

CONTRACT

34480

THIS CONTRACT is made and entered, in duplicate, as of November 1, 2016 for reference purposes only, pursuant to a minute order adopted by the City Council of the City of Long Beach at its meeting held on July 5, 2016, by and between CORRAL CONSTRUCTION & DEVELOPMENT INC., a California corporation ("Contractor"), whose address is 5211 East Washington Boulevard, #2-122, Commerce, California 90040 and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to an Invitation to Bid for "Commercial Rehabilitation Program-Scattered Sites in North Long Beach," dated August 8, 2016, 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 work described in Bid Number ITB DV16-161 is funded by United States Department of Housing and Urban Development (HUD) Community Development Block Grants ("CDBG"); and

WHEREAS, the City Council authorized the City Manager to expend these CDBG funds and to enter into a contract with Contractor for the work described in Bid Number ITB DV16-161;

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, equipment, supervision, tools, materials, supplies, appliances, and transportation for the work described in Bid Number ITB DV16-161 for "Commercial Rehabilitation Program-Scattered Sites in North Long Beach," 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.

1 2. PRICE AND PAYMENT.

2 A. City shall pay to Contractor the amount(s) for materials and
3 work identified in Contractor's Bid for Commercial Rehabilitation Program-
4 Scattered Sites in North Long Beach," attached hereto as Exhibit "A".

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

8 3. CONTRACT DOCUMENTS.

9 A. The Contract Documents include: The Notice Inviting Bids, Bid
10 Number ITB DV16-161 (which may include by reference the Standard Specifications
11 for Public Works Construction, latest edition, and any supplements thereto,
12 collectively the "Standard Specifications"); the City of Long Beach Standard Plans;
13 the California Code of Regulations; the various Uniform Codes applicable to trades;
14 the prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City
15 of Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise
16 Program; this Contract and all documents attached hereto or referenced herein
17 including but not limited to insurance; Bond for Faithful Performance; Payment
18 Bond; Notice to Proceed; Notice of Completion; any addenda or change orders
19 issued in accordance with the Standard Specifications; any permits required and
20 issued for the work; approved final design drawings and documents; and the
21 Information Sheet. These Contract Documents are incorporated herein by the
22 above reference and form a part of this Contract.

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

1 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City
2 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section
3 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other
4 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

5 4. TIME FOR CONTRACT. Contractor shall commence work on a date
6 to be specified in a written "Notice to Proceed" from City and shall complete all work within
7 three (3) months thereafter, subject to strikes, lockouts and events beyond the control of
8 Contractor. Time is of the essence hereunder. City will suffer damage if the work is not
9 completed within the time stated, but those damages would be difficult or impractical to
10 determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in
11 the Contract Documents.

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

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

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

26 8. CLAIMS. Contractor shall, upon completion of the work, deliver
27 possession thereof to City ready for use and free and discharged from all claims for labor
28 and materials in doing the work and shall assume and be responsible for, and shall protect,

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

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

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

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

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

22 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

1 determine the percentage of work completed and the determination of the City
2 Engineer shall be final.

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

10 13. NOTICES.

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

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

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

27 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any
28 of the moneys that may become due Contractor hereunder may be assigned by Contractor

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

5 16. CERTIFIED PAYROLL RECORDS.

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

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

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

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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 flood
5 or the negligence or willful misconduct of City, then Contractor shall immediately make the
6 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
7 the City whole or pay, then City may do so and the cost and expense of doing so shall be
8 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, Department
19 of Financial Management. Contractor acknowledges and agrees that City has no
20 obligation to pay Contractor until Contractor provides one of these numbers.

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

1 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
2 in tangible personal property that was subject to sales or use tax in the previous
3 calendar year.

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

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

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

27 20. ADVERTISING. Contractor shall not use the name of City, its officials
28 or employees in any advertising or solicitation for business, nor as a reference, without the

1 prior approval of the City Manager, City Engineer or designee.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 CORRAL CONSTRUCTION &
4 DEVELOPMENT INC., a California
5 corporation

6 1/3, 201~~6~~⁷

By [Signature]
Name ERNESTO CORRAL
Title President

8 1/3, 201~~6~~⁷

By [Signature]
Name RENEE SOTO
Title VP

9 "Contractor"

10 CITY OF LONG BEACH, a municipal
11 corporation

12 Jan. 24, 201~~6~~⁷

By [Signature]
City Manager
Assistant City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

13 "City"

14 This Contract is approved as to form on 1/23, 201~~6~~⁷

15 CHARLES PARKIN, City Attorney

16 By [Signature]
17 Deputy

18 OFFICE OF THE CITY ATTORNEY
19 CHARLES PARKIN, City Attorney
20 333 West Ocean Boulevard, 11th Floor
21 Long Beach, CA 90802-4664

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Los Angeles)

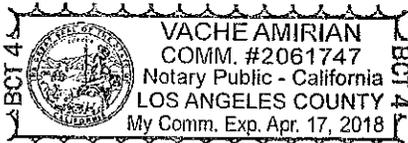
On 01-03-2017 before me, VACHE AMIRIAN, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared Ernesto Corral
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Los Angeles

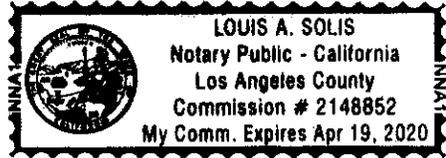
s.s.

On 01-03-2017 before me, Louis A. Solis Notary Public

personally appeared Renee Christina Soto

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

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



WITNESS my hand and official seal.
Louis A. Solis
Signature of Notary Public

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Contract containing 12 pages, and dated 01-03-2017.

The signer(s) capacity or authority is/are as:
 Individual(s)
 Attorney-in-fact _____
 Corporate Officer(s) _____
 Guardian/Conservator
 Partner - Limited/General
 Trustee(s)
 Other: _____
representing: _____

Additional Information
Method of Signer Identification
Proved to me on the basis of satisfactory evidence: <input type="checkbox"/> form(s) of identification <input type="checkbox"/> credible witness(es)
Notarial event is detailed in notary journal on: Page # _____ Entry # _____
Notary contact: _____
Other <input type="checkbox"/> Additional Signer <input type="checkbox"/> Signer(s) Thumbprints(s) <input type="checkbox"/> _____

EXHIBIT “A”

INVITATION TO BID ITB DV16-161

BID NUMBER ITB DV16-161

TO: CITY OF LONG BEACH
PURCHASING DIVISION
ATTN: CITY CLERK



INVITATION TO BID
Commercial Rehabilitation
Program – Scattered Sites In North
Long Beach

333 West Ocean Boulevard, Plaza Level
Long Beach, California 90802

CONTRACT NO. ITB DV16-161

1. COMPLETE CONTRACT:

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

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

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

3. AMOUNT TO BE PAID:

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

4. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:

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

5. DECLARATION OF NON-COLLUSION:

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

BIDDER MUST COMPLETE AND SIGN BELOW:

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

EXECUTED AT: Commerce CITY CA STATE ON THE 26 DAY OF SEPTEMBER, 20 16 MONTH

COMPANY NAME: CORRAL CONSTRUCTION & DEVELOPMENT INC (FEDERAL TAX IDENTIFICATION NUMBER) [REDACTED]

STREET ADDRESS: 5211 E WASHINGTON BLVD 2-122 CITY: COMMERCE STATE: CA ZIP: 90040

PHONE: 562-762-6632 FAX: _____

S/ [Signature] (SIGNATURE) _____ (TITLE) President

Ernesto Corral (PRINT NAME) _____ (EMAIL ADDRESS) corral.construction@yahoo.com

S/ [Signature] (SIGNATURE) _____ (TITLE) VICE PRESIDENT

PENGE SOTO (PRINT NAME) _____ (EMAIL ADDRESS) corral.construction@yahoo.com

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

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

THE CITY OF LONG BEACH

BY _____ Director of Financial Management _____ Date _____

APPROVED AS TO FORM _____, 20_____
CHARLES PARKIN
CITY ATTORNEY

BID NUMBER ITB DV16-161

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:
Corporation State of CA
Partnership State of _____
General Limited
Joint Venture
Individual DBA _____
Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization): **OPTIONAL**
Ethnic (Check one):
 Black Asian Other Non-white
 Hispanic American Indian Caucasian
Non-ethnic Factors of Ownership (check all that apply):
 Male Yes - Physically Challenged Under 65
 Female No - Physically Challenged Over 65
Is the firm certified as a Disadvantaged Business: Yes No
Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?
 Yes No
Name of certifying agency: LA COUNTY COMMUNITY DEVELOPMENT COMMISSION

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

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

14. PRICES:

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

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

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

SUBCONTRACTORS

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

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

Company Name: None

Address: _____

Commodity/Service Provided: _____

Circle appropriate designation: MBE WBE

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

Certified by: _____

Valid thru: _____

Dollar value of participation: \$ _____

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

SUBMIT TO:
CITY OF LONG BEACH
CITY CLERK
333 W OCEAN BLVD/PLAZA LEVEL
LONG BEACH CA 90802

BID DUE DATE: September 15, 2016
TIME: 11:00 am

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

ANNE TAKII (562) 570-6362
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES X NO _____

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

19. AMERICANS WITH DISABILITIES ACT:

Commercial Rehab – Scattered Sites

SPECIFICATIONS

4. BID SUBMISSION INSTRUCTIONS

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

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Bid Section (Appendix A).
- Reference List (Appendix B)
- W-9 Form and Vendor Application (Appendix D)
- Debarment Certification Form (Appendix E)
- Printout from Secretary of State Website of business entity (Appendix F)
- Site Examination Certificate Form (Appendix G)
- Equal Benefits Ordinance (EBO) Compliance Form (Appendix K)
- HUD Section 3 Best Effort Submittal Package (Appendix L)
- Copy of Contractor's License
- Proof of Insurability
- Financial Statement

5. METHOD OF SUBMISSION

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

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

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

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

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

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

SPECIFICATIONS

to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly-licensed facility.

The Contractor shall follow the City's Policy on Construction & Demolition Recycling. Please reference City's Demolition Debris Recycling (C&D) Program at for more information:

http://www.lbds.info/planning/advance_planning/green_building/default.asp#cd

24. LICENSE INFORMATION:

Contractor's License

Minimum license requirement is a California Contractor "B" License. The undersigned hereby declares that he is a contractor and has been in business for 10 years; has a valid state of California contractor's license sufficient to qualify as contractor in this case and a current city of Long Beach business license following a notice of award; and will obtain all required permits. Failure to include this information will void the bid. Please include a photocopy of your license with the bid.

California Contractors License Number 9200005 expires: 2/2017

Classification Number: B / C33

Long Beach Business License

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

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

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

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

8. WORK HISTORY

No Contracts Ever Cancelled

BID NUMBER ITB DV16-161

APPENDIX A: BID SECTION

This project shall be FOB Destination City of Long Beach.

All pricing is to be entered electronically in Planetbids using the "Line Items" tab.

Vendor Name: CORTAL CONSTRUCTION & DEVELOPMENT INC

Payment terms: Progress Payments

Delivery: 3 months
From NTP Days from Notice to Proceed.



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

Reference Information Form

Client/Contractor Name CITY OF LONG BEACH
 Project Manager/Contact Name WALTER BEAUMONT E-mail — Ph. No. 562 570-5039
 Address 333 W. OCEAN BLVD, LONG BEACH, CA 90802
 Project Description COMMERCIAL RETAB Program
 Project Dates (Start and End) 2016 Contract Term(s) Progress payments Contract Amount 210,000

Client/Contractor Name CITY OF LONG BEACH
 Project Manager/Contact Name WALTER BEAUMONT E-mail — Ph. No. 562 570-5039
 Address 333 W. OCEAN BLVD, LONG BEACH, CA 90802
 Project Description COMMERCIAL RETAB Program
 Project Dates (Start and End) 2015 Contract Term(s) Progress payments Contract Amount 395,000

Client/Contractor Name LA COUNTY COMMUNITY DEVELOPMENT Commission
 Project Manager/Contact Name RALPH ORTIZ E-mail ralph.ortiz@lacoc.org Ph. No. 626 437-4080
 Address 700 W. MAIN ST., ALTAMBRA, CA 91801
 Project Description COMMERCIAL RETAB Program
 Project Dates (Start and End) 2016 Contract Term(s) Progress payments Contract Amount 240,000

Client/Contractor Name CITY OF CARSON
 Project Manager/Contact Name MIGUEL Ramirez E-mail mramirez@mdg-ldm.com Ph. No. (909) 476-9686 x 200
 Address 333 W. CARSON STREET, CARSON
 Project Description COMMERCIAL RETAB Program.
 Project Dates (Start and End) 2014 Contract Term(s) Progress payments Contract Amount 150,000

Client/Contractor Name CITY OF SANTA FE SPRINGS
 Project Manager/Contact Name Daniel Reyes E-mail Dreyes@oe-eng.com Ph. No. 309 953-5688
 Address 11710 E. TELEGRAPH RD, SANTA FE SPRINGS 90670
 Project Description Commercial Remodel (2 PROJECTS)
 Project Dates (Start and End) 2016 Contract Term(s) Progress payments Contract Amount 110,000

Company Name
(same as line 1 on W9): Corral Construction & Development Inc

DBA Name
(same as line 2 on W9):

Federal Tax ID Number (or SSN): 26-325294
Web Address: required (this number is a fed tax id:) leave blank if not applicable

Purchase Order Address: 5211 E. Washington Blvd 2-122

Attr: Renee Soto

City: Commerce

State: CA Zip Code: 90040

Contact Name: Renee Soto

E-mail: corral.construction@yahoo.com

Phone Number: 562-762-6632 i.e. 562-555-1234

Fax: i.e. 562-555-5678

Toll Free: i.e. 800-555-2468

'Remit to' Address: SAME
If 'remit to' address is the same as the purchase order address, put SAME in first box only.

Attr:

City:

State:

Contact Name:

E-mail:

Phone Number: i.e. 562-555-1234

Fax: i.e. 562-555-5678

Toll Free: i.e. 800-555-2468

Type of Ownership:
 Individual Partnership Corporation LLC Nonprofit Government
Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)
MBE WBE Local DBE Certified SBE Certified Micro
State certification number:

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

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

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

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

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

CORRAL CONSTRUCTION & DEVELOPMENT INC.

Business/Contractor/Agency

R. News

VICE PRESIDENT

Name of Authorized Representative

Title of Authorized Representative

r20141001

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

Compliance with the EBO

If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO, the Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor, which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: RIVNEE SOTO Title: VICE PRESIDENT

Signature:  Date: 9/26/16

Business Entity Name: COORAL CONSTRUCTION & DEVELOPMENT

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: CORRAL CONSTRUCTIONS + DEVELOPMENT INC Federal Tax ID No. [REDACTED]
Address: 5211 E. WASHINGTON BLVD. 2-122
City: COMMERCE State: CA ZIP: 90040
Contact Person: PENESE SOTO Telephone: 562-762-6632
Email: corral.construction@yahoo.com Fax: _____

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
- _____ By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

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

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

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

____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 26 day of SEPTEMBER, 2016, at COMMERCE, CA

Name RENÉE SOTO

Signature [Signature]

Title VICE PRESIDENT

Federal Tax ID No. [REDACTED]



BEST EFFORT SUBMITTAL PACKAGE

To be submitted as part of the prime contractor's bid package
to document that the prime contractor has made best efforts to contract with Section 3 businesses.

COVER SHEET

Submitted by

Developer/Contractor: CORRAL CONSTRUCTION + DEVELOPMENT INC

Project: JTB DV16-161

1. ATTACHMENT B – HUD SECTION 3 AFFIDAVIT

2. ATTACHMENT I: CONTACT LOG – BUSINESSES

SECTION 3 BUSINESSES LOCATED ON OUR WEBSITE AT:

[HTTP://WWW.LONGBEACH.GOV/FINANCE/BUSINESS-INFO/COMPLIANCE/ HUD-SECTION-3-PROGRAM/](http://www.longbeach.gov/finance/business-info/compliance/ HUD-section-3-program/)

3. ATTACHMENT I: CONTACT LOG – OUTREACH AGENCIES

4. ATTACHMENT J: BUSINESS INFORMATION FORMS FOR THE
PRIME CONTRACTOR AND ALL LISTED SUBCONTRACTORS
(IF NOT AVAILABLE WITH BID DOCUMENTS, IT MUST BE
RECEIVED BY THE CITY BY 10:00 A.M. OF THE NEXT
WORKING DAY)

5. APPENDIX: ALL DOCUMENTATION PROVING CONTACTS
WERE MADE. THIS **SHOULD** INCLUDE THE FOLLOWING:

- Fax Confirmation Sheets
- Copies of Metered Envelopes
- Copies of Registered Mail Receipts
- Sent Email Confirmation printouts



CITY OF LONG BEACH HUD SECTION 3 AFFIDAVIT

Must be completed by the Prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

IMPORTANT NOTE: YOUR SIGNATURE BELOW INDICATES THAT YOU RECEIVED A COPY OF THE CITY'S SECTION 3 POLICY AND REQUIREMENTS AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION (ATTACHMENT C) AND COMPLIANCE REQUIREMENTS STATED THEREIN.

I, THE UNDERSIGNED

RENÉE SOTO

VICE PRESIDENT

OFFICER OR AUTHORIZED
AGENT OF COMPANY
(PRINT NAME)

SIGNATURE'S TITLE

Renee Soto

SIGNATURE

PROJECT NAME:

ITB DV 16-161

COMPANY NAME:

CORRAL CONSTRUCTION & DEVELOPMENT INC

ADDRESS:

5211 E. WASHINGTON BLVD, 2-122

CITY COMMERCE STATE CA

ZIP CODE 90040

TELEPHONE NUMBER:

(562) 762-4632

E-MAIL ADDRESS:

corral.construction@yahoo.com

DATE:

9/26/16

ATTACHMENT B



THE CITY OF LONG BEACH

HUD SECTION 3 BUSINESS INFORMATION FORM

Must be submitted with bid documents. To be completed by the prime contractor and all subcontractors. If not available with bid documents, this form must be received by the City by 10:00 a.m. of the next working day.

The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects. Please print or type.

COMPANY

NAME: CURRAL CONSTRUCTION & DEVELOPMENT INC

ADDRESS: 5211 E. WASHINGTON BLVD. 2-122

CITY: COMMERCE STATE: CA ZIP CODE: 90040

TELEPHONE: (562) 762-6632

FORM COMPLETED BY: RENEE SOTO

SERVICE OR PRODUCT: CONSTRUCTION

IS 51% OR MORE OF YOUR BUSINESS OWNED BY SECTION 3 RESIDENTS? YES NO

IS AT LEAST 30% OF YOUR WORKFORCE (FULL TIME, PERMANENT STAFF) MADE UP OF SECTION 3 RESIDENTS OR WERE THEY SECTION 3 RESIDENTS WITHIN 3 YEARS OF THEIR FIRST DATE OF EMPLOYMENT? YES NO

Renee Soto 9/26/16
SIGNATURE DATE

CITY OF LONG BEACH • DEPARTMENT OF FINANCIAL MANAGEMENT
333 WEST OCEAN BOULEVARD, 7TH FL • LONG BEACH, CA 90802
(562) 570-6200 FAX: (562) 570-5099

ATTACHMENT J



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **928805**

Entity **CORP**

Business Name **CORRAL CONSTRUCTION &
DEVELOPMENT INC**

Classification(s) **B C33**

Expiration Date **02/28/2017**

www.cslb.ca.gov



Client#: 1291580 305CORRACON
ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 12/08/2014

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 BB&T Insurance Services of Orange County 2400 Katella Avenue Ste 1100 Anaheim, CA 92805	CONTACT NAME: Angelique Lopez PHONE (A/C No., Ext.): 714 941-2629 FAX (A/C, No.): 877-297-9259 E-MAIL ADDRESS: angelique.lopez@bbandt.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER B: State Compensation Ins. Fund of</td> <td>35076</td> </tr> <tr> <td>INSURER C: General Insurance Company of Am</td> <td>24792</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Colony Insurance Company	39993	INSURER B: State Compensation Ins. Fund of	35076	INSURER C: General Insurance Company of Am	24792	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED Corral Construction & Development Inc 5211 E. Washington Blvd. #2-122 Commerce, CA 90040														

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	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"/> BUPD Ded:\$00 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		GL0003161	12/08/2014	12/08/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (E2 occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		2ACC25720870	12/08/2014	12/08/2015	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
B	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 Y N/A	903611813	12/01/2014	12/01/2015	<input checked="" type="checkbox"/> IWC 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 City of Long Beach
 Its departments, boards, officials, employees and agents
 is additional insured as respects to general liability insurance per attached policy form U156-0310.

CERTIFICATE HOLDER City of Long Beach 333 W Ocean Blvd Long Beach, CA 90802	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 <i>Roger Wilson</i>
---	---

** UPDATED upon AWARD*



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

8/15/16

NOTICE TO BIDDERS

ADDENDUM NO. 1

**ITB DV16-161 Commercial Rehabilitation Program—
Scattered Sites in North Long Beach**

This acknowledgement needs to be signed and included with your bid document.

Each contractor and every lower-tier subcontractor and supplier shall be required to submit certified payrolls and labor compliance documentation electronically at the discretion of and the manner specified by the City of Long Beach.

Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. Each contractor and subcontractor will be given a Log On identification and password to access the City of Long Beach reporting system.

Use of the system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. The contractor's payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and vendor required to provide labor compliance documentation.

Prepared By: Anne Takii
Buyer I

Acknowledged By: CORRAL CONSTRUCTION & DEVELOPMENT INC
Company Name

RENÉE SOTO
Print Name

VICE PRESIDENT
Title

Renee Soto
Signature

9/26/16
Date

Addendum No. Two – ITB-DV16-161

4. Q: Is there parking space available for workmen during construction.

A: Yes, there are parking spaces available for workers during construction.

5. Q: What is the daily working hours for the workers during construction

A: The Long Beach Municipal Code (§8.80.130 & §8.80.202) prohibits loud noises during the following hours:

Weekdays and Federal holidays: Before 7:00 AM & after 7:00 PM
Saturdays: Before 9:00 AM & after 6:00 PM
Sundays: Prohibited

Also, as stated in Section 22 of the ITB, the Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) and the requirements of the Davis-Bacon Act (40 U.S.C. §§ 276-a7) as supplemented by the Department of Labor regulations (29 CFR Part 5).

Q: Could the contractor, meet the business owners to discuss the pertinent issues dealing with the construction project directly if selected as a qualified and successful bidder.

A: The contractor should discuss pertinent issues concerning the construction project with the City's project manager, who is available by phone during regular business hours. If the project manager is unavailable and the matter is urgent, the contractor may talk directly to business owner.

Prepared By: Anne Takii
Buyer I

Acknowledged By: CORRAL CONSTRUCTION & DEVELOPMENT INC
Company Name

RENBE SOTO
Print Name

VICE PRESIDENT
Title


Signature

9/26/16
Date



City of Long Beach

Department of Financial Management
Purchasing Division
333 W Ocean Blvd. 7th floor, Long Beach, California 90802
p 562.570.6200

9/16/16

NOTICE TO BIDDERS

ADDENDUM NO. 3

**ITB DV16-161 Commercial Rehabilitation Program—
Scattered Sites in North Long Beach**

This acknowledgement needs to be signed and included with your bid document. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

Please note the following changes:

- The following shall be deleted from Section 27 - PREVAILING WAGE (FEDERAL DAVIS BACON ACT REQUIREMENTS): The Federal wage determination shall be CA160033 Mod 8 published 7/8/16.
- The following shall be added to Section 27 - PREVAILING WAGE (FEDERAL DAVIS BACON ACT REQUIREMENTS): The Federal wage determination shall be CA160033 Mod 12 published 8/28/16. A copy of the Federal wage determination is provided and attached.
- The bid due date has been extended to Monday, September 26, 2016 by 11:00 AM Pacific Standard Time.

Prepared By: Somaly Khem for Anne Takii
Buyer I

Acknowledged By: CORRAL CONSTRUCTION & DEVELOPMENT INC
Company Name

RENÉE SOTO
Print Name

VICE PRESIDENT
Title


Signature

9/26/16
Date

Bid Results

Bidder Details

Vendor Name Corral Construction & Development
Address 5211 E. Washington Blvd #2-122
 Commerce, CA 90040
 United States

Respondee Renee Soto
Respondee Title VP
Phone 562-762-6632 Ext.
Email corral.construction@yahoo.com

Vendor Type MBE
License #
CA DIR

Bid Detail

Bid Format Electronic
Submitted September 26, 2016 7:39:31 AM (Pacific)
Delivery Method
Bid Responsive Yes
Bid Status Submitted
Confirmation # 89155
Ranking 0

Respondee Comment

Line Items 5, 6, 12, 13, 19, 20, 26, 27, 33, 34, 40, 41, 47, 48, 54, 55 do not allow for a percentage to be entered. Any number entered just increases the bid amount.

Buyer Comment

Attachments

File Title	File Name	File Type
Bid Docs	ITB DV16-161.pdf	General Attachment (Include all pages of bid)

Line Items

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	Property Address: 701 - 709 E Artesia Blvd					
1	Materials, including signage					
	BASE BID	LT	1	\$22,000.00	\$22,000.00	
2	Labor					
	BASE BID	LT	1	\$22,000.00	\$22,000.00	
3	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$1,320.00	\$1,320.00	
4	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$8,157.60	\$8,157.60	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
5	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
6	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
7	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
Subtotal					\$53,477.60	
Property Address: 717-721 E Artesia Blvd						
8	Materials, including signage					
	BASE BID	LT	1	\$8,000.00	\$8,000.00	
9	Labor					
	BASE BID	LT	1	\$10,000.00	\$10,000.00	
10	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$540.00	\$540.00	
11	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$3,337.20	\$3,337.20	
12	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
13	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
14	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
Subtotal					\$21,877.20	
Property Address: 6148 Long Beach Blvd						
15	Materials, including signage					
	BASE BID	LT	1	\$17,000.00	\$17,000.00	
16	Labor					
	BASE BID	LT	1	\$16,000.00	\$16,000.00	
17	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$990.00	\$990.00	
18	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$6,118.20	\$6,118.20	
19	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
20	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
21	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
Subtotal					\$40,108.20	
Property Address: 6240 Long Beach Blvd						
22	Materials, including signage					
	BASE BID	LT	1	\$16,000.00	\$16,000.00	
23	Labor					
	BASE BID	LT	1	\$17,500.00	\$17,500.00	
24	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$1,014.00	\$1,014.00	
25	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$6,266.52	\$6,266.52	
26	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
27	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
28	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
Subtotal					\$40,780.52	
Property Address: 839 E Market St						
29	Materials, including signage					
	BASE BID	LT	1	\$13,000.00	\$13,000.00	
30	Labor					
	BASE BID	LT	1	\$13,500.00	\$13,500.00	
31	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$795.00	\$795.00	
32	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$4,913.10	\$4,913.10	
33	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
34	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
35	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
					Subtotal	\$32,208.10
Property Address: 901 E Market St						
36	Materials, including signage					
	BASE BID	LT	1	\$21,400.00	\$21,400.00	
37	Labor					
	BASE BID	LT	1	\$21,500.00	\$21,500.00	
38	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$1,290.00	\$1,290.00	
39	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$7,972.20	\$7,972.20	
40	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
41	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
42	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
					Subtotal	\$52,162.20
Property Address: 2048 - 2066 1/2 Santa Fe Ave						
43	Materials, including signage					
	BASE BID	LT	1	\$29,000.00	\$29,000.00	
44	Labor					
	BASE BID	LT	1	\$29,000.00	\$29,000.00	
45	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$1,740.00	\$1,740.00	
46	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$10,753.20	\$10,753.20	
47	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
48	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
49	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	

Commercial Rehabilitation Program - Scattered Sites in North Long Beach (ITB DV16-161), bidding on September 26,

Printed 11/01/2016

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
				Subtotal	\$70,493.20	
	Property Address: 2080-2090 Santa Fe Ave					
50	Materials, including signage					
	BASE BID	LT	1	\$14,000.00	\$14,000.00	
51	Labor					
	BASE BID	LT	1	\$18,000.00	\$18,000.00	
52	Bonds, Insurance & Taxes					
	MISCELLANEOUS	LT	1	\$960.00	\$960.00	
53	Contractor Overhead & Profit					
	MISCELLANEOUS	LT	1	\$5,932.80	\$5,932.80	
54	Bonds, Insurance & Taxes Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	3 percent
55	Contractor Overhead & Profit Percentage (Example: enter 0.10 for 10%)					
	MISCELLANEOUS	LT	1	0	0	18 percent
56	If any alternate, please enter in comments section.					
	BID ALTERNATE	LT	1	0	0	
				Subtotal	\$38,892.80	
				Total	\$349,999.82	

**Business Entities (BE)**

Online Services

- [E-File Statements of Information for Corporations](#)
- [Business Search](#)
- [Processing Times](#)
- [Disclosure Search](#)

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Statements of Information
(annual/biennial reports)

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- [Business Resources](#)
- [Tax Information](#)
- [Starting A Business](#)

Customer Alerts

- [Business Identity Theft](#)
- [Misleading Business Solicitations](#)

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Friday, September 23, 2016. Please refer to [Processing Times](#) for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CORRAL CONSTRUCTION & DEVELOPMENT INC.
Entity Number:	C3132779
Date Filed:	09/24/2008
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	5211 E. WASHINGTON BLVD #2-122
Entity City, State, Zip:	COMMERCE CA 90040
Agent for Service of Process:	RENEE SOTO
Agent Address:	5211 E. WASHINGTON BLVD #2-122
Agent City, State, Zip:	COMMERCE CA 90040

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

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code [section 2114](#) for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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

CITY OF LONG BEACH

CERTIFICATION OF SITE EXAMINATION

Each Bidder shall be fully informed of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each Bidder shall examine the site(s) for the Work described herein to its satisfaction. Bidders shall have the option to attend non-mandatory inspections of the building and sites.

This is to certify that I have examined the subject buildings and sites to my satisfaction and the bid is complete and there will be no additional payment for failure to examine the building(s) and site(s) thoroughly.

Date of Site Examination Company 9/24/2016

Michael Soto Printed
Name of Company Representative


Signature of Representative

9/25/16
Date

EXHIBIT "B"

WORKERS' COMPENSATION CERTIFICATION

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

CORRAL CONSTRUCTION & DEVELOPMENT INC

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

[Handwritten Signature]

Title:

VP

Date:

1/3/17

EXHIBIT "B"

EXHIBIT "C"

INFORMATION SHEET

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: 903611813
 - B. Name of Insurer (NOT Broker): STATE FUND
 - C. Address of Insurer: PO BOX 8192 PLEASANTON, CA 94588
 - D. Telephone Number of Insurer: 888-782-8338

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): 1GTRITEH0EZ335749
 - B. Automobile Liability Insurance Policy Number: BAA57476683
 - C. Name of Insurer (NOT Broker): AMERICAN FIRE + CASUALTY COMPANY
 - D. Address of Insurer: PO BOX 85826 SAN DIEGO, CA 92186
 - E. Telephone Number of Insurer: 800-362-0000

- 3) Address of Property used to house workers on this Contract, if any: _____
NONE

- 4) Estimated total number of workers to be employed on this Contract: 4
- 5) Estimated total wages to be paid those workers: 75,000
- 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: 0

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

EXHIBIT "C"

EXHIBIT “D”

List of Subcontractors:

LIST OF SUBCONTRACTORS

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

Name 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. _____

APPENDIX “A”

**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**
STATE OF CALIFORNIA
BOARD OF EQUALIZATION

** THIS DOES NOT APPLY TO US, WE PAY TAXES DIRECTLY TO VENDORS WE USE*

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.

(Premium subject to adjustment based on final contract price)

Bond No.: 1001045058

Premium: \$10,500

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, **CORRAL CONSTRUCTION & DEVELOPMENT INC., a California corporation**, as PRINCIPAL, and **American Contractors Indemnity Company**, 601 S. Figueroa, Los Angeles, CA 90017, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of **THREE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND EIGHTY-TWO CENTS (\$349,999.82)**, 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 work described in **Bid Number ITB DV16-161 for Commercial Rehabilitation Program - Scattered Sites in North Long Beach** and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 20th day of December, 2016.

CORRAL CONSTRUCTION & DEVELOPMENT INC.,
a California corporation

American Contractors Indemnity Company

By: [Signature]
Name: ERNESTO CORRAL
Title: President

SURETY, admitted in California
By: [Signature]
Name: Blake A Pfister
Title: Attorney-in-fact
Telephone: 310-649-0990

By: [Signature]
Name: RENEE SOTO
Title: VICE PRESIDENT

Approved as to form this 23rd day
of January, 2016. [Signature]
CHARLES PARKIN, City Attorney

Approved as to sufficiency this 24 day
of Jan, 2016. [Signature]

By: [Signature]
Deputy City Attorney

By: [Signature]
City Manager/City Engineer

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Assistant City Manager

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

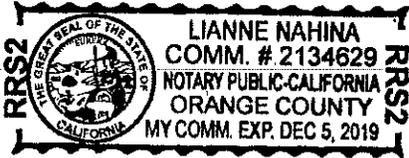
On December 20, 2016 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Lianne Nahina
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bond 1001045058 Document Date: December 20, 2016

Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister

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

Signer Is Representing: American Contractors Indemnity Company

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Plister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed Three Million Dollars (\$3,000,000.00).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

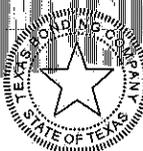
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: Daniel P. Aguilar, Vice President

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

State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of December, 2014.

Corporate Seals



Kio Lo, Assistant Secretary

Bond No. 1001045058
Agency No. 3074

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

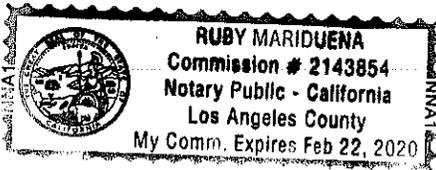
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On 1/19/17 before me, RUBY MARIDUENA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared Ernesto Corral
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Los Angeles

s.s.

On 01-19-2017 before me, LOUIS A. SOLIS Notary Public

personally appeared Renee Christina Soto

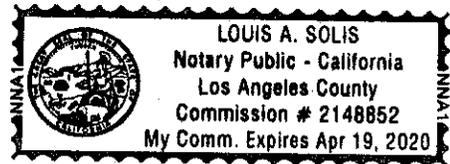
Name of Signer (1)

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

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

WITNESS my hand and official seal.

Louis A. Solis
Signature of Notary Public



OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Send for Faithful Performance containing 1 pages, and dated 12-20-2016.

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

- Individual(s)
- Attorney-in-fact
- Corporate Officer(s)
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other:

representing:

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

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

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)

KNOW ALL MEN BY THESE PRESENTS: That we, **CORRAL CONSTRUCTION & DEVELOPMENT INC., a California corporation**, as PRINCIPAL, and **American Contractors Indemnity Company 601 S. Figueroa, Los Angeles, CA. 90017**, a corporation, incorporated under the laws of the State of California, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of **THREE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND EIGHTY-TWO CENTS (\$349,999.82)**, 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 **Bid Number ITB DV16-161 for Commercial Rehabilitation Program - Scattered Sites in North Long Beach** is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 20th day of December, 2016.

CORRAL CONSTRUCTION & DEVELOPMENT INC.,
a California corporation

American Contractors Indemnity Company
SURETY, admitted in California

By: [Signature]
Name: ERNESTO CORRAL
Title: President

By: [Signature]
Name: Blake A Pfister
Title: Attorney-in-fact
Telephone: 310-649-0990

By: [Signature]
Name: RENEE SOTO
Title: VICE PRESIDENT

Approved as to form this 23rd day
of January, 2016.

Approved as to sufficiency this 24 day
of January, 2016.

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

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

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

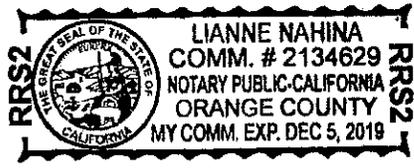
On December 20, 2016 before me, Lianne Nahina, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Lianne Nahina*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: BondI001045058 Document Date: December 20, 2016
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

Capacity(ies) Claimed by Signer(s)

Signer's Name: Blake A. Pfister
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: American Contractors Indemnity Company

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

POWER OF ATTORNEY
AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Blake A. Pfister of Mission Viejo, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Three Million***** Dollars (\$***3,000,000.00***).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company to execute, acknowledge and deliver any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By: [Signature]
Daniel P. Aguilar, Vice President

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

State of California
 County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company 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 [Signature] (Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 20th day of December, 2016

Corporate Seals



Bond No. 1001045058
 Agency No. 3074

[Signature]
Kio Lo, Assistant Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

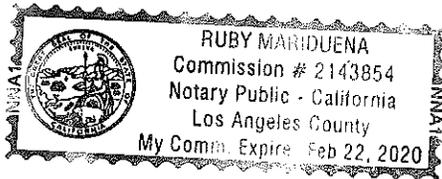
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)
On 1/19/17 before me, RUBY MARIDUENA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer
personally appeared Ernesto Corral
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

California All-Purpose Certificate of Acknowledgment

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

State of California

County of Los Angeles

s.s.

On 01-19-2017 before me, LOUIS A. SOLIS Notary Public

personally appeared Renee Christina Soto

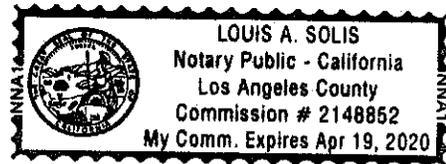
Name of Signer (2)

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

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

WITNESS my hand and official seal.

Louis A. Solis
Signature of Notary Public



Seal

OPTIONAL INFORMATION

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

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of labor and

Material Bond

containing 1 pages, and dated 12-20-2016

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

- Individual(s)
 Attorney-in-fact
 Corporate Officer(s)

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

representing:

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

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

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

- Additional Signer Signer(s) Thumbprints(s)
