

OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

CONTRACT

**32204**

THIS CONTRACT is made and entered, in duplicate, as of May 12, 2011 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 7, 2011, by and between A. M. ORTEGA CONSTRUCTION, INC., a California corporation ("Contractor"), whose address is 10125 Channel Road, Lakeside, California 92040, and the CITY OF LONG BEACH, a municipal corporation ("City").

WHEREAS, pursuant to a "Notice Inviting Bids for the Construction of 2011 Seal Beach Blvd. & I-405 Pipeline Relocation for Long Beach Gas and Oil Department in the City of Long Beach, California," dated April 27, 2011, 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 Specifications No. G-282;

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 Specifications No. G-282 for the Construction of 2011 Seal Beach Blvd. & I-405 Pipeline Relocation for Long Beach Gas and Oil Department in the City of Long Beach, California," said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

2. PRICE AND PAYMENT.

A. City shall pay to Contractor the amount(s) for materials and work identified in Contractor's "Bid for the Construction of 2011 Seal Beach Blvd.

1 & I-405 Pipeline Relocation for Long Beach Gas and Oil Department in the City of  
2 Long Beach, California," attached hereto as Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids,  
8 Project Specifications No. G-282 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach  
11 Standard Plans; the California Code of Regulations; the various Uniform Codes  
12 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the  
13 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned  
14 Business Enterprise Program; this Contract and all documents attached hereto or  
15 referenced herein including but not limited to insurance; Bond for Faithful  
16 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
17 addenda or change orders issued in accordance with the Standard Specifications;  
18 any permits required and issued for the work; approved final design drawings and  
19 documents; and the Information Sheet. These Contract Documents are  
20 incorporated herein by the above reference and form a part of this Contract.

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

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

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
4 to be specified in a written "Notice to Proceed" from City and shall complete all work  
5 within one hundred twenty (120) working days thereafter, subject to strikes, lockouts and  
6 events beyond the control of Contractor. Time is of the essence hereunder. City will  
7 suffer damage if the work is not completed within the time stated, but those damages  
8 would be difficult or impractical to determine. So, Contractor shall pay to City, as  
9 liquidated damages, the amount stated in the Contract Documents.

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

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

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

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

1 persons, or damages to property, including property of City, which arises from or is  
2 connected with the performance of the work.

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

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

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

15           11.    PREVAILING WAGE RATES. Contractor is directed to the  
16 prevailing wage rates. Contractor shall forfeit, as a penalty to the City, Fifty Dollars (\$50)  
17 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
18 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
19 work done by Contractor, or any subcontractor, under this Contract.

20           12.    COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8 13. NOTICES.

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

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

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

25 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor  
26 any of the moneys that may become due Contractor hereunder may be assigned by  
27 Contractor without the written consent of City first had and obtained, nor will City  
28 recognize any subcontractor as such, and all persons engaged in the work of

1 construction will be considered as independent contractors or agents of Contractor and  
2 will be held directly responsible to Contractor.

3 16. CERTIFIED PAYROLL RECORDS.

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

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

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

26 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or  
2 flood or the negligence or willful misconduct of City, then Contractor shall immediately  
3 make the City whole for any such loss or pay for any damage. If Contractor fails or  
4 refuses to make the City whole or pay, then City may do so and the cost and expense of  
5 doing so shall be deducted from the amount due Contractor from City hereunder.

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

9 19. TAXES AND TAX REPORTING.

10 A. As required by federal and state law, City is obligated to and  
11 will report the payment of compensation to Contractor on Form 1099-Misc.  
12 Contractor shall be solely responsible for payment of all federal and state taxes  
13 resulting from payments under this Contract. Contractor shall submit Contractor's  
14 Employer Identification Number (EIN), or Contractor's Social Security Number if  
15 Contractor does not have an EIN, in writing to City's Accounts Payable,  
16 Department of Financial Management. Contractor acknowledges and agrees that  
17 City has no obligation to pay Contractor until Contractor provides one of these  
18 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  
24 and submit to the appropriate governmental entity the form in Appendix "A"  
25 attached hereto; and (ii) for construction contracts and subcontracts totaling  
26 \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board  
27 of Equalization for the Work site. "Qualified" means that the Contractor purchased  
28 at least \$500,000 in tangible personal property that was subject to sales or use tax

1 in the previous 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),  
4 in City if Contractor will purchase over \$10,000 in tangible personal property  
5 subject 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  
16 which are subject to use tax of \$500,000 or more shall be allocated to the City of  
17 Long Beach. Contractor shall require the same cooperation with City, with regards  
18 to subsections B, C and D under this section (including forms and permits), from  
19 its subcontractors and any other subcontractors who work directly or indirectly  
20 under 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  
24 contact the City Controller at (562) 570-6450 for assistance with the form.

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

28 21. AUDIT. If payment of any part of the consideration for this Contract



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

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

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

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

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

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

1 California law pertaining to conflicts of laws).

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

6           28. COSTS. If there is any legal proceeding between the parties to  
7 enforce or interpret this Contract or to protect or establish any rights or remedies  
8 hereunder, the prevailing party shall be entitled to its costs, including reasonable  
9 attorney's fees.

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

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

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

26           "During the performance of a Contract with the City of Long Beach,  
27 the Contractor will provide equal benefits to employees with spouses and its  
28 employees with domestic partners. Additional information about the City of

1 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
2 Long Beach Business Services Division at 562-570-6200."

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

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

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

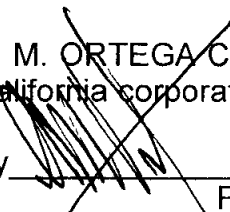
12 E. If the City determines that the Contractor has set up or used  
13 its contracting entity for the purpose of evading the intent of the EBO, the City may  
14 terminate the Contract on behalf of the City. Violation of this provision may be  
15 used as evidence against the Contractor in actions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

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

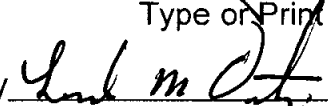
1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 A. M. ORTEGA CONSTRUCTION, INC., a  
4 California corporation

5 May 12, 2011

By   
\_\_\_\_\_  
President  
Archie M. Ortega  
Type or Print Name

6  
7  
8 May 12, 2011

By   
\_\_\_\_\_  
Secretary  
Linda M. Ortega  
Type or Print Name

9  
10 "Contractor"

11 CITY OF LONG BEACH, a municipal  
12 corporation

13 6. 16, 2011

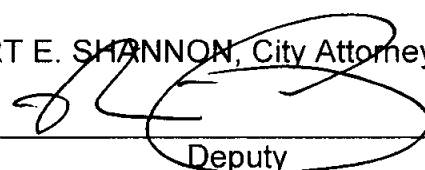
By   
\_\_\_\_\_  
Assistant City Manager  
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.  
City Manager

14  
15 "City"

16 This Contract is approved as to form on June 9

17 2011.

18 ROBERT E. SHANNON, City Attorney

19 By   
\_\_\_\_\_  
Deputy

20  
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OFFICE OF THE CITY ATTORNEY  
ROBERT E. SHANNON, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

# EXHIBIT “A”

Contractor’s Bid

A.M. ORTEGA CONSTRUCTION, INC.

BIDDER'S NAME: A.M. ORTEGA CONST. CO.

# **IMPORTANT**

## **READ CAREFULLY**

### **BEFORE MAKING OUT YOUR BID**

#### **INSTRUCTIONS TO BIDDERS**

Do not remove any documents from, or add any documents to, this file. Any such removal or addition may invalidate your Bid.

DO NOT MAKE ANY ALTERATIONS OF ANY KIND IN THE BID FORM. The only figures to be placed on said Bid form are those necessary to appropriately fill in the blank spaces provided thereon.

The bidder shall set forth for each item of work, in clearly legible figures, a unit price and an item total for each item of work in the respective spaces provided for this purpose. The amount set forth under the "ITEM TOTAL" column shall be the extension of the unit price bid multiplied by the estimated quantity for the item. If the bidder fails to enter a unit price and enters only an item total, then the City will divide the item total by the estimated quantity to arrive at a unit price, and the bidder shall be bound by that unit price. If the unit price is less than one cent, be sure to include the proper number of zeros. If there is a discrepancy between the unit price and the item total, the unit price shall prevail over the item total, and the City will correct the item total.

The summation of all items in the "ITEM TOTAL" column shall be placed at the caption "TOTAL AMOUNT BID". The "TOTAL AMOUNT BID" is informational only and may be used for comparison in determining the apparent low Bid at time of Bid opening. The summation of the mathematically correct extended totals for each item under the "ITEM TOTAL" column is the intended bid. Any errors shall, at the option of the City, constitute grounds for the rejection of the Bid.

Each Bid shall be accompanied either by a certified check or bank draft payable to the City of Long Beach, and drawn on a solvent bank of the United States of America, or by a bidder's bond in an amount of not less than 10 percent of the total bid. In the event a bidder's bond is submitted, such bond must be on the form contained in this file.

Certified checks or bank drafts accompanying all Bids will be retained by the City until an award of contract has been made. Checks or bank drafts submitted with the Bid of the bidder to whom an award of contract is made, and with the next higher Bid, will be retained until a contract has been executed.

Each bidder shall guarantee its Bid for a period of 60 working days following the opening of Bids. If, within 60 working days following the opening of Bids, the City has not awarded a contract for the work, then the bidder may, upon request, withdraw its Bid without forfeiture of Bid security.

Each bidder shall record on its Bid the number and termination dates of all necessary licenses. A valid state license, sufficient to qualify the bidder to perform as prime contractor, is a pre-requisite for award of contract. Necessary City licenses may be secured after the Bids are opened, but prior to executing the contract.

It is absolutely essential that your Bid be properly signed.

All bids must be sealed within the self-addressed envelope provided, and filed in the office of the Director of Gas and Oil Department, 2400E Spring Street, Long Beach, California 90806.

STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, 2003, Edition, referred to herein, are on file in the City Engineer's Office, where prospective bidders may inspect them. Copies of said Standard Specifications may be purchased from the publisher, Building News, Inc., 1612 S. Clementine Street, Anaheim, California 92802, telephone (714) 517-0970.

CITY OF LONG BEACH STANDARD PLANS, JANUARY, 2003 Edition, referred to herein, may be inspected at the Engineering Records Section of the office of the City Engineer, 10th Floor, City Hall, 333 West Ocean Boulevard, Long Beach, California 90802. Copies of said Standard Plans may be purchased at that office for \$30.00.

**NOTICE INVITING BIDS**

**FOR THE CONSTRUCTION OF 2011  
SEAL BEACH BLVD & I 405 PIPELINE RELOCATION  
FOR LONG BEACH GAS AND OIL DEPARTMENT  
LONG BEACH, CALIFORNIA**

NOTICE IS HEREBY GIVEN that sealed bids will be received at the office of the Director, Long Beach Gas and Oil , 2400E Spring Street, Long Beach, California 90806, until 10 am on April 27,2011 at which time said bids will be publicly opened and declared for furnishing all necessary labor, tools, appliances, equipment and engineering services for, and performing the work of installing and retiring gas mains and service lines in accordance with the plans and "Specification No. G-282 for the Construction of 2011 SEAL BEACH BLVD & I-405 PIPELINE RELOCATION for LBGO, Long Beach, California" on file at Long Beach Gas and Oil Department (LBGO), to which plans and specifications reference is hereby made for further particulars.

Bids are required for the entire work described herein.

Copies of said plans and specifications may be obtained by prior arrangement on or after the following publication of this notice at LBGO, telephone (562) 570-2016,2400 East Spring Street, Long Beach, California 90806. Plans and specifications cannot be requested by mail.

The contractor shall possess the appropriate licenses at the time the bid is submitted. Current DOT Drug and Alcohol Testing Plan in compliance with CFR 49 (PART 199) and current DOT operator Qualification Plan shall be submitted with the bid. Bid will not be accepted without these documents.

The contractor shall commence work on a date to be specified in a written "Notice to Proceed" from the City and shall complete all work within 120 business days.

Payment will be made in due course of payment of the City of Long Beach in accordance with the applicable provisions of Section 9 of the Standard Specifications.

In accordance with the Americans With Disabilities Act (ADA), the information contained in this notice and in the plans and specifications is available in an alternative format by request to the City Engineer or by Telephoning (562) 570-6771.

Pursuant to Chapter 1, Part 7, Division 2 of the Labor Code of the State of California, the Director of LBGO of the City of Long Beach 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, classification or type of workers needed to execute the contract.. It shall be mandatory upon the contractor to whom the contract is awarded, and his/her subcontractors, to pay not less than the said prevailing rate of wages to all workers employed by the contractor or said subcontractors in the execution of the contract.

Each bid shall be accompanied by a certified check or bank draft payable to the City Auditor of the City of Long Beach, and drawn on a solvent bank in the United States of America, or a satisfactory bond of an amount not less than ten percent (10%) of such bid, as a guarantee that the bidder, if awarded a contract, will execute and deliver to the Director of Long Beach Gas & Oil, within fifteen (15) calendar days after such contract is tendered, a contract for furnishing all necessary labor, tools, materials, appliances and equipment for, and doing the work called for herein, together with a good and sufficient corporate surety bond in favor of the City of Long Beach, for an amount of not less than one hundred percent (100%) of such contract price for the faithful performance of such contract, and a good and sufficient corporate surety bond in an amount of not less than one hundred percent (100%) of such contract price for the payment of all labor and material claims.

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

In the event the contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of monies by the City to ensure performance of such contract, the contractor may deposit with the City, as a substitute for said monies, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided contractor requests permission to make such substitution prior to award of the contract and bears all expenses in connection therewith. Contractor may deposit said monies with the City or a State of California or Federally chartered bank as escrow agent in accordance with the California Public Contract Code, Section 22300.

The City Manager reserves the right, in his discretion, to reject any and all bids and, to the extent not prohibited by law, to waive any minor irregularity in any bid that does not affect the validity of the bid or does not give the bidder a competitive advantage over other bidders.

(SEAL)

LARRY HERRERA  
CITY CLERK, CITY OF LONG BEACH, CALIFORNIA

DATE

PATRICK H. WEST  
CITY MANAGER

**BID**  
**FOR THE CONSTRUCTION OF 2011**  
**SEAL BEACH BLVD & I-405 PIPELINE RELOCATION**  
**FOR LONG BEACH GAS AND OIL**  
**LONG BEACH, CALIFORNIA**

In accordance with the Notice Inviting Bids for the above titled work for the City of Long Beach, California, a copy of which is attached hereto and is made a part hereof, to be opened on April 27, 2011 at 10 am. we propose to furnish all necessary labor, tools, appliances, equipment and engineering services for and perform all work mentioned in said Notice Inviting Bids, in full compliance with the plans and Specification No. G-282 at the following price:

DESCRIPTION	UNIT	ITEM TOTAL
GAS MAIN & SERVICE LINES REPLACEMENT	LS	\$ 555,415.90

NAME OF BIDDER AM ORTEGA

BUSINESS ADDRESS 10125 Channel Rd

CITY AND ZIP CODE Lakeside, CA. 92040

TELEPHONE 619-390-1988

AMO LIC. # 486311 exp. 1-13-2012

**PROJECT COST ANALYSIS**

The following unit prices will not be considered in determining the lowest responsible bidder but will be utilized for the sole purpose of making adjustments in the project cost caused by the change in scope of work necessitated by unforeseen circumstances which arise during the course of construction..

ITEM	UNIT	UNIT PRICE	QUANTITY	TOTAL COST
Installation of approximately 580 lineal feet of new 12" pipeline	LF	117,93	580	68,399.40
Excavation of Bore Pit and Receiving Pit	LOT	30,034	2	60,068.00
Installation 250 foot 24" casing, under the proposed bridge at Seal Beach Blvd using Jack and bore installation	LF	352.89	250	88,222.50
Installation of 20 lineal feet of 16" pipeline, 16" x 12" weld reducers and 12" bends to tie into the existing 16" natural gas pipeline	LF	1477.00	20	29,540.00
Testing of the new piping segment.	LOT	551.75	20	11,035.00
Purging of the existing pipeline to prepare for tie-ins.	LOT	2,332	1	2,332.00
Tie-in of new piping to the existing pipeline	LOT	115,134.50	2	230,269.00
Removal of approximately 70 feet of the existing 16" natural gas pipeline near the tie in locations.	LF	109	70	7,630.00
Excavation of approximately 200 cubic yards of cover over the existing 16" pipeline to protect in place with 2-sack slurry, near the proposed Seal Beach Off/On Ramps.	LF	362.00	160	57,920.00
Total Bid				555,415.90

**SPECIFICATION FOR THE CONSTRUCTION OF 2011**

**SEAL BEACH BLVD & 1405 PIPELINE RELOCATION**

**FOR LONG BEACH GAS AND OIL DEPARTMENT**

**LONG BEACH, CALIFORNIA**

**CERTIFICATION OF SITE EXAMINATION**

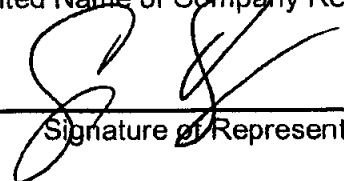
Each bidder shall be fully informed of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of this obligation to furnish all labor, equipment and tools necessary to carry out the provisions of this Contract. Each bidder shall examine the site for the work described herein.

This is to certify that I have examined the subject construction site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

4-12-2011  
Date of Site Examination

AMORTEGA  
Company

GREG GRIGGS  
Printed Name of Company Representative

  
Signature of Representative

4-26-2011  
Date

# ADDENDA ACKNOWLEDGMENT / SIGNATURE PAGE

If Bidder is an individual, his/her signature shall be set forth below. If the Bidder is a joint venture, the name of the joint venture shall be set forth below, with the signature of an authorized representative of each venturer. If the Bidder is a partnership, the name of the partnership shall be set forth below, together with the signature of the general partner. If the Bidder is a limited liability company, the legal name of the company shall be set forth below, with the signature of a member or manager authorized to bind the company. If the Bidder is a corporation, the legal name of the corporation shall be set forth below, together with the signature of an officer of the corporation.

Is the Bidder a Minority-Owned or Woman-Owned Business Enterprise?  Yes /  No  
(Circle One)  
(Please check one or both, if applicable).


Woman-Owned  
 Minority-Owned Which Racial Minority? Hispanic

This information will be used for statistical analysis only. The contract will be awarded to the lowest responsible bidder.

Bidder hereby acknowledges receipt of Addendum No. 1 2 3 4 5 6  
(Initial above all appropriate numbers)

Respectfully submitted,

A.M. Ortega Construction, Inc. By \_\_\_\_\_  
Legal Name of Company

  
Signature  
Archie Maurice Ortega, President  
Print Name / Title

- Individual
- Joint Venture
- Partnership (General)      Names of Other General Partners \_\_\_\_\_
- Partnership (Limited)      Names of Other Partners \_\_\_\_\_
- Limited Liability Company
- Corporation      Incorporated Under the Laws of the State of CA

Business Address 10125 Channel Road  
(Actual Address - Do NOT list a post office box)  
Lakeside, CA 92040

Business Telephone (619) 390-1988      Fax Telephone (619) 390-1941

Under Chapter 9 of Division 3 of the Business and Professions Code, (Contractors' License Law), of the State of California, the undersigned has been issued a Class A license, Number 486311; license termination date is Jan. 31, 2012.

Contractor's Employer Identification Number or Social Security # is [REDACTED]

Under Chapter 1, Article VI, Municipal Code of the City of Long Beach, the undersigned has been issued license number B021041370; license termination date is July 01, 2011.  
Address listed on license Same as above

NONCOLLUSION AFFIDAVIT TO BE EXECUTED  
BY BIDDER AND SUBMITTED WITH BID

State of California }  
County of San Diego } ss.

(1) Archie Maurice Ortega, being first duly sworn, deposes and says that he or she is (2) President of (3) A.M. Ortega Construction, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

(4) 

Subscribed and sworn to before me on \_\_\_\_\_

All attached jurat cert.  
(w)

Notary Seal

(5) \_\_\_\_\_

- (1) Name of person signing on behalf of Contractor (must be authorized to sign contracts)
- (2) Title
- (3) Name of Contractor
- (4) Signature of Contractor
- (5) Signature of Notary

# Jurat

State of California

County of San Diego

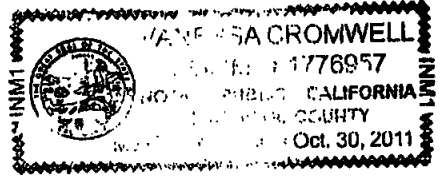
Subscribed and sworn to (or affirmed) before me on this 25 day of April

2011 by Archie Maurice Ortega

proved to me on the basis of satisfactory evidence to be the person~~s~~ who appeared before me.

Vanessa Cromwell  
Signature

(Notary seal)



## OPTIONAL INFORMATION

### DESCRIPTION OF THE ATTACHED DOCUMENT

\_\_\_\_\_  
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages \_\_\_\_\_ Document Date \_\_\_\_\_

\_\_\_\_\_  
(Additional information)

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The wording of all Jurats completed in California after January 1, 2008 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
  - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document

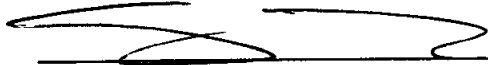
**WORKERS' COMPENSATION CERTIFICATION**

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:

A.M. Ortega Construction

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

  
\_\_\_\_\_

Title: Field Administration Manager

Date: May 16, 2011

EXHIBIT "B"



INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
  - A. Policy Number: A1CW98
  - B. Name of Insurer (NOT Broker): Old Republic Insurance
  - C. Address of Insurer: 225 S. Lake Ave PASADENA, CA 91101 #900
  - D. Telephone Number of Insurer: 626-683-5200
  
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
  - A. VIN (Vehicle Identification Number): MISC
  - B. Automobile Liability Insurance Policy Number: BA8578611
  - C. Name of Insurer (NOT Broker): Golden Eagle Insurance
  - D. Address of Insurer: P.O. Box 85826 San Diego, CA 92186
  - E. Telephone Number of Insurer: 619-744-6000
  
- 3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
\_\_\_\_\_
  
- 4) Estimated total number of workers to be employed on this Contract: \_\_\_\_\_
  
- 5) Estimated total wages to be paid those workers: \_\_\_\_\_
  
- 6) Dates (or schedule) when those wages will be paid: \_\_\_\_\_  
\_\_\_\_\_
  
- 7) (Describe schedule: For example, weekly or every other week or monthly)  
Estimated total number of independent contractors to be used on this Contract: \_\_\_\_\_  
\_\_\_\_\_
  
- 8) Taxpayer's Identification Number: [REDACTED] \_\_\_\_\_

EXHIBIT "C"

# EXHIBIT “D”

List of Subcontractors:

**LIST OF SUBCONTRACTORS**

The Bidder shall set forth hereon, the name, location of the place of business, and telephone number of each subcontractor, including minority subcontractors, 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 1/4 of 1 percent of the Prime Contractor's total bid or \$10,000 (whichever is greater).

**Name and Address of Subcontractor**

**Classification or Type of Work**

Name Edamonte  
 Address 19700 Magellan Dr  
 City Torrance Ca 90502  
 Phone No. 1-800-333-7860-206

Cold Cut main  
 Dollar Amount of Contract \$ \$5,000-  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
 License No. 467960

Name Kopp Pipeline Sys  
 Address 1228 Date St  
 City Montebello Ca 90640  
 Phone No. 323-888-2211

Dollar Amount of Contract \$ 85,000-  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
 License No. 844802

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
 License No. \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
 License No. \_\_\_\_\_

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_  
 Phone No. \_\_\_\_\_

Dollar Amount of Contract \$ \_\_\_\_\_  
 MBE / WBE / OTHER Racial Origin \_\_\_\_\_  
 License No. \_\_\_\_\_

**\*\* REPRODUCE AND ATTACH ADDITIONAL SHEETS AS NEEDED.**

Form 1/260-8/98

**CERTIFICATE OF INSURANCE  
CITY OF LONG BEACH, CA  
("the City")  
A Municipal Corporation**

Only this Certificate  
of Insurance Form will be  
Accepted by the City

This certifies to the City that the following described policies have been issued to the Insured named below and are in force at this time.

Approved as to Sufficiency: Mark Christoffels, City Engineer

Insured: A.M. ORTEGA CONSTRUCTION, INC.

By \_\_\_\_\_ Date: \_\_\_\_\_


Address: 10125 CHANNEL RD. LAKESIDE, CA 92040

Description of Project: \_\_\_\_\_

Approved as to Form: Robert E. Shannon, City Attorney

By \_\_\_\_\_ Deputy City Atty Date: \_\_\_\_\_

Insurer must be admitted in California or be a non-admitted insurer rated A:VII or equivalent.

POLICIES AND INSURERS	LIMITS	POLICY NUMBER	EXPIRE DATE
<b>Workers' Compensation and Employer's Liability</b> Insurer: <u>OLD REPUBLIC GEN. INSURANCE CORP.</u>	Statutory workers compensation Employer's liability* \$ <u>1,000,000</u> * Minimum employer's liability limits: \$1,000,000 per accident	<u>A1CW98691000</u>	<u>10/01/11</u>
<b>Commercial General Liability</b> Insurer: <u>STARR INDEMNITY &amp; LIABILITY CO.</u>	\$ <u>1,000,000</u> per occurrence or \$ _____ per claim \$ <u>2,000,000</u> general aggregate * Minimum GL limits: \$1,000,000 per occurrence and \$2,000,000 general agg.	<u>SISINRG00051610</u>	<u>05/28/11</u>
<b>Commercial Auto Liability</b> Auto Symbol <u>1</u> Insurer: <u>GOLDEN EAGLE INSURANCE CORP.</u>	\$ _____ BI per accident \$ _____ PD per accident \$ _____ BI per person or \$ <u>1,000,000</u> CSL each accident * Minimum auto liability limits: \$500,000 combined single limit per accident	<u>BA8578611</u>	<u>01/01/11</u>
<b>Excess/Umbrella Liability</b> Umbrella <u>X</u> Excess _____ Insurer: _____	\$ <u>9,000,000</u> per occurrence or \$ <u>9,000,000</u> per claim \$ <u>9,000,000</u> general aggregate Self-insured retention \$ _____	APPROVED AS TO SUFFICIENCY  CITY MANAGER CITY OF LONG BEACH <u>SISIXNR01042810</u> <u>05/28/11</u> DATE: <u>5/24/11</u>	

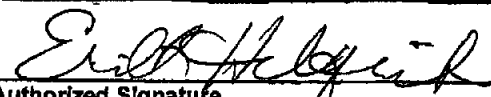
This certificate is issued as a matter of information. This certificate is not an insurance policy and does not amend, extend, or alter the coverage afforded the policies listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance 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.

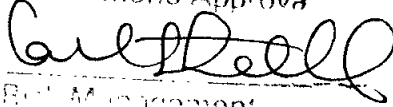
Agent/brokerage: ERIK A. HULQUIST - WATERIDGE INSURANCE SERVICES

Address: 10717 SORRENTO VALLEY ROAD, SAN DIEGO, CA 92121

Name and title of person to be contacted: ERIK A. HULQUIST

Contact phone number: 858-452-2200 Contact fax number: 858-200-3366

  
 Authorized Signature \_\_\_\_\_ Date: 05/12/11  
 Print name: ERIK A. HULQUIST Title of signatory: ACCOUNT EXECUTIVE

Recommend Approval:  
  
 City Attorney  
5-23-2011

APPROVED AS TO FORM  
5-26-11  
 ROBERT E. SHANNON City Attorney  
 By   
 RICHARD ANTHONY  
 DEPUTY CITY ATTORNEY



# CITY OF LONG BEACH

RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

## ADDITIONAL INSURED ENDORSEMENT - CONTRACTS/POs

Department: Public Works - Engineering

Office: (562) 570-6714  
Fax: (562) 570-6376

GERALD R. MILLER  
CITY MANAGER

### A. CITY CONTRACT, PURCHASE ORDER OR OTHER ID INFORMATION

Contract No./Descr. or PO #/Other: \_\_\_\_\_ Effective Date or N/A: \_\_\_\_\_ Expiration Date or N/A: \_\_\_\_\_

### B. GENERAL OR OTHER LIABILITY POLICY INFORMATION

- Insurance Company: Star Indemnity and Liability Company
- Policy No.: SISINRG00051610
- Policy term/endorsement effective date: 5-28-10 Policy term/endorsement expiration date: 5-28-11
- Named Insured: A. M. Ortega Construction, Inc.
- Address of Named Insured: 10125 8<sup>th</sup> Chancel Road Lakeside CA 92040
- Policy Limits (\$1 million/\$2 million, unless otherwise specified) Occurrence: \$ 1,000,000 Aggregate: \$ 2,000,000
- Deductible or Self-Insured Retention (nil, unless otherwise specified) \$ 5,000
- Policy Form equivalent to CG 00 01: 11 85 \_\_\_\_\_ 10 93 \_\_\_\_\_ Other than CG 00 01 (specify) \_\_\_\_\_
- The following coverages are provided:
 

Contractual liability	<input checked="" type="checkbox"/>	Liquor liability	_____	Watercraft liability	_____	Non-owned auto	_____
Personal injury liab.	<input checked="" type="checkbox"/>	Hangarkeepers	_____	Aircraft liability	_____	Gradual pollution	_____
Products and completed ops liability	<input checked="" type="checkbox"/>	Garagekeepers	_____	Abuse & molest	_____	Other (specify):	<u>Michael Cole</u>
Fire legal liability	<input checked="" type="checkbox"/>	XCU, required for construction	_____	S&A* pollution	<input checked="" type="checkbox"/>		

### C. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any other endorsement thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers are included as additional insureds with respect to all claims, demands, causes of action, damages, settlements, expenses and costs (including but not limited to attorney's fees and defense and investigation expenses) or loss or liability of any kind or nature whatsoever arising out of, or in any manner incident to, the operations, activities or undertakings of the Named Insured or any of the Named Insured's employees, agents or other persons permitted by the Named Insured to be on City premises in connection with the City contract/purchase order listed above in Item A.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The insurance afforded by this policy to the City, its departments, boards, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- WAIVER OF RIGHTS OF SUBROGATION.** In the event of any payment under this policy, the insurance company agrees to waive its rights to subrogate against the City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, and its boards, departments, officials, employees, agents, commissions and volunteers.
- CANCELLATION NOTICE.** The insurance afforded by this policy shall not be reduced in coverage or limits (other than by payment of claims), cancelled or otherwise terminated during the effective period of this endorsement except after thirty (30) days' prior written notice has been given to the City (ten (10) days' written notice for cancellation due to nonpayment of premium). Notice shall be sent by certified mail to the address shown above, Attention: Risk Manager.

### D. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Erik Hulquist Account Executive Wateridge  
(Name) (Title) (Company)

ADDRESS: 10717 Sorrento Valley Road, San Diego CA 92121

TELEPHONE: (858) 452-2200 FAX NUMBER: (858) 200-3316

### E. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Erik Hulquist, warrant that I have authority to bind the insurance company listed above in Item B.1. and by my signature hereon do so bind this company.

Erik Hulquist 5-12-11  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: Acct Exec ORGANIZATION: Wateridge Insurance

ADDRESS: 10717 Sorrento Valley Rd. San Diego CA 92121

TELEPHONE: (858) 452-2200 FAX NUMBER: (858) 200-3316

APPROVED BY: \_\_\_\_\_  
DATE: 5-16-10  
CENTRAL STATION Attorney  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY



# CITY OF LONG BEACH

## RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

### ADDITIONAL INSURED ENDORSEMENT - AUTO LIABILITY

Office: (562) 570-6714  
Fax: (562) 570-5376

#### A. AUTO LIABILITY POLICY INFORMATION

1. Insurance Company Golden Eagle Insurance Corp.  
 2. Policy No. BA8578611 Policy term (from) 1-1-11 (to) 1-1-12  
 3. Endorsement effective date 1-1-11 Endorsement expiration date 1-1-12  
 4. Named Insured A.M. Ortega Construction, Inc.  
 5. Address of Named Insured 101250 Channel Road Lakeside CA 92040  
 6. Deductible or Self-Insured Retention (nil unless otherwise specified) \$ 1,000  
 7. Policy Limits: CSL per accident \$ 1,000,000 BI per person/BI per accident/VPD: \$ \_\_\_\_\_  
 8. Coverage: Any auto  All owned autos \_\_\_\_\_ Scheduled autos \_\_\_\_\_ Hired autos \_\_\_\_\_ Non-owned autos \_\_\_\_\_  
 9. Coverage form: CA 00 01 06 92 and endorsement CA 00 25 Other CA 0001 10 01  
 If excess, the policy must afford coverage at least as broad as CA 00 01 06 92 and endorsement CA 00 25:

#### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its boards, departments, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired, or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the City, its elected or appointed officials, departments, boards, commissions, employees and agents.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The insurance afforded by this policy to the City, its boards, departments, commissions, officials, employees, agents, commissions and volunteers is primary insurance. Any other insurance or self-insurance maintained by the City, its officials, employees, agents, commissions and volunteers is in excess of this insurance and shall not contribute to it.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured seeking coverage or against whom a claim is made or suit is brought, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its boards, departments, commissions, officials, employees or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Manager.

#### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Golden Eagle Property + Casualty Claims  
 (Name) (Title) (Company)  
 ADDRESS: P.O. Box 85826, San Diego CA 92126  
 TELEPHONE: 800-238-3085 FAX: 866-450-1361

#### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Erik A. Hulquist, warrant that I have authority to bind the insurance company listed above in item A.1, and by my signature hereon do so bind this company.

Erik A. Hulquist 5-12-11  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE

TITLE: Act Exec ORGANIZATION: Whiteridge Insurance  
 ADDRESS: 10717 Sorrento Valley Road San Diego CA 92121  
 TELEPHONE: 858-452-2200 FAX: 858-200-3366

5-26, 2011  
 ROBERT E. SHANNON, City Attorney  
 By [Signature]  
 RICHARD ANTHONY  
 DEPUTY CITY ATTORNEY



# CITY OF LONG BEACH

## RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 13<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

### WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ENDORSEMENT

Office: (562) 570-6714  
Fax: (562) 570-6375

#### A. POLICY INFORMATION

- Insurance Company Old Republic General Insurance Corp.
- Policy No. AICW98091000 Policy term (from) 10-1-10 (to) 10-1-11
- Endorsement effective date 10-1-10 Endorsement expiration date 10-1-11
- Named Insured A.M. Ortega Construction, Inc.
- Address of Named Insured 10125 Channel Road Lakeside CA 92040
- Employer's Liability limit: \$ 1,000,000

#### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City of Long Beach at the above address, attention: Risk Manager.
- WAIVER OF SUBROGATION.** The Insurance Company in item A.1 above hereby agrees to waive all rights of subrogation against the City, its officials, employees and agents for losses paid under the terms of this policy which arise from work performed by the Named Insured for the City.

#### C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Erik A. Hulquist warrant that I have authority to bind the insurance company listed above in item A.1. and by my signature hereon do so bind this company.

Erik Hulquist  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (Original signature required on endorsement furnished to the City) DATE 5-12-11

TITLE: Account Executive  
ORGANIZATION: Wateridge Insurance  
ADDRESS: 10717 Sorrento Valley Road San Diego 92121  
TELEPHONE: 858-452-2200 FAX: 858-200-3366

APPROVED AS TO FORM

5-26, 20 11  
ROBERT E. SHANNON, City Attorney

By [Signature]  
RICHARD ANTHONY  
DEPUTY CITY ATTORNEY



# CITY OF LONG BEACH

## RISK MANAGEMENT BUREAU

333 WEST OCEAN BOULEVARD, 15<sup>TH</sup> FLOOR ♦ LONG BEACH, CALIFORNIA 90802

GERALD R. MILLER  
CITY MANAGER

### ADDITIONAL INSURED ENDORSEMENT - UMBRELLA/EXCESS LIABILITY

Office: (562) 570-6714  
Fax: (562) 570-6378

#### A. EXCESS/UMBRELLA LIABILITY POLICY INFORMATION

- Insurance Company Harr Indemnity + Liability Co.
  - Policy No. SLS1XNR01042810 Policy term (from) 5-28-10 (to) 5-28-11
  - Endorsement effective date 5-28-10 Endorsement expiration date 5-28-11
  - Named Insured A.M. Ortega Construction Inc.
  - Address of Named Insured 20250 Channel Road, Lakeside CA 92040
  - Deductible or Self-Insured Retention (all unless otherwise specified) \$ \_\_\_\_\_
  - Policy Limits: Occurrence\* \$ 9,000,000 General Aggregate: \$ 9,000,000
- \* The City's standard insurance requirements specify "occurrence" coverage. "Claims-made" coverage requires special approval.
- Primary/underlying general liability policy number(s) SLS1XNR000511010

#### B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- ADDITIONAL INSURED.** The City of Long Beach, and its department, boards, commissions, officials, employees and agents are included as additional insureds with regard to all loss, claims, damages, settlement, expenses, and costs (including but not limited to attorney's fees and defense and investigation expenses) arising from (a) activities or operations performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased, or used by the Named Insured.
- PRIMARY AND NONCONTRIBUTORY COVERAGE.** The additional insured coverage afforded by this policy to the City, its departments, boards, commissions, officials, employees and agents, shall be primary insurance. Any other insurance or self-insurance maintained by the City, its departments, boards, commissions, officials, employees and agents shall be in excess of this insurance and not contribute to it.
- SCOPE OF COVERAGE.** This insurance afforded by this policy is at least as broad as the underlying general liability policy.
- SEVERABILITY OF INTERESTS.** The insurance afforded by this policy applies separately to each insured that is seeking coverage or against whom a claim is made or a suit is brought, subject to the insurer's limit of liability. The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- CROSS LIABILITY.** The naming of more than one insured under this policy shall not, for that reason alone, extinguish any rights of one insured against another, subject to the insurer's limit of liability.
- WAIVER OF RIGHTS OF SUBROGATION.** In the event of any payment under this policy, the insurance company agrees to waive its rights to subrogate against the City of Long Beach, and its departments, boards, officials, employees, agents, commissions and volunteers.
- PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS.** Any failure to comply with the reporting provisions of this policy shall not affect coverage provided to the City, its departments, boards, commissions, officials, employees or agents.
- CANCELLATION NOTICE.** This insurance shall not be reduced in coverage or limits, cancelled, or nonrenewed except after 30 days' prior written notice (10 days notice for cancellation due to nonpayment of premium) has been given to the City by certified mail. Such notice shall be addressed to the City at the above address, attention: Risk Manager.

#### C. INCIDENT AND CLAIM REPORTING PROCEDURES

Incidents and claims are reported to the insurer at:

ATTENTION: Erik Hulquist Account Executive Wateridge  
(Name) (Title) (Company)

ADDRESS: 10717 Sorrento Valley Road San Diego, CA 92121

TELEPHONE: 858-452-2200 FAX: 858-200-3310

#### D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, (print name) Erik A. Hulquist, warrant that I have authority to bind the insurance company listed above in Item A.1. and by my signature herein do so bind this company.

Erik A. Hulquist  
SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required) DATE 5-12-11

TITLE: Acct Exec ORGANIZATION: Wateridge Insurance  
ADDRESS: 10717 Sorrento Valley Road San Diego CA 92121  
TELEPHONE: 858-452-2200 FAX: 858-200-3310

APPROVED AND FORWARDED  
5-26, 2011  
ROBERT E. SHANNON, City Attorney

By [Signature]

RICHARD ANTHONY  
DEPUTY CITY ATTORNEY



Premium is for contract term and subject to adjustment based on final contract amount.

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, A. M. ORTEGA CONSTRUCTION, INC., a California corporation, as PRINCIPAL, and \*\* located at 9325 Sky Park Ct., Ste. 220, San Diego, CA 92123, 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 FIVE HUNDRED FIFTY-FIVE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND NINETY CENTS (\$555,415.90), 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.

\*\*Travelers Casualty and 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 Construction of 2011 Seal Beach Blvd. & I-405 Pipeline Relocation for Long Beach Gas and Oil 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 16th day of May, 2011.

A.M. Ortega Construction, Inc.

Contractor

By:

*Linda Ortega*  
*Linda Ortega*  
*Comp. Secretary*

Name:

Title:

By:

Name:

Title:

Approved as to form this 26 day of May, 2011.

ROBERT E. SHANNON, City Attorney

By:

*[Signature]*  
Deputy City Attorney

Travelers Casualty and Surety Company of America

SURETY, admitted in California

By:

*[Signature]*

Name: John R. Qualin

Title: Attorney-in-Fact

Telephone: 858.538 8828

Approved as to sufficiency this 24th day of May, 2011.

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. 221800

Certificate No. 003725255

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, 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

Michael R. Strahan, Eleanor B. Strahan, John R. Qualin, and Margie Wager

of the City of San Diego, 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 15th day of June, 2010.

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]
George W. Thompson, Senior Vice President

On this the 15th day of June, 2010, before me personally appeared George W. Thompson, 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**ACKNOWLEDGMENT**

State of California  
County of San Diego )

On May 16th, 2011 before me, E.B. Strahan, Notary Public  
(insert name and title of the officer)

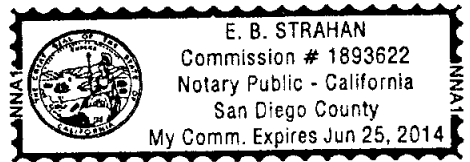
personally appeared John R. Qualin  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in  
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ 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 E.B. Strahan

(Seal)



KNOW ALL MEN BY THESE PRESENTS: That we, A. M. ORTEGA CONSTRUCTION, INC., a California corporation, as PRINCIPAL, and Travelers Casualty and Surety Company of America located at 9325 Sky Park Ct. Ste. 220 San Diego, CA 92123, 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 FIVE HUNDRED FIFTY-FIVE THOUSAND FOUR HUNDRED FIFTEEN DOLLARS AND NINETY CENTS (\$555,415.90), 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 Construction of 2011 Seal Beach Blvd. & I-405 Pipeline Relocation for Long Beach Gas and Oil 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 16th day of May, 2011.

A M Ortega Construction, Inc.  
Contractor  
By: [Signature]  
Name: Ninda Ortega  
Title: Corp Secretary

Surety: Travelers Casualty and Surety Company of America  
By: [Signature]  
John R. Qualin, Attorney-in-Fact

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form this 26 day of May, 2011.

Approved as to sufficiency this 24th day of May, 2011.

ROBERT E. SHANNON, City Attorney  
By: [Signature]  
Deputy City Attorney

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. 221800

Certificate No. 003725254

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company 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

Michael R. Strahan, Eleanor B. Strahan, John R. Qualin, and Margie Wager

of the City of San Diego, 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 15th day of June, 2010.

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]
George W. Thompson, Senior Vice President

On this the 15th day of June, 2010, before me personally appeared George W. Thompson, 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, 2011.



[Signature]
Marie C. Tetreault, Notary Public

**ACKNOWLEDGMENT**

State of California  
County of San Diego )

On May 16th, 2011 before me, E.B. Strahan, Notary Public  
(insert name and title of the officer)

personally appeared John R. Qualin  
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 E.B. Strahan

(Seal)

