

CONTRACT  
**34296**

THIS CONTRACT is made and entered, in duplicate, as of June 15, 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 June 14, 2016, by and between G.B. COOKE, INC., a California corporation ("Contractor"), whose address is 580 E. Foothill Blvd., Azusa, California 91702, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for Low Flow Diversion Systems and Two Vortex Separation Systems in the City of Long Beach, California," dated February 19, 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 City Council authorized the City Manager to enter a contract with Contractor for the work described in Project Plans and Specifications No. R-7050;

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

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in "Project Plans and Specifications No. R-7050 for Low Flow Diversion Systems and Two Vortex Separation Systems in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for Low Flow Diversion Systems and Two Vortex Separation Systems in the City of Long Beach, California," attached hereto as

1 Exhibit "A".

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

5 3. CONTRACT DOCUMENTS.

6 A. The Contract Documents include: The Notice Inviting Bids,  
7 Project Specifications No. R-7050 (which may include by reference the Standard  
8 Specifications for Public Works Construction, latest edition, and any supplements  
9 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
10 Plans; Project Drawing No. B-4674 for this work; the California Code of Regulations;  
11 the various Uniform Codes applicable to trades; the prevailing wage rates;  
12 Instructions to Bidders; the Bid; the bid security; the City of Long Beach  
13 Disadvantaged, Minority and Women-Owned Business Enterprise Program; the  
14 Citywide Project Labor Agreement; this Contract and all documents attached hereto  
15 or referenced herein including but not limited to insurance; Bond for Faithful  
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
17 addenda or change orders issued in accordance with the Standard Specifications;  
18 any permits required and issued for the work; approved final design drawings and  
19 documents; the Information Sheet; and the Letter of Assent. These Contract  
20 Documents are incorporated herein by the above reference and form a part of this  
21 Contract.

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

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

4 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
5 to be specified in a written "Notice to Proceed" from City and shall complete all work no  
6 later than September 30, 2016, subject to strikes, lockouts and events beyond the control  
7 of Contractor. Time is of the essence hereunder. City will suffer damage if the work is not  
8 completed within the time stated, but those damages would be difficult or impractical to  
9 determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in  
10 the Contract Documents.

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

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

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

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

1 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or  
2 damages to property, including property of City, which arises from or is connected with the  
3 performance of the work.

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

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

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

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

21 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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Engineer shall be final.

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

13. NOTICES.

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

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

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

15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any of the moneys that may become due Contractor hereunder may be assigned by Contractor without the written consent of City first had and obtained, nor will City recognize any

1 subcontractor as such, and all persons engaged in the work of construction will be  
2 considered as independent contractors or agents of Contractor and will be held directly  
3 responsible to Contractor.

4 16. CERTIFIED PAYROLL RECORDS.

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

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

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

27 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
28 the contrary in the Standard Specifications, Contractor shall have the responsibility, care

1 and custody of the work. If any loss or damage occurs to the work that is not covered by  
2 collectible commercial insurance, excluding loss or damage caused by earthquake or flood  
3 or the negligence or willful misconduct of City, then Contractor shall immediately make the  
4 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make  
5 the City whole or pay, then City may do so and the cost and expense of doing so shall be  
6 deducted from the amount due Contractor from City hereunder.

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

10 19. TAXES AND TAX REPORTING.

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

19 B. Contractor shall cooperate with City in all matters relating to  
20 taxation and the collection of taxes, particularly with respect to the self-accrual of  
21 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
22 materials, equipment, supplies, or other tangible personal property totaling over  
23 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
24 submit to the appropriate governmental entity the form in Appendix "A" attached  
25 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
26 more, Contractor shall obtain a sub-permit from the California Board of Equalization  
27 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
28 in tangible personal property that was subject to sales or use tax in the previous

1 calendar year.

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

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

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

25 20. ADVERTISING. Contractor shall not use the name of City, its officials  
26 or employees in any advertising or solicitation for business, nor as a reference, without the  
27 prior approval of the City Manager, City Engineer or designee.

28 21. AUDIT. City shall have the right at all reasonable times during



1 performance of the work under this Contract for a period of five (5) years after final  
2 completion of the work to examine, audit, inspect, review, extract information from and  
3 copy all books, records, accounts and other documents of Contractor relating to this  
4 Contract.

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

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

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

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

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

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

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

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

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

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

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

27           C.    If the Contractor fails to comply with the EBO, the City may  
28 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to

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

1 become due under the Contract may be retained by the City. The City may also  
2 pursue any and all other remedies at law or in equity for any breach.

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

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

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

23 31. DEFAULT. Default shall include but not be limited to Contractor's  
24 failure to perform in accordance with the Plans and Specifications, failure to comply with  
25 any Contract Document, failure to pay any penalties, fines or charges assessed against  
26 Contractor by any public agency, failure to pay any charges or fees for services performed  
27 by the City, and if Contractor has substituted any security in lieu of retention, then default  
28 shall also include City's receipt of a stop notice. If default occurs and Contractor has

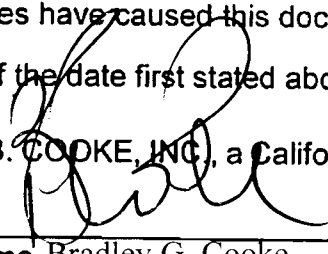
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CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664

1 substituted any security in lieu of retention, then in addition to City's other legal remedies,  
2 City shall have the right to draw on the security in accordance with Public Contract Code  
3 Section 22300 and without further notice to Contractor. If default occurs and Contractor  
4 has not substituted any security in lieu of retention, then City shall have all legal remedies  
5 available to it.

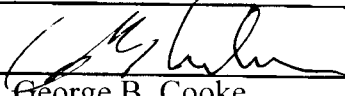
6 IN WITNESS WHEREOF, the parties have caused this document to be duly  
7 executed with all formalities required by law as of the date first stated above.

8 G.B. COOKE, INC., a California corporation

9 \_\_\_\_\_ June 22, 2016

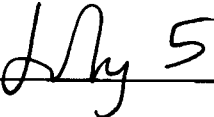
10 By   
11 Name Bradley G. Cooke  
12 Title President

13 \_\_\_\_\_ June 22, 2016

14 By   
15 Name George B. Cooke  
16 Title Vice President

17 "Contractor"

18 CITY OF LONG BEACH, a municipal  
19 corporation

20  5, 2016

21 By   
22 City Manager

23 "City"

24 This Contract is approved as to form on June 29, 2016.

25 CHARLES PARKIN, City Attorney

26 By   
27 Deputy

28

# EXHIBIT A

Awarded: Whole Bid

BIDDER'S NAME: G.B. Cooke, Inc.

**BID TO THE CITY OF LONG BEACH  
LOW FLOW DIVERSION (LFD) SYSTEMS AND  
TWO VORTEX SEPARATION SYSTEM (VSS)**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on March 23, 2016, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans No. B-4674 & Specifications No. R-7050 at the prices listed below.

**BASE BID**

**SECTION A - LOW FLOW DIVERSION AT REDONDO BEACH AVENUE AND  
OCEAN BLVD**

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	Traffic Control	1	LS	27,000	27,000
2.	Pothole	5	EA	1,200	6,000
3.	Clearing and Grubbing	1	LS	5,000	5,000
4.	Portable Changeable Message Signs	2	EA	5,000	10,000
5.	Erosion Control Compliance	1	LS	10,000	10,000
6.	Sheeting, Shoring & Bracing (includes CAL OSHA Permit)	1	LS	320,000	320,000
7.	Remove Interfering Portion Of Existing RCP Storm Drain (30" RCP) And Construct Diversion Structure	1	LS	58,000	58,000
8.	Install Vortex Separating System (JDS 124-8484 Or CDS 7070V-DTL Or Approved Equal)	1	LS	280,000	280,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
9.	Install 5' Diameter Precast Reinforced Concrete Pump Well	1	LS	<del>37,000</del> <del>32,000</del>	<del>37,000</del> <del>32,000</del>
10.	Install Grinder Pump (1-1/4" Discharge), Valves, Pipes, fittings, sampling port, and required spare parts	1	EA	38,000	38,000
11.	Install Monitoring and Sampling Equipment Including Flow tube, Meter, appurtenances	1	EA	10,000	10,000
12.	Install 2-Inch PVC Sch 80 Pipe	26	LF	150	3,900
13.	Install 8-Inch PVC Sch 80 Pipe	17	LF	240	4,080
14.	Install 8-Inch VCP Pipe	2	LF	250	500
15.	Construct Valve And Water Testing Vaults at Redondo Avenue Site	2	EA	12,000	24,000
16.	Construct 12" RCP SD (2000-D)	20	LF	800	16,000
17.	Construct Pipe To Pipe Junction Structure	1	EA	7,000	7,000
18.	Remove Existing PCC Curb Ramp And Construct PCC Curb Ramp	4	EA	6,000	24,000
19.	Remove Existing PCC Sidewalk and PCC Curb and Gutter and Construct 6-inch thick PCC Driveway	1	LS	25,000	25,000
20.	Adjust Existing Traffic Signal Pull Box To New Grade	2	EA	500	1,000
21.	Remove Turf And Install Turf Block With Sod	800	SF	15	12,000
22.	Construct Spike and Washer and Set Ties	2	EA	2,000	4,000
23.	Install New Street Sign on Existing Signal Pole	2	EA	1,000	2,000
24.	Provide new electrical pullboxes and underground conduit to the Utility boxes / pedestals as shown on the plans	1	LS	28,000	28,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
25.	Provide new Pump Control Enclosure with metering, electrical distribution panelboard and pump controls.	1	LS	<del>50,000</del> 65,000	<del>50,000</del> 65,000
26.	Provide underground pullboxes and conduit with feeders, branch circuits and control / communications wiring from pump control enclosure to the motors, equipment and devices in the wet well, valve box and sample box	1	LS	15,000	15,000
27.	Provide complete pump control system as part of enclosure, including PLC and telemetry equipment with Remote Disablement Capability for the Pump	1	LS	40,000	40,000
28.	Provide for SCADA/Telemetry programming and configuration.	1	LS	40,000	40,000

**SUBTOTAL AMOUNT BASE BID SECTION A (Items 1 to 28 inclusive)**

**MOBILIZATION:**

29.	Mobilization (shall not exceed more than 5% of the base bid items #1 to # 28 inclusive)	1	LS	50,000	50,000
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**TOTAL BASE + MOBILIZATION (Items 1 to 28 + 29) for the Low Flow Diversion at Redondo Beach Avenue and Ocean Boulevard:**

1,182,400 ✓



**SECTION B - LOW FLOW DIVERSION AT 9<sup>TH</sup> PLACE AND OCEAN BLVD**

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
30.	Traffic Control	1	LS	138,000	138,000
31.	Potholes	15	EA	600	9,000
32.	Clearing and Grubbing	1	LS	1,000	1,000
33.	Portable Changeable Message Signs	2	EA	5,000	10,000
34.	Erosion Control Compliance	1	LS	5,000	5,000
35.	Sheeting, Shoring & Bracing (includes CAL OSHA Permit)	1	LS	<del>120,000</del> <del>55,000</del> 52,000	<del>120,000</del> <del>85,000</del> 52,000
36.	Remove Interfering Portion Of Existing RCP Storm Drain (27" RCP) And Construct Diversion Structure	1	LS	58,000	58,000
37.	Install Vortex Separating System (JDS 120-6764 Or CDS 5653-10-C-DTL Or Approved Equal)	1	LS	124,000	124,000
38.	Install 10' Diameter Precast Reinforced Concrete Pump Well	1	LS	58,000	58,000
39.	Install Grinder Pump (1-1/4" Discharge), Valves, pipes, fittings, sampling port, and required spare parts	1	EA	38,000	38,000
40.	Monitoring and Sampling Equipment Including Flow tube, Meter, appurtenances	1	EA	10,000	10,000
41.	Install 2-Inch PVC Sch 80 Pipe	114	LF	400	45,600
42.	Install 8-Inch PVC Sch 80 Pipe	37	LF	400	14,800
43.	Install 8-Inch VCP Pipe	2	LF	500	1,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
44.	Construct Valve And Water Testing Vaults at 9th Place Site	2	EA	12,000	24,000
45.	Construct 12" RCP SD (2000-D)	15	LF	400	6,000
46.	Construct Pipe To Pipe Junction Structure	1	EA	7,000	7,000
47.	Remove Interfering Portion Of Existing 8" Sewer And Construct Precast Concrete Sewer Manhole	1	EA	12,000	12,000
48.	Remove Existing PCC Curb Ramp And Construct PCC Curb Ramp	2	EA	6,000	12,000
49.	Cold mill	6350	SF	<del>2</del>	12,700 13,700
50.	Asphalt Concrete Pavement Surface Course	85	TON	130	11,050
51.	Adjust Existing Water Valve Box To New Grade	4	EA	500	2,000
52.	Adjust Manhole Frame and Cover to New Grade	2	EA	1000	2,000
53.	Adjust Gas Facility Boxes to grade	1	LS	2,000	2,000
54.	Provide new electrical pullboxes and underground conduit to the Utility boxes / pedestals as shown on the plans	1	LS	25,000	25,000
55.	Provide new Pump Control Enclosure with metering, electrical distribution panelboard and pump controls.	1	LS	85,000	85,000
56.	Provide underground pullboxes and conduit with feeders, branch circuits and control / communications wiring from pump control enclosure to the motors, equipment and devices in the wet well, valve box and sample box	1	LS	137,000	137,000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
57.	Provide complete pump control system as part of enclosure, including PLC and telemetry equipment with Remote Disablement Capability for the Pump	1	LS	40,000	40,000
58.	Provide for SCADA/Telemetry programming and configuration.	1	LS	40,000	40,000

**SUBTOTAL BASE BID SECTION B (Items 30 to 58 inclusive)**

**MOBILIZATION:**

59.	Mobilization (shall not exceed more than 5% of the base bid items #31 to # 58 inclusive)	1	LS	40,000	40,000
-----	--	---	----	--------	--------

**TOTAL BASE BID + MOBILIZATION (Items 30 to 58 + 59) for the Low Flow Diversion at 9<sup>th</sup> Place and Ocean Boulevard:**

951,150

Grand Total 2,133,930

The City reserves the right to not award any or all of alternate bid items.

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

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? NO Which racial minority? N/A  
 Is the Bidder a Women-Owned Business? NO

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

Email from Planetbids.com

(Continued on Next Page)

# EXHIBIT B

Workers Compensation Certificate

WORKERS' COMPENSATION CERTIFICATION

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

Contractor's Name:

G.B. Cooke, Inc.

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



George B. Cooke

Title: Vice President

Date: 3/22/2016

# EXHIBIT C

Information to Comply with Labor Code Section 2810

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: 4TJ UB-06930093-16
- B. Name of Insurer (NOT Broker): Travelers Property & Casualty
- C. Address of Insurer: One Tower Square, Hartford CT 06183
- D. Telephone Number of Insurer: 877-829-4132

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): Various Fleet Vehicles
- B. Automobile Liability Insurance Policy Number: BAW11651691273
- C. Name of Insurer (NOT Broker): West American Ins. Co.
- 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: N/A

4) Estimated total number of workers to be employed on this Contract: 12

5) Estimated total wages to be paid those workers: \$ 200,000

6) Dates (or schedule) when those wages will be paid: \_\_\_\_\_

weekly / Fridays

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

7) Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_

none

8) Taxpayer's Identification Number: 

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

Name All American Asphalt Type of Work Asphalt  
 Address 400 E 16th st.  
 City Corona CA Dollar Value of Subcontract \$20,000  
 Phone No. 951-736-7600  
 License No. 267073

Name Lead Electric Type of Work Electric  
 Address 1338 Arctic Circle  
 City Santa Fe Springs, CA Dollar Value of Subcontract \$436,000  
 Phone No. 562-270-9500  
 License No. 379096

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

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

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

# EXHIBIT “E”

# G. B. COOKE, INC.

CONSTRUCTORS ♦ ENGINEERS

LICENSE No. 366159 A & B

June 22, 2016

PLA Administrator  
City of Long Beach  
333 W. Ocean Blvd  
Long Beach, CA 90802  
Attn: Teri Luce

RE: Project Labor Agreement – Letter of Assent

Dear Sir:

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

Sincerely,

G. B. Cooke, Inc.

By:



, Bradley G. Cooke, President

# APPENDIX “A”

*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.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, G. B. COOKE, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and Surety Company of America, a corporation, incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED THIRTY DOLLARS (\$2,148,630), 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. \*Surety Company of America

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 Low Flow Diversion Systems and Two Vortex Separation Systems and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 24th day of June, 2016.

G.B. COOKE, INC., a California corporation

By: [Signature]
Name: Bradley G. Cooke

Title: President

By: [Signature]
Name: George B. Cooke

Title: Vice President

Approved as to form this 29th day of June, 2016.

CHARLES PARKIN, City Attorney

By: [Signature]
Deputy City Attorney

Travelers Casualty and Surety Company of America

SURETY, admitted in California

By: [Signature]
Name: Ted Adamson, Attorney-in-Fact

Title: Attorney-in-Fact

Telephone: (909) 612-3647

Approved as to sufficiency this 29 day of June, 2016.

By: [Signature]
City Manager/City Engineer

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



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226634

Certificate No. 006138794

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ted Adamson, Richard L. Wells, and Lynn A. Beimer

of the City of Brea, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of December 2014

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of December 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public



This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 20 16.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

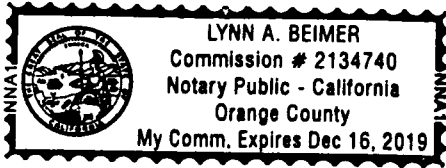
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )

On June 24, 2016 before me, Lynn A. Beimer, Notary Public  
*Date Here Insert Name and Title of the Officer*

personally appeared Ted Adamson  
*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 *Lynn A. Beimer*  
*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: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California

County of Los Angeles

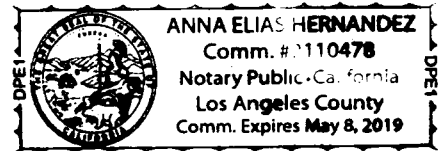
On June 29, 2016 before me, Anna Elias Hernandez Notary Public  
(insert name and title of the officer)

personally appeared BRADLEY C. COOKE and GEORGE B. COOKE,  
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 Anna Elias Hernandez (Seal)



LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, G. B. COOKE, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and Surety Company, located at One Tower Square 3PB, Hartford, CT 06183, a corporation, incorporated under the laws of the State of Connecticut, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of TWO MILLION ONE HUNDRED FORTY-EIGHT THOUSAND SIX HUNDRED THIRTY DOLLARS (\$2,148,630), 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.

\*Company of America

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 Low Flow Diversion Systems and Two Vortex Separation Systems is required by law and by said City to give this bond in connection with the execution of said contract;

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

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 24th day of June, 2016.

G.B. COOKE, INC., a California corporation

Travelers Casualty and Surety Company of America SURETY, admitted in California

By: [Signature]

By: [Signature]

Name: Bradley G. Cooke

Name: Ted Adamson, Attorney-in-Fact

Title: President

Title: Attorney-in-Fact

Telephone: (909) 612-3647

By: [Signature]

Name: George B. Cooke

Title: Vice President

Approved as to form this 24th day of June, 2016.

Approved as to sufficiency this 29 day of June, 2016.

CHARLES PARKIN, City Attorney

By: [Signature] City Manager/City Engineer

By: [Signature] Deputy City Attorney

- 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.



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 226634

Certificate No. 006138798

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Ted Adamson, Richard L. Wells, and Lynn A. Beimer

of the City of Brea, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 4th day of December, 2014.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: [Signature]
Robert L. Raney, Senior Vice President

On this the 4th day of December, 2014, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2016.



[Signature]
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2016.

  
Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is 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.

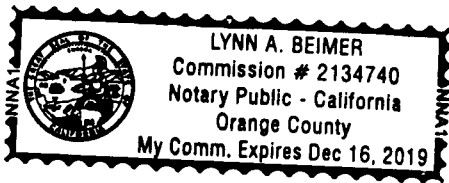
State of California )  
County of Orange )

On June 24, 2016 before me, Lynn A. Beimer, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Ted Adamson  
*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 *Lynn A. Beimer*  
*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: \_\_\_\_\_ Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  Partner —  Limited  General  
 Individual  Attorney in Fact  Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_  Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_ Signer Is Representing: \_\_\_\_\_

## ACKNOWLEDGMENT

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

State of California  
County of Los Angeles

On JUNE 28, 2016 before me, ANNA ELIAS HERNANDEZ NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared BRADLEY G. COOKE AND GEORGE B. COOKE,  
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~~  
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 *Anna Elias Hernandez* (Seal)

