

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

CONTRACT
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THIS CONTRACT is made and entered, in duplicate, as of April 2, 2014 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on April 1, 2014, by and between MIKE PRLICH & SONS, INC., a California corporation ("Contractor"), whose address is 5103 Elton Street, Baldwin Park, California 91706, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Inspection of Lateral Sewer Pipelines on Customer Premises in the City of Long Beach, California," dated October 31, 2013, and published by City, bids were received, publicly opened and declared on the date specified in said Notice; and

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

WHEREAS, the City Council authorized the City Manager to enter a contract with Contractor for the work described in Plans and Specifications No. G-302;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Plans and Specifications No. G-302 for the Inspection of Lateral Sewer Pipelines on Customer Premises in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Inspection of Lateral Sewer Pipelines on

1 Customer Premises in the City of Long Beach, California," attached hereto as
2 Exhibit "A", for Two Hundred Twenty-One Thousand Fifty-Nine Dollars (\$221,059).

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,
8 Project Specifications No. G-302 (which may include by reference the Standard
9 Specifications for Public Works Construction, latest edition, and any supplements
10 thereto, collectively the "Standard Specifications"); the City of Long Beach
11 Standard Plans; the California Code of Regulations; the various Uniform Codes
12 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
13 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
14 Business Enterprise Program; this Contract and all documents attached hereto or
15 referenced herein including but not limited to insurance; Bond for Faithful
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
17 addenda or change orders issued in accordance with the Standard Specifications;
18 any permits required and issued for the work; approved final design drawings and
19 documents; and the Information Sheet. These Contract Documents are
20 incorporated herein by the above reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
22 if any conflict or inconsistency exists or develops among or between Contract
23 Documents, the following priority shall govern: 1) Permit(s) from other public
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
25 hereto); 4) Addenda (which shall include written clarifications, corrections and
26 changes to the bid documents and other types of written notices issued prior to bid
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
28 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in

1 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
2 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date
4 to be specified in a written "Notice to Proceed" from City for each Project or portion
5 thereof. Each "Notice to Proceed" shall contain a Project Start Date. Contractor and City
6 shall mutually agree to the Project Completion Date in writing within ten (10) days
7 following the issuance of the "Notice to Proceed." All work identified in Specifications No.
8 G-302 shall be completed prior to December 31, 2014, subject to strikes, lockouts and
9 events beyond the control of Contractor. Time is of the essence hereunder. City will
10 suffer damage if the work is not completed within the time stated, but those damages
11 would be difficult or impractical to determine. So, Contractor shall pay to City, as
12 liquidated damages, the amount stated in the Contract Documents.

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

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

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

27 8. CLAIMS. Contractor shall, upon completion of the work, deliver
28 possession thereof to City ready for use and free and discharged from all claims for labor

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

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

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

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

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

23 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

24 A. If the work is terminated pursuant to an order of any Federal
25 or State authority, Contractor shall accept as full and complete compensation
26 under this Contract such amount of money as will equal the product of multiplying
27 the Contract price stated herein by the percentage of work completed by
28 Contractor as of the date of such termination, and for which Contractor has not

1 been paid. If the work is so terminated, the City Engineer, after consultation with
2 Contractor, shall determine the percentage of work completed and the
3 determination of the City Engineer shall be final.

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

11 13. NOTICES.

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

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

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

28 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor

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1 any of the moneys that may become due Contractor hereunder may be assigned by
2 Contractor without the written consent of City first had and obtained, nor will City
3 recognize any subcontractor as such, and all persons engaged in the work of
4 construction will be considered as independent contractors or agents of Contractor and
5 will be held directly responsible to Contractor.

6 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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

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

12 19. TAXES AND TAX REPORTING.

13 A. As required by federal and state law, City is obligated to and
14 will report the payment of compensation to Contractor on Form 1099-Misc.
15 Contractor shall be solely responsible for payment of all federal and state taxes
16 resulting from payments under this Contract. 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,
19 Department of Financial Management. Contractor acknowledges and agrees that
20 City has no obligation to pay Contractor until Contractor provides one of these
21 numbers.

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

1 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board
2 of Equalization for the Work site. "Qualified" means that the Contractor purchased
3 at least \$500,000 in tangible personal property that was subject to sales or use tax
4 in the previous calendar year.

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

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

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

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

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

3 21. AUDIT. If payment of any part of the consideration for this Contract
4 is made with federal, state or county funds and a condition to the use of those funds by
5 City is a requirement that City render an accounting or otherwise account for said funds,
6 then City shall have the right at all reasonable times to examine, audit, inspect, review,
7 extract information from, and copy all books, records, accounts and other information
8 relating to this Contract.

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

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

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

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

1 Documents.

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

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

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

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

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

25 "During the performance of a Contract with the City of Long Beach,
26 the Contractor will provide equal benefits to employees with spouses and its
27 employees with domestic partners. Additional information about the City of
28 Long Beach's Equal Benefits Ordinance may be obtained from the City of

1 Long Beach Business Services Division at 562-570-6200.”

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

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

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

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

17 30. DEFAULT. Default shall include but not be limited to Contractor's
18 failure to perform in accordance with the Plans and Specifications, failure to comply with
19 any Contract Document, failure to pay any penalties, fines or charges assessed against
20 Contractor by any public agency, failure to pay any charges or fees for services
21 performed by the City, and if Contractor has substituted any security in lieu of retention,
22 then default shall also include City's receipt of a stop notice. If default occurs and
23 Contractor has substituted any security in lieu of retention, then in addition to City's other
24 legal remedies, City shall have the right to draw on the security in accordance with Public
25 Contract Code Section 22300 and without further notice to Contractor. If default occurs
26 and Contractor has not substituted any security in lieu of retention, then City shall have
27 all legal remedies available to it.

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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.

MIKE PRLICH & SONS, INC., a California corporation

04-11, 2014

By 
Name MICHAEL A. PRLICH
Title PRESIDENT

_____, 2014

By _____
Name _____
Title _____

"Contractor"

CITY OF LONG BEACH, a municipal corporation

4.29, 2014

By  Assistant City Manager
City Manager

"City"

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

This Contract is approved as to form on April 22, 2014.

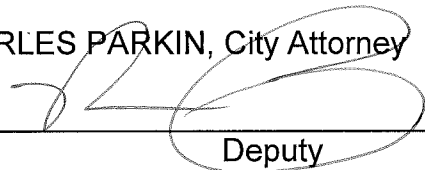
CHARLES PARKIN, City Attorney
By 
Deputy

EXHIBIT “A”

Contractor’s Bid

BID SECTION

Bids are required for the entire work described herein.

Items to be included in the bid price, for which no additional payment will be made are as follows:

1. Providing advance notice, prior to the start of inspection to all residents and businesses facing or siding on the inspection area;
2. Restoration of all existing improvements which are removed or damaged during the course of the contract to a condition equal to or better than, in all respects, the original condition of such improvements prior to their removal or damage, unless otherwise specified.

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on **September XX 2013 @ 11:00 AM PDT**, we propose to furnish all necessary labor, tools, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the Plans and Specification No. G-302 at the following prices:

CONTRACTOR TO PROVIDE THE FOLLOWING PRICES:

Description	Price per Description
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9686.	\$ 2805 - per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9762.	\$ 11,400 - per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9763.	\$ 45,220 - per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9770.	\$ 26,600 - per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9772.	\$ 36,720 - per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9774.	\$ 16,000 - per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9779.	\$ 2970 - per lump sum

Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9780.	\$ 6510 -	per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9781.	\$ 10,000 -	per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9785.	\$ 31,000 -	per lump sum
Prescheduled Videoing of all sewer service laterals in close proximity to LBGO Work Order 9804.	\$ 3000 -	per lump sum

ADDITIONAL INSPECTIONS		
Prescheduled Videoing - single sewer service lateral	\$ 650 -	per service
Prescheduled Videoing - multiple sewer service laterals in close proximity (i.e. same street)	\$ 178 -	per service
Emergency Videoing - (2 hour minimum)	\$ 480 -	per hour

NAME OF BIDDER MIKE PRlich AND SONS, INC.

BUSINESS ADDRESS 5103 ELTON STREET
BALDWIN PARK, CA 91706

CITY AND ZIP CODE _____

TELEPHONE 626/813-1700

**SPECIFICATION FOR THE INSPECTION OF LATERAL SEWER PIPELINES ON
CUSTOMER PREMISES**

**FOR LONG BEACH GAS AND OIL DEPARTMENT
LONG BEACH, CALIFORNIA**

SCOPE OF WORK

Provide all equipment, materials, safety equipment, and personnel to produce a color digital video record of the internal condition of sewer service laterals (between customer (private) clean-out and sewer main) and provide the location of any gas pipeline intrusions at various locations within the City of Long Beach Gas & Oil Department gas service territory.

The Contractor shall complete the videoing of all sewer service laterals in close proximity to each LBGO work order prior to the scheduling and videoing of the next work order. The quantity of sewer service laterals to be videoed is estimated to be near the quantity of gas services listed for each LBGO work order below:

<u>No.</u>	<u>LBGO Work Order No.</u>	<u>Number of Gas Services</u>
1	WO.9686	21
2	WO.9762	120
3	WO.9763	476
4	WO.9770	280
5	WO.9772	306
6	WO.9774	160
7	WO.9779	22
8	WO.9780	62
9	WO.9781	91
10	WO.9785	316
11	WO.9804	24
	TOTAL	1878

The digital color video can be initiated from either the sewer main using a camera equipped with lateral launch capabilities or it can be initiated from the structure provided it has sewer lateral accessibilities. If LBGO reasonably determines that the sewer lateral cannot be videoed, it shall be documented, field marked, and a credit will be issued LBGO toward the bid amount.

The Contractor shall provide notification to each customer/property owner at least twenty-four (24) hours in advance of work; respect the rights of property owners, and not enter upon private property without obtaining permission from the owner of the property.

The Contractor shall provide all required traffic control, including warning lights and traffic cones, as needed or required in accordance with the MUTCD Manual, as well as any city-required traffic plans.

Contractor shall assume standard work hours of 7:00 am to 4:00 pm, Monday through Friday, excluding City holidays.

OPERATORS:

Video inspection shall be performed by a certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator or an operator with equivalent experience.

EQUIPMENT:

The Contractor's video equipment shall include full color video cameras, a video monitor cable, power sources, and all equipment necessary to perform a CCTV inspection. The cameras shall meet Cal-OSHA requirements for operating in the sanitary sewer environment.

During CCTV inspection, lighting intensity shall be adjusted to minimize glare. Lighting and picture quality shall be adjusted to provide a clear, in-focus picture of the entire periphery of the pipeline for all conditions encountered.

All camera systems shall be able to navigate around minor objects, roots, and debris. The system used to move the camera through the pipe shall not obstruct the camera's view or interfere with proper documentation of the sewer conditions.

For sewer service laterals the distance shall be measured from the sewer wye towards the structure. It shall be recorded in standard units and the video display readout shall display units to one-tenth of a foot and shall be accurate to plus or minus 2 feet per 1,000 feet.

The camera lens shall be kept clear of condensation and debris during the CCTV inspection.

OBSERVATIONS:

All observations of cross bores and major sewer line defects shall be documented in a database and shall include color digital video recording and color digital photographs. The Contractor shall notify LBGO of all natural gas cross bores within 48 hours of discovery.

Each video clip and photograph provided shall correspond to inspection data in the database, and each set of inspection data listed in the database shall be properly linked to the appropriate video clip and photos.

DELIVERABLES:

Contractor shall provide the following:

1. Locating & video equipment
2. Customer notification prior to work on customer premises
3. Digital video, image files, and index table on a USB flash drive or similar, as preapproved by City
4. Traffic control, if required
5. Qualified personnel in professional attire
6. Personnel and vehicles with Company identification displayed

City shall provide:

1. Address list of property(s) to have sewer videoed
2. Customer notification cards
3. Assistance into location, if required
4. Any required permits.

NOTE: Contractor shall not enter a house or building unless accompanied by a City of Long Beach employee.

GENERAL REQUIREMENTS

Standards

Reference to published standards shall be construed to mean the latest edition, including amendments, in effect and published at the time of advertising of these plans and specifications unless otherwise indicated. The attachments, standards and specifications are intended to be complementary and anything mentioned in the specifications and not in the attachments, or mentioned in the attachments and not in the specifications, shall be of like effect as if shown in both. In the event of conflict between specifications and attachments, the Bidder or Vendor in all cases shall accept the LBGO Project Engineer's interpretation of both attachments and specifications. It is understood that some deviation or departure from the attachments might be necessary, but such deviation shall be made only if authorized by the LBGO Project Engineer.

Information Provided During the Bid Period

The bidder may request in writing from the Project Engineer, clarification of the plans and specifications. Such a request must be submitted via email to Michelle King at purchasingbids@longbeach.gov by Monday, November 18, 2013 @ 11:00 AM PST. Answers will be available online as an addendum on Friday, November 22, 2013 by 11:00 AM PST. If the Project Engineer, in his sole discretion, believes there is a need for clarification, the Project Engineer, through the City's Purchasing Division, will issue an Addendum to all prospective bidders.

If the bidder believes that a conflict exists between said document or said documents and the bid form, the bidder shall request in writing an interpretation of said documents prior to the

filing of the Bid. If the bidder fails to make such a request, then the City will assume that no conflict exists. If the bidder is awarded a contract, the bidder shall be bound by the Plans, Specifications, and Bid and shall perform the required work at the price bid.

It is the intent and purpose of LBGO, under these plans and specifications, to secure work which is complete in every detail and respect. The Vendor shall furnish all equipment, and labor to do all work required to accomplish this purpose. The Vendor shall not omit any work or fail to furnish any element, component or part, whether or not such is specifically called for herein, which is necessary to complete the work described herein. Any work that is not specifically covered in the specifications, or on the plans, shall be pre-approved by LBGO and shall be executed in accordance with the highest standard practices.

It will be assumed that the Bidders have investigated and are satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and as to the requirements of these specifications. The cost of all necessary work will be considered as included in the price bid and no extra payment will be made unless specifically indicated otherwise.

Bonds

Each bid shall be accompanied by a certified check or bank draft payable to the City Auditor of the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than ten percent (10%) of such bid, as a guarantee that the Bidder, if awarded a contract, will execute and deliver to the Director, within fifteen (15) calendar days after such contract is tendered, a contract for furnishing all necessary labor, tools, appliances and equipment for, and doing the work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than one hundred percent (100%) of such contract price for the faithful performance of such contract (Performance Bond), and a good and sufficient corporate surety bond in an amount of not less than one hundred percent (100%) of such contract price for the payment of all labor and material claims (Labor and Materials Bond), as specified in Section 2-4, "Contract Bonds", of the Standard Specifications. Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the state of California.

If the Vendor to whom the contract is awarded fails or neglects to sign a contract with the City, including the filing of any required bonds and insurance documents, within fifteen (15) calendar days after the contract is tendered to him/her for signature, the City may, in its sole discretion, declare the bid security to be forfeited, and the money or bond for the bid security shall be deposited into the City Treasury.

Licenses

All Bidders submitting bids must submit, with their bid, proof that Bidder possesses the appropriate State of California license(s) to perform the work described herein. In addition, the selected Vendor must submit a valid City of Long Beach Business license within 30 days of notification of selection.

Examination of Site and Work

In supplement to Subsection 2-5.1, "General" of the Standard Specifications the following shall apply:

Bidders must examine the location, physical conditions and surroundings of the proposed work and judge for themselves the extent to which these factors will influence the performance of the work.

The plans for the work depict conditions as believed by LBGO to exist. It is not intended nor is it to be inferred that the conditions as shown thereon constitute a representation, expressed or implied by the City that such conditions actually exist. The City or any of its officers shall not be liable for any loss sustained by the Vendor as a result of any variance between conditions as shown on the plans or referred to in the specifications and the actual conditions revealed during the progress of the work. Each Bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all equipment, tools and labor necessary to carry out the provisions of his contract. No additional compensation will be paid to the Vendor for conditions that can be readily identified, prior to the start of work.

All bids must be accompanied by a signed copy of the "Certification of Site Examination."

Changes Initiated by the Agency

Replace the second paragraph of Subsection 3-2.2.1, "Contract Unit Prices," of the Standard Specifications with the following:

In the case of an increase or decrease in a Major Bid Item, the use of this basis for the adjustment of payment will be limited to that portion of the change, which together with all previous changes to that item, is not in excess of 25 percent of the total cost of such item based on the original quantity and Contract unit price.

Claim for any additional work that is not indicated on the worksheet must be approved by LBGO prior to the work being performed.

Interpretation of Plans and Specifications

LBGO will interpret the meaning of any part of the plans and specifications about which any misunderstanding may arise and its decision will be final.

Should there appear to be any error or discrepancy in or between the plans and specifications, the Vendor shall refer the matter to LBGO for adjustment before proceeding with the work. Should the Vendor proceed with the work without so referring the matter, the Vendor does so, on its own responsibility, and must bear any additional cost incurred as a result of failure to so refer.

Pre-Construction Conference

Prior to the commencement of the project and after execution of the contract, Vendor must contact Dave Vasquez, LBGO Associate Engineer at (562) 570-2013 to make arrangements for a pre-construction conference with all interested parties.

Time of Completion

The Vendor shall be provided with a written "Notice to Proceed" from LBGO for each Project or portion thereof. Each "Notice to Proceed" shall contain a Project Start Date. The Vendor and LBGO shall mutually agree to the Project Completion Date in writing within ten (10) days following the issuance of the "Notice to Proceed."

Failure of the Vendor to complete the work within such time period shall result in damages being sustained by LBGO. For each consecutive calendar day in excess of the time specified, as adjusted in accordance with the Standard Specifications, Subsection 6-6, for completion of work, the Vendor shall pay LBGO, or have withheld from monies due Vendor, the sum of \$500.00 per day. This payment shall not be considered a waiver or release of any liability or limitation on other remedies, rights or obligations between the Vendor and the City.

In supplement to the provisions contained under Subsection 6-1, "Construction Schedule and Commencement of Work", of the Standard Specifications the following shall apply:

LBGO expects to perform all work during normal working hours. Any work performed outside of normal working hours must be pre-approved by the Project Engineer.

Due to the nature of the work, described herein, the sequencing of Projects will be at the sole discretion of LBGO.

LBGO expects to complete all work identified in this Specification to be completed within 6 months from "Notice to Proceed".

Apprentice Employment.

The Vendor shall comply with Section 1777.5 of the Labor Code concerning the employment of apprentices by the Vendor or any subcontractor under the Vendor and, by submitting a Bid and executing a contract, the Vendor stipulates that it shall so comply.

Section 1777.5, as amended, requires the Vendor or subcontractor employing tradesmen in any apprenticeable occupation to apply to the joint apprenticeship committee nearest the site which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the Contract. The ratio of apprentices to journeymen in such cases shall be not less than one to five except as specified by law.

The Vendor shall contribute to funds established for the administration of apprenticeship programs if the Vendor employs registered apprentices, or journeymen in an apprenticeable trade, and if other contractors on the site are making such contributions.

Information on apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards branch office, located at 320 West 4th Street, Suite 830, Los Angeles, California.

Full payment for the implementation of BMPs, including the construction, removal, and furnishing of all necessary labor, equipment and materials, shall be considered as included in the prices bid for the various items of Work, and no additional payment will be made therefor.

Methods Used in the Progress of Work

The Vendor shall use such methods and/or appliances for the performance of all operations connected with the work and maintained under the contract as will ensure a satisfactory rate of progress which, in the opinion of LBGO, will secure the completion of the work within the time provided under the Contract. If at any time before the commencement, or during the progress of the work, such methods and/or appliances appear to LBGO to be inadequate, it may order the Vendor to improve such methods and/or appliances and the Vendor must conform to such order whether it is verbal or in writing. At all times, LBGO reserves the right to adjust, alter, suspend, or cease work to preserve public and worker safety or maintain the integrity of its natural gas distribution system .

Invoicing and Payment

The Vendor shall submit an invoice upon completion of each distinct LBGO Work Order location. Progress payments shall not be allowed. Invoicing and payment for partially completed work will be allowed only if authorized by the LBGO Project Engineer.

Indemnity

With respect to any premises or equipment of the City made use of in the performance of the contract, the Vendor shall have inspected same prior to use, accepted them in good and safe condition and agree to maintain them in a safe condition for the protection of its employees while using them during the performance of the contract.

Contractor Safety Program:

The contractor is responsible to develop and maintain a written site Health and Safety Plans as required Occupational Safety and Health Administration (OSHA) regulations, California Code of Regulations (Cal/OSHA) and Environmental Protection Agency (EPA) regulations. Unless otherwise directed, the Contractor shall submit the site Health and Safety Program to LBGO prior to commencing work on LBGO facilities. The written health and safety plan must be available at the construction site.

It is the responsibility of the contractor/subcontractor to train and protect its employees in matters related to its Health and Safety Plans. Contractors are required to provide, operate and maintain their own safety and personal protective equipment as required by Fed-OSHA, Cal/OSHA, and EPA regulations.

Unless otherwise directed, the following shall be included in the Contractor's written site Health and Safety Program and submitted with the "Contractor Safety – Request for Program

Information." References to the California Code of Regulation (CCR) below are to Title 8, Industrial Relations.

1. Injury and Illness Prevention Program (IIPP) and Code of Safe Work practices as required by 8 CCR 1509.
2. Safety Instruction program as required by 8 CCR 1510.
3. Respiratory Protection Program as required by 8 CCR 5144.
4. Confined Space Entry Program as required by 8 CCR 5157.
5. Lockout/Tagout Program as required by 8 CCR 3314.
6. Hazardous Materials Communications Program (HazCom) as required by 8 CCR 5194.
7. Hazardous Waste Operation Program / Site Health and Safety Plan (HAZWPOER) as required by CCR 5192.

LBGO will assist the contractor in the determination of applicability of these regulations to any work location in question. LBGO reserves the right to inspect the contractor's/subcontractor's program records, upon request.

The second paragraph in Subsection 7-10.4.1, "Safety Orders," of the Standard Specifications is amended to read: Before constructing any trench or excavation five feet (5') or more in depth, the Contractor shall submit to the Project Engineer evidence that he has a valid permit from the California Division of Industrial Safety along with one of the following:

1. A statement that standard practices and methods approved by the Division of Industrial Safety and specified by the State Construction Safety Orders.
2. If methods other than standard practices are to be used, the Contractor shall provide plans prepared by a registered Civil Engineer showing the reaches, design criteria, calculations, and sequence of placement and removal of shoring.

The contractor must, by means of a qualified person (i.e., an individual knowledgeable of the requirements of the applicable regulation(s)), certify that the requested environmental health and safety submittals are compliant with regulatory requirements.

The contractor is required to report to LBGO all events that result in hospitalization of any person at the jobsite.

Vendor Health and Safety Representative

The Vendor is responsible for appointing an individual to act as the Health and Safety Officer for the awarded project. Health and Safety Officers must have a complete knowledge of the safe work practices (OSHA guidelines/regulations) governing the project. A statement/resume outlining the Health and Safety Officer's qualifications (consistent with the regulatory program information requested) shall be submitted to LBGO within 30 calendar days from the execution of the contract.

The Vendor's Health and Safety Officer shall participate in the Pre-Construction Safety meeting (See G-228A, Section 1.9) and will have the authority during the project to correct safety deficiencies identified at the construction location. Any "Notice of Non-Compliance (Safety)" issued by LBGO shall be addressed by the Vendor's Health and Safety Officer.

Removal, Protection and Restoration and Damage to Existing Structures and Improvements:

Section 7-9, "Protection and Restoration of Existing Improvements," of the Standard Specifications is supplemented by the following:

The Contractor shall become familiarized with all existing underground and surface installations, improvements and facilities, both public and private, on the Work site and shall provide adequate safeguards to prevent damage to existing structures and improvements, including sprinkler system, shrubs, lawns and trees. Any damage to property from any cause which might have been prevented by the Contractor, the Contractor's employees, agents or subcontractors shall be repaired within 10 calendar days after such damage at the Contractor's sole cost and expense. All existing improvements which are removed or damaged during the course of the contract shall be restored by the Contractor to a condition equal to or better than, in all respects, the original condition of such improvements prior to their removal or damage, unless otherwise specified. Water and sewer line breaks shall be repaired the same day.

The Contractor shall be held responsible for reimbursement of all costs incurred by the City due to the involvement of City employees in resolving and responding to such damage incidents, as described above. Minimum charges for after-hours construction and gas services response by the City will be in accordance with the City Council approved fee structure. If damage was caused by a third party, it will be the responsibility of the Contractor to secure reimbursements from that party.

Failure to have damages to existing structures and improvements repaired will result in LBGO deducting from the Vendor's payment the cost of repair of such damages. LBGO will give the Vendor ten (10) days prior notice of its intention to retain funds from any partial payment which may become due to the Vendor prior to acceptance of the work.

Housekeeping

Failure to maintain routine daily housekeeping to the satisfaction of the LBGO Inspector will cause the City to impose fines to the Vendor up to \$1500 a day.

Attachments and Specifications

The attachments and specifications are intended to be complementary and anything mentioned in the specifications and not in the attachments, or mentioned in the attachments and not in the specifications, shall be of like effect as if shown in both. In the event of conflict between specifications and attachments, the Vendor in all cases shall accept the LBGO Project Engineer's interpretation of both attachments and specifications. It is understood that some deviation or departure from the attachments might be necessary, but such deviation shall be made only if authorized by the LBGO Project Engineer.

Verification of Related Work Experience:

Vendors should provide a minimum of three (3) references from large clients for whom the Contractor has provided similar service. The City intends to contact these references to determine reliability, performance, and other information. Failure to include this information MAY void the bid if the City has no prior experience with the Bidder. Necessary information is requested on the attached Reference Information Form and should be submitted with the bid.

If, in the judgment of the LBGO Project Engineer, a contractor is not qualified to perform the work or the references submitted by the contractor are unsatisfactory, the LBGO Project Engineer reserves the right to reject the contractor.

COMPANY BACKGROUND AND REFERENCES

Primary Contractor Information

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

- 1. Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state vendor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- 2. Location of the company offices.
- 3. Name, address and telephone number of the vendor's point of contact for a contract resulting from this bid.

Subcontractor Information

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

Yes X No _____ Initials rs

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services.
- b) Provide the same information as described above for any subcontractors

The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.

Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

MIKE PRLICH AND SONS INC.

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



MICHAEL A. PRLICH
PRESIDENT

Title:

Date:

12-9-13

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: WC 2 - 291 - 461277 - 013
 - B. Name of Insurer (NOT Broker): Liberty Mutual Insurance Company
 - C. Address of Insurer: 175 Berkeley St, Boston Massachusetts, 02116.
 - D. Telephone Number of Insurer: 800/418-5761.

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: ACP7806180632
 - C. Name of Insurer (NOT Broker): Nationwide Mutual Insurance Company
 - D. Address of Insurer: 1 Nationwide Plaza, Columbus, OH 43215
 - E. Telephone Number of Insurer: 614/249-1545

- 3) Address of Property used to house workers on this Contract, if any: _____
NA


- 4) Estimated total number of workers to be employed on this Contract: 41.

- 5) Estimated total wages to be paid those workers: prevailing wages / union scale

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

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

- 7) Estimated total number of independent contractors to be used on this Contract: 1

- 8) Taxpayer's Identification Number: _____


LIST OF SUBCONTRACTORS

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

Name NONE Type of Work _____
Address _____
City _____ Dollar Value of Subcontract \$ _____
Phone No. _____
License No. _____

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

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

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

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

EXHIBIT D

APPENDIX “A”

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

STATE OF CALIFORNIA
 BOARD OF EQUALIZATION

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

SECTION I – BUSINESS INFORMATION

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

SECTION II – MULTIPLE BUSINESS LOCATIONS

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

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

SECTION III – CERTIFICATION STATEMENT

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

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

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

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

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

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

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

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

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

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

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

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

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

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

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2014

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 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 Patriot Risk & Insurance Services 8105 Irvine Center Drive #400 Irvine, CA 92618	CONTACT NAME:	
	PHONE (A/C, No, Ext): (949) 486-7900	FAX (A/C, No): (949) 486-7950
www.patrisk.com 0G55454	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Mike Prlich & Sons, Inc. 5103 Elton St. Baldwin Park CA 91706	INSURER A : Liberty Mutual Fire Insurance Company	NAIC # 23035
	INSURER B : Nationwide Mutual Insurance Company	23787
	INSURER C : Navigators Insurance Company	42307
	INSURER D : Evanston Insurance Company	35378
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 19053624

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$0 Deductible GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	<input checked="" type="checkbox"/>	TB2-Z91-461277-023	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACP7800180032	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		LA13EXC7820511V	8/1/2013	8/1/2014	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC2-Z91-461277-013	8/1/2013	8/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
D	Pollution Liability		13CPLOWE00118	8/1/2013	8/1/2014	\$1,000,000 Occur / \$1,000,000 Aggregate

APPROVED AS TO FORM

4.22 2014

By Richard Anthony
 RICHARD ANTHONY
 DEPUTY CITY ATTORNEY

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Inspection of Lateral Sewer Pipelines on Customer Premises, ITB GO 4-024-G-302
 City of Long Beach, its Officials, Employees, and Agents are named as Additional Insured as respects to General Liability as per endorsement attached as required by written contract. *30-day notice of cancellation / 10-days for non-payment of premium.

CERTIFICATE HOLDER City of Long Beach 333 W. Ocean Blvd. Long Beach CA 90802 APPROVED AS TO SUFFICIENCY <u>Michael Chio</u> RISK MANAGER CITY OF LONG BEACH DATE: 1/29/14	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 <u>Leonard E. Ziminsky</u> Leonard E. Ziminsky

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: City of Long Beach, its Officials, Employees, and Agents 333 W. Ocean Blvd., 7th Floor, Long Beach, CA 90802
Location And Description of Completed Operations: Inspection of Lateral Sewer Pipelines on Customer Premises, ITB GO 4-024-G-302
Additional Premium:

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

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

APPROVED AS TO SUFFICIENCY
Michael Aliso
 RISK MANAGER
 CITY OF LONG BEACH
 DATE: 1/29/14

APPROVED AS TO FORM
4.22.2014
 CHARLES PARKIN, City Attorney
 By [Signature]
 RICHARD ANTHONY
 DEPUTY CITY ATTORNEY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	
<p>City of Long Beach 333 W. Ocean Blvd., 7th Floor Long Beach, CA 90802 Re: Inspection of Lateral Sewer Pipelines on Customer Premises, ITB GO 4-024-G-302</p>	<p>APPROVED AS TO SUFFICIENCY <i>Michael Elias</i> RISK MANAGER CITY OF LONG BEACH DATE: <u>1/29/14</u></p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

APPROVED AS TO FORM
4.22.2014
CHARLES PARKIN, City Attorney
By *[Signature]*
RICHARD ANTHONY
DEPUTY CITY ATTORNEY

Mike Prlich and Sons Inc.
5103 Elton Street
Baldwin Park, California 91706
(626)813-1700 Fax (626)813-1770

**RESOLUTION BY THE BOARD OF DIRECTORS
OF MIKE PRLICH AND SONS INC**

WHEREAS, THE UNDERSIGNED BEING ALL OF THE DIRECTORS (OR A MAJORITY) OF THE ABOVE-NAMED CORPORATION, HERBY INDIVIDUALLY AND COLLECTIVELY CONSENT TO THE FOLLOWING RESOLUTION:


RESOLVED, THAT ANY ONE OR MORE OF THE FOLLOWING OFFICERS OF THIS CORPORATION IS HERBY AUTHORIZED TO ENTER INTO ANY CONTRACT OR EXECUTE ANY INSTRUMENT IN THE NAME OF AND ON BEHALF OF THE CORPORATION. SUCH POWER IS GENERAL.

MICHAEL A. PRLICH – PRESIDENT

PETER A. SERDARUSICH SECRETARY/TREASURER

RESOLVED FURTHER, THAT ANY OF THE ABOVE OFFICERS OF THIS CORPORATION IS HERBY AUTHORIZED TO EXECUTE ANY DOCUMENTS OR INSTRUMENT ON BEHALF OF THE CORPORATION. THE UNDERSIGNED, BEING ALL OF THE DIRECTORS (OR A MAJORITY) OF THIS CORPORATION, HERBY ADOPT AND CONSENT TO THE FOREGOING RESOLUTION IN LIEU OF A MEETING.


DATED: January 22, 2011



President



Secretary/Treasurer



Director



Director



THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

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

BID NO. ITB GO 14-024 - G-302
BOND NO. 72BCSGM6755
Premium: \$1,926.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,
Mike Prlich & Sons, Inc.
As PRINCIPAL, and Hartford Fire Insurance Company Located at
One Pointe Dr., Suite 325, Brea, CA 92822, a corporation, incorporated under the laws of the
State of Connecticut. Admitted as a surety in the State of California and authorized to transact business in the State of California, as
SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of
One Hundred Ninety Two Thousand Two Hundred Twenty Five and 00/100 DOLLARS
(\$192,225.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind
ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference)
with said City of Long Beach for the
ITB GO 14-024-G-302 Inspection of Lateral Sewer Pipelines on Customer Premises, And
is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with
all of the formalities required by law on this 23rd day of January, 2014.

Mike Prlich & Sons, Inc.
CONTRACTOR / PRINCIPAL

By: [Signature]

Name: MICHAEL A. PRLICH
Title: PRESIDENT

Title: _____

By: _____

Name: _____

Title: _____

Hartford Fire Insurance Company
SURETY

By: [Signature]

Name: Arturo Ayala

Title: Attorney-in-Fact

Telephone: (714) 674-1200

Approved as to form this 2 day of April, 20 14
Charles Parkin
ROBERT E. SHANNON, City Attorney

By: [Signature]
Deputy

approved as to sufficiency this 29 day of April, 20 14

By: [Signature] Assistant City Manager
City Manager/City Engineer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

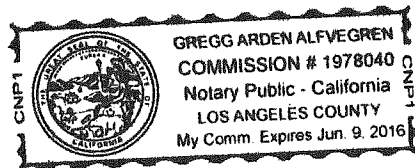
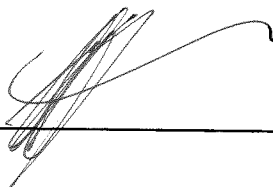
State of California
County of Los Angeles

On 01-23-, 2014, before me, **Michael A. Prlich, President**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

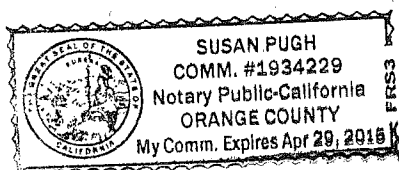
STATE OF CALIFORNIA

County of Orange }

On 1/23/14 before me, Susan Pugh, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Arturo Ayala
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature Susan Pugh
Signature of Notary Public Susan Pugh

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Faithful Performance Bond

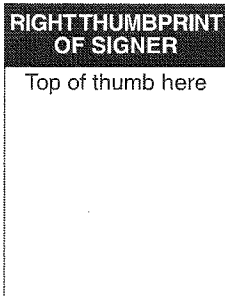
Document Date: 1/23/14 Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

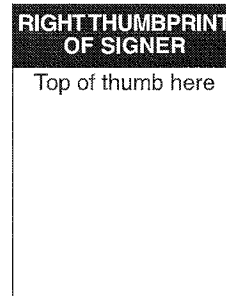
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE

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

LABOR AND MATERIAL BOND

Bond No. 72BCSGM6755

KNOW ALL MEN BY THESE PRESENTS: That we, Mike Prlich & Sons, Inc.

Hartford Fire Insurance Company, as PRINCIPAL, and
One Pointe Dr., Suite 325, Brea, CA 92822, Located at _____
a corporation,
incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact
business in the State of California, as SURETY, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a
municipal corporation, in the sum of One Hundred Ninety Two Thousand Two Hundred Twenty Five
and 00/100 DOLLARS
(\$ * _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our
respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

*\$192,225.00

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

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

**Bid No. ITB GO 14-024 - G-302 Inspection of Lateral Sewer Pipelines on Customer Premises

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

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

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

IN WITNESS WHEREOF, the above named Principal and Surety has executed, or caused to be executed, this instrument with all
of the formalities required by law on this 23rd day of January, ~~2014~~ 2014.

Mike Prlich & Sons, Inc.
CONTRACTOR / PRINCIPAL

Hartford Fire Insurance Company
SURETY, admitted in California

By: _____

By: _____

Name: MICHAEL A. PRlich

Name: Arturo Ayala

Title: PRESIDENT

Title: Attorney-in-Fact

Telephone: (714) 674-1200

By: _____

Name: _____

Title: _____

Approved as to form this 2 day

Approved as to sufficiency this 29 day

Of April, 2014

Of April, 2014

Charles Shannon
Robert E. Shannon, City Attorney

Assistant City Manager

By: _____
Senior Deputy

By: _____
City Manager / City Engineer
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

(To Be Filled in When Surety is a Corporation)

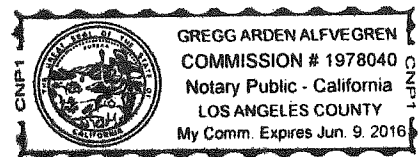
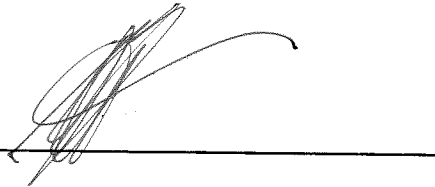
State of California
County of Los Angeles

On 01-23-, 2014, before me, **Michael A. Prlich, President**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____



(Seal)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

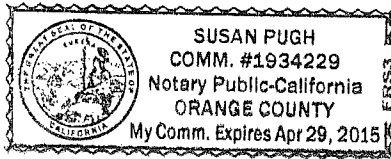
STATE OF CALIFORNIA

County of Orange

On 1/23/14 before me, Susan Pugh, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Arturo Ayala
Name(s) of Signer(s)

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



Place Notary Seal Above

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

Witness my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public Susan Pugh

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Labor and Material Bond

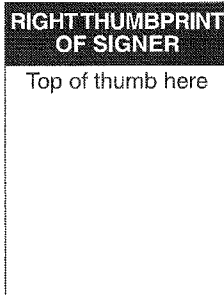
Document Date: 1/23/14 Number of Pages: One

Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Arturo Ayala

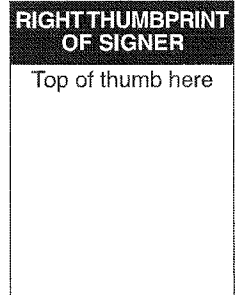
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

POWER OF ATTORNEY

Bond No. 72BCSGM6755

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835

Agency Code: 72-181009

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of unlimited:**

Daniel Huckabay, Arturo Ayala
of
Orange, CA

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on January 22, 2004 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Wesley W. Cowling

Wesley W. Cowling, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Assistant Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 3rd day of November, 2008, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Scott E. Paseka

Scott E. Paseka
Notary Public

My Commission Expires October 31, 2012

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of January 23, 2014.
Signed and sealed at the City of Hartford.



Gary W. Stumper

Gary W. Stumper, Assistant Vice President



Claims Inquiries Notice

Hartford Fire Insurance Company
Hartford Casualty Insurance Company
Hartford Accident and Indemnity Company
Hartford Underwriters Insurance Company

Twin City Insurance Company
Hartford Insurance Company of Illinois
Hartford Insurance Company of the Midwest
Hartford Insurance Company of the Southwest

Please address inquiries regarding **Claims** for all surety and fidelity products issued by The Hartford's underwriting companies to the following:

Phone Number: : 888-266-3488
Fax – Claims : 860-757-5835 or 860-547-8265
E-mail : claims@1stepsurety.com

Mailing Address : The Hartford
BOND, T-4
690 Asylum Avenue
Hartford, CT 06115