, Lane Striping):

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. ("Work"), Systems, is subject to the express warranty set forth below:

- 1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.





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2. **PERIOD OF WARRANTY.** This warranty is for a period of two years from the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard's work is completed or the completion of the entire project.
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed ("Warranty Issue") discovered on or before the end of the warranty period, Stonhard's liability is limited to furnishing the materials necessary to repair the defective areas. Such repairs are Owner's exclusive remedy and the limit of liability of Stonhard, regardless of Owner's damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Owner shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue ("Notice of Defect"). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY OWNER.** Owner shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**
 Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs, Owner has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.
7. **EXCLUSIONS FROM WARRANTY:**
 The following items are not covered by this warranty:
 - a. discoloration or staining;
 - b. reasonable variations in color between samples, installed products, and repair materials;
 - c. misuse, abuse, or improper maintenance of the floor;
 - d. ordinary wear and tear, gouging, impact, or failure of the Owner to protect the work;
 - e. except when the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
 - f. vandalism or acts of God or war.

The following items will void this warranty:

 - g. Stonhard is not paid timely and in full for all goods and services sold by them in connection with the project;
 - h. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
 - i. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute in any important way to the failure of the floor;
 - j. the Owner does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
 - k. Stonhard is not given timely notice in writing of any breach of warranty.
8. **DISCLAIMER, THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The provisions of the warranty supersede any provisions to the contrary in any of Owner's forms or documents or otherwise.
9. **THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.**





STONHARD

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Long Beach Fleet Services, Quote 4239564

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5. **EFFECT OF DEFAULT:** In the event of a default by the Customer of any of the covenants or conditions of this Agreement, Stonhard shall be entitled to the following remedies to all other rights and remedies afforded by law: a. **Right to Stop Work** - Stonhard shall have the right to stop work if any payments due are not made as provided under this Agreement. b. **Cost of Performance** - If Stonhard is entitled to stop work as outlined in subparagraph (a) above, it shall have the right to bill the Customer for the work rendered up to the date of the stoppage and for materials shipped to the project site. c. **Additional Work** - Any additional costs to Stonhard resulting from failure of the Customer to provide site conditions as outlined in Sections 2.a, 2.b, 2.c, 2.d, 2.e and 2.f shall be paid by the Customer. d. **Interest on Unpaid Balances** - In the event any payments due hereunder become in default, Customer agrees that any and all such sums shall accrue interest at the rate of twelve percent (12%) per annum or the maximum rate allowable by law, whichever is less. e. **Attorney's Fees** - If Stonhard is required to initiate legal action to collect any amounts due and owing or to foreclose on any liens filed on the work, such costs and fees that Stonhard may recover include any and all prelitigation expenses, including attorney's fees incurred in attempting to recover said amounts.

6. **GOVERNING CLAUSE:** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

7. **ENTIRE AGREEMENT:** This Agreement shall constitute the entire Agreement between the parties and the parties acknowledge that there are no other verbal or written Agreements, understandings or customs affecting the Agreement.

8. **AUTHORIZED AGENCY:** All contracts and purchase orders must be signed by an authorized agent of Stonhard. This may be accomplished through a Division Office or Corporate Headquarters. No other parties engaging in such contracts or purchase orders will be acting as an agent for Stonhard.

9. Quote valid for 90 days.



STONHARD



STONHARD

1000 East Park Avenue
Maple Shade, NJ 08052
P: 856.779.7500
F: 856.321.763X
www.stonhard.com

“Exhibit STON”

ONE YEAR WARRANTY

Stonhard, Division of StonCor Group, Inc.

Project: Project
Location: Address
Stonhard Project No.: XXXXXX
Contract or Job No.: XXXXXX

The products and labor, furnished by Stonhard, Division of StonCor Group, Inc. (“Work”), Systems, are subject to the express warranty set forth below:

1. **WARRANTY.** Stonhard warrants that the products will bond to the substrate, will not blister, will be free from manufacturing defects, and will otherwise conform to the Product Data Sheets and Chemical Resistance Guides that were in effect at the time of the commencement of installation.
2. **PERIOD OF WARRANTY.** This warranty is for a period of one year from Date (if blank, the warranty commences on the date of substantial completion of the Work. Where the Work is performed in separate and distinct phases or mobilizations, the date of substantial completion for the work in a particular phase or mobilization is the date when work in that particular phase or mobilization is completed, not when all of Stonhard’s work is completed or the completion of the entire project.)
3. **LIMITATION OF REMEDY.** As to any products that were defectively manufactured or installed (“Warranty Issue”) discovered on or before the end of the warranty period, Stonhard’s liability is limited to furnishing the labor and materials necessary to repair the defective areas. Such repairs are Customer’s exclusive remedy and the limit of liability of Stonhard, regardless of Customer’s damages, including incidental and consequential damages, and regardless of any legal theory, including tort, contract, and strict liability. **IN NO EVENT SHALL STONHARD OR THEIR SUBCONTRACTORS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES.**
4. **NOTICE OF DEFECT.** Upon discovery of a Warranty Issue, Customer shall notify Stonhard by certified mail within thirty (30) days of the Warranty Issue (“Notice of Defect”). The Notice of Defect must set forth the factual basis for the Warranty Issue.
5. **COOPERATION BY CUSTOMER.** Customer shall afford Stonhard a reasonable opportunity to investigate any alleged flooring defect and shall cooperate fully with such investigation.
6. **TERMS OF REPAIRS:**
Defective areas will be repaired within a reasonable period of time after said notice to Stonhard, subject to delays by strikes, acts of God, or other causes beyond reasonable control of Stonhard, and provided that, in the case of repairs,



STONHARD

Customer has removed at its sole cost and expense all obstructions which would hinder or interfere with repairs being made in the most expedient and least costly manner.

7. EXCLUSIONS FROM WARRANTY:

The following items are not covered by this warranty:

- a. discoloration or staining;
- b. reasonable variations in color between samples, installed products, and repair materials;
- c. misuse, abuse, or improper maintenance of the floor;
- d. ordinary wear and tear, gouging, impact, or failure of the customer to protect the work;
- e. except when a moisture-mitigation system is installed, the effects of osmotic or hydrostatic pressure or moisture vapor transmission; or,
- f. vandalism or acts of God or war.

The following items will void this warranty:

- a. Stonhard is not paid timely and in full for all goods and services sold by it in connection with the project;
- b. the nature of the service conditions to which the flooring system is subjected changes in any significant way from the service conditions described for the Project;
- c. flaws or errors in the design or construction of the substrate or ancillary facilities materially contribute to the failure of the floor;
- d. the Customer does not cooperate fully with reasonable investigations by Stonhard regarding alleged defects; or,
- e. Stonhard is not given timely notice in writing of any breach of warranty.

8. **DISCLAIMER. THIS IS THE SOLE WARRANTY GIVEN BY STONHARD. IT IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** The provisions of the warranty supersede any provisions to the contrary in any of Customer's forms or documents or otherwise.

9. **THIS WARRANTY IS NEITHER TRANSFERABLE NOR ASSIGNABLE.**

10. In the event of a warranty issue, please contact TM'sName at 800.854.0310.

Stonhard, Division of StonCor Group, Inc.

BY: _____

Supervisor
Authorized Agent

Date: _____



FLOORS FOR EVERY ENVIRONMENT

EXHIBIT “C”

City’s Representative:

Eric Winterset, Superintendent of Maintenance

562-570-5409

EXHIBIT “D”

Additional Materials/Information Furnished:

NONE

EXHIBIT “E”

Contractor’s Key Employee

Ricky Tran, Territory Manager

949-322-4029

STONHARD

1000 East Park Avenue
Maple Shade, NJ 08052
P: 856.779.7500
F: 856.321.7510
www.stonhard.com

This letter certifies that Connie Stein, Supervisor Mid- Atlantic Region, is authorized to sign contracts, change orders, lien waivers, etc. when it is not feasible for an officer of the company to do so.

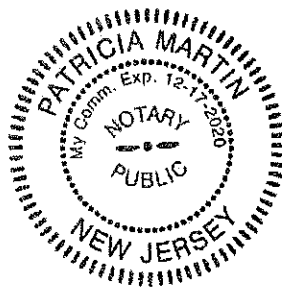
Sincerely,
STONHARD, DIVISION OF STONCOR GROUP, INC.



Gregory Michael
President, Stonhard, Division of StonCor Group, Inc.

Sworn to and subscribed before me
This 2nd day of March 2018



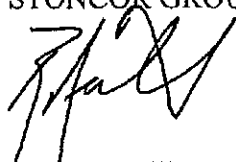
Notary Public

STONHARD

1000 East Park Avenue
Maple Shade, NJ 08052
P: 856.779.7500
F: 856.321.7510
www.stonhard.com

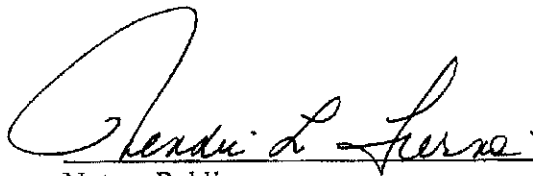
This letter certifies that Brianna Palmucci, Supervisor Contract Administration, is authorized to sign contracts, change orders, etc. and binds Stoncor Group Inc. for any and all projects entered into by Stoncor Group Inc.

Sincerely,
STONCOR GROUP, INC.

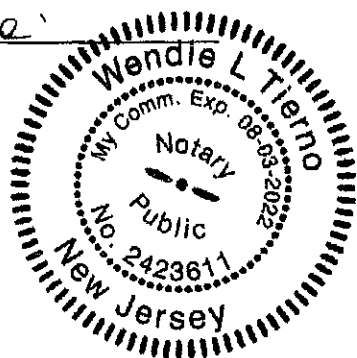


Richard Neill
Vice President, CMG , Stonhard, Division of StonCor Group, Inc.

Sworn to and subscribed before me
This 28th day of March 2018



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/22/2018

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).

PRODUCER MARSH USA INC. 200 PUBLIC SQUARE, SUITE 3760 CLEVELAND, OH 44114-1824	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____	
	INSURER(S) AFFORDING COVERAGE	
CN102302710-CAS-CAPWP-18-19 530 062219	INSURER A : First Continental Services Co.	NAIC # 16535
INSURED RPM INTERNATIONAL INC. & ITS SUBSIDIARIES (SUB: STONHARD, DIVISION OF STONCOR GROUP, INC) 2628 PEARL ROAD MEDINA, OH 44258	INSURER B : Zurich American Insurance Company	13604
	INSURER C : Starr Surplus Lines Insurance Company	40142
	INSURER D : American Zurich Insurance Company	N/A
	INSURER E : N/A	N/A
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CLE-006299639-01 **REVISION NUMBER: 1**

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/SUBR INSD 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: _____		1-GLSTO-01/2018	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 2,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 10,000
						PERSONAL & ADV INJURY	\$ 2,000,000
						GENERAL AGGREGATE	\$ 4,000,000
						PRODUCTS - COMP/OP AGG	\$ 9,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		BAP925878911	04/01/2018	04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
C	<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 \$ 25,000		1000040057181	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 5,000,000
						AGGREGATE	\$ 5,000,000
							\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC925879011 (WI & MA) WC925878811 (AOS) EWS596599510 (EXCESS OH) EXCESS OHIO SIR: \$500,000	04/01/2018 04/01/2018 04/01/2018	04/01/2019 04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)
 THE CITY OF LONG BEACH, ITS OFFICIALS, EMPLOYEES, AND AGENTS IS (ARE) INCLUDED AS ADDITIONAL INSURED(S) UNDER GENERAL LIABILITY PER THE ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS ENDORSEMENT WITH RESPECT TO STONHARD, A DIVISION OF STONCOR GROUP, INC., PROJECT NO 632754; 073462000. INSTALLATION OF RESINOUS PRODUCTS AT: LONG BEACH FLEET SERVICES, 2600 TEMPLE AVENUE, LONG BEACH, CA 90806. THE INSURANCE AFFORDED UNDER THE GENERAL LIABILITY POLICY FOR THE ADDITIONAL INSURED(S) IS PRIMARY INSURANCE AND ANY OTHER INSURANCE MAINTAINED BY OR AVAILABLE TO THE ADDITIONAL INSURED(S) IS NON-CONTRIBUTORY. SEVERABILITY OF INTEREST APPLIES UNDER THE GENERAL LIABILITY POLICY PER POLICY FORM. THE GENERAL LIABILITY POLICY INCLUDES CONTRACTUAL LIABILITY PER POLICY FORM.

CERTIFICATE HOLDER CITY OF LONG BEACH, FLEET SERVICES ATTN: PATTI MOBILE, 2600 TEMPLE AVENUE LONG BEACH, CA 90806	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED RPM INTERNATIONAL INC. & ITS SUBSIDIARIES (SUB: STONHARD, DIVISION OF STONCOR GROUP, INC) 2628 PEARL ROAD MEDINA, OH 44258
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

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

THE GENERAL LIABILITY PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

THE ONGOING AND COMPLETED OPERATIONS IS INCLUDED IN THE GENERAL LIABILITY POLICY.

Policy: 1-GLSTO-01/2018

Effective: April 1, 2018

ISO CG 20 10 11 85

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

**ADDITIONAL INSURED – OWNERS, LESSEES
OR CONTRACTORS (FORM B)**

This endorsement modifies insurance provided as follows:

SCHEDULE

Name of Person or Organization: Any person(s) or organization(s) as required by written contract or agreement and as evidenced on a certificate of insurance issued to such person(s) or organization(s) on file with First Continental Services Co.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured any person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Policy: I-GLSTO-01/2018

Effective: April 1, 2018

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

ADDITIONAL INSURED – PRIMARY INSURANCE

This endorsement modifies insurance provided as follows:

Commercial General Liability Coverage Form

Section IV, Commercial General Liability Conditions, paragraph 4, Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.

All other terms and conditions remain unchanged.