

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

CONTRACT

32471

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3 THIS CONTRACT is made and entered, in duplicate, as of January 17,
4 2012 for reference purposes only, pursuant to a minute order adopted by the City Council
5 of the City of Long Beach at its meeting held on January 10, 2012, by and between JOSE
6 ANGEL FIERROS DBA FS CONSTRUCTION ("Contractor"), whose address is 14838
7 Bledsoe Street, Sylmar, California 91342, and the CITY OF LONG BEACH, a municipal
8 corporation ("City").

9 WHEREAS, pursuant to a "Notice Inviting Bids for Baker Street Mini-Park in
10 the City of Long Beach, California," dated November 30, 2011, and published by City,
11 bids were received, publicly opened and declared on the date specified in said Notice;
12 and

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

14 WHEREAS, the City Council authorized the City Manager to enter a
15 contract with Contractor for the work described in Project Specifications No. R-6901;

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

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the
20 work described in "Project Specifications No. R-6901 for Baker Street Mini-Park in the
21 City of Long Beach, California," said work to be performed according to the Contract
22 Documents identified below. However, this Contract is intended to provide to City
23 complete and finished work and, to that end, Contractor shall do everything necessary to
24 complete the work, whether or not specifically described in the Contract Documents.

25 2. PRICE AND PAYMENT.

26 A. City shall pay to Contractor the amount(s) for materials and
27 work identified in Contractor's "Bid for Baker Street Mini-Park in the City of Long
28 Beach, California," attached hereto as Exhibit "A".

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

4 3. CONTRACT DOCUMENTS.

5 A. The Contract Documents include: The Notice Inviting Bids,
6 Project Specifications No. R-6901 (which may include by reference the Standard
7 Specifications for Public Works Construction, latest edition, and any supplements
8 thereto, collectively the "Standard Specifications"); the City of Long Beach
9 Standard Plans; the California Code of Regulations; the various Uniform Codes
10 applicable to trades; the prevailing wage rates; Instructions to Bidders; the Bid; the
11 bid security; the City of Long Beach Disadvantaged, Minority and Women-Owned
12 Business Enterprise Program; this Contract and all documents attached hereto or
13 referenced herein including but not limited to insurance; Bond for Faithful
14 Performance; Payment Bond; Notice to Proceed; Notice of Completion; any
15 addenda or change orders issued in accordance with the Standard Specifications;
16 any permits required and issued for the work; approved final design drawings and
17 documents; and the Information Sheet. These Contract Documents are
18 incorporated herein by the above reference and form a part of this Contract.

19 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
20 if any conflict or inconsistency exists or develops among or between Contract
21 Documents, the following priority shall govern: 1) Permit(s) from other public
22 agencies; 2) Change Orders; 3) this Contract (including any and all amendments
23 hereto); 4) Addenda (which shall include written clarifications, corrections and
24 changes to the bid documents and other types of written notices issued prior to bid
25 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the
26 City of Long Beach Standard Plans; 8) Standard Specifications (as identified in
27 Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10)
28 other reference plans; 11) the bid; and 12) the Notice Inviting Bids.

1 4. TIME FOR CONTRACT. Contractor shall commence work on a date
2 to be specified in a written "Notice to Proceed" from City and shall complete all work
3 within sixty (60) working days thereafter, subject to strikes, lockouts and events beyond
4 the control of Contractor. Time is of the essence hereunder. City will suffer damage if
5 the work is not completed within the time stated, but those damages would be difficult or
6 impractical to determine. So, Contractor shall pay to City, as liquidated damages, the
7 amount stated in the Contract Documents.

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

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

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

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

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

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

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

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

18 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

27 B. If Contractor is prevented, in any manner, from strict
28 compliance with the Plans and Specifications due to any Federal or State law, rule

1 or regulation, in addition to all other rights and remedies reserved to the parties
2 City may by resolution of the City Council suspend performance hereunder until
3 the cause of disability is removed, extend the time for performance, make changes
4 in the character of the work or materials, or terminate this Contract without liability
5 to either party.

6 13. NOTICES.

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

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

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

23 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor
24 any of the moneys that may become due Contractor hereunder may be assigned by
25 Contractor without the written consent of City first had and obtained, nor will City
26 recognize any subcontractor as such, and all persons engaged in the work of
27 construction will be considered as independent contractors or agents of Contractor and
28 will be held directly responsible to Contractor.

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16. CERTIFIED PAYROLL RECORDS.

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

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

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

17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to

the contrary in the Standard Specifications, Contractor shall have the responsibility, care and custody of the work. If any loss or damage occurs to the work that is not covered by collectible commercial insurance, excluding loss or damage caused by earthquake or flood or the negligence or willful misconduct of City, then Contractor shall immediately

1 make the City whole for any such loss or pay for any damage. If Contractor fails or
2 refuses to make the City whole or pay, then City may do so and the cost and expense of
3 doing so shall be deducted from the amount due Contractor from City hereunder.

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

7 19. TAXES AND TAX REPORTING.

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

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

28 C. Contractor shall create and operate a buying company, as

1 defined in State of California Board of Equalization Regulation 1699, subpart (h),
2 in City if Contractor will purchase over \$10,000 in tangible personal property
3 subject to California sales and use tax.

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

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

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

26 21. AUDIT. If payment of any part of the consideration for this Contract
27 is made with federal, state or county funds and a condition to the use of those funds by
28 City is a requirement that City render an accounting or otherwise account for said funds,

1 then City shall have the right at all reasonable times to examine, audit, inspect, review,
2 extract information from, and copy all books, records, accounts and other information
3 relating to this Contract.

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

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

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

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

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

28 27. INTEGRATION. This Contract, including the Contract Documents

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

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

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

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

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

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

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

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

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

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

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

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

3 JOSE ANGEL FIERROS DBA FS
4 CONSTRUCTION

5 1/25/, 2012

By: J. Angel Fierros
Its: Owned

6 "Contractor"

7 CITY OF LONG BEACH, a municipal
8 corporation

9 2-7, 2012

By [Signature] - **Assistant City Manager**

City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

11 "City"

12 This Contract is approved as to form on 2/1
13 2012.

14 ROBERT E. SHANNON, City Attorney

By [Signature]
15 Deputy

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

BIDDER'S NAME: F.S Construction

**BID TO THE CITY OF LONG BEACH
BAKER STREET MINI-PARK**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on December 5, 2011, at 10:30 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 & Specifications No. R-6901 at the prices listed below.

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.	Mobilization	1	LS	10000	10000
2.	Water Meter for Drinking Fountain (NIC City Connection Fee)	1	LS	1000	1000
3.	PCC Curb	30	LF	28	840
4.	ADA Signage and Striping	1	LS	800	800
5.	Bollards	2	EA	500	1000
6.	1/2" Copper Pipe	90	LF	20	1800
7.	Drinking Fountain Drain	1	LS	500	500
8.	Backflow Assembly	1	LS	2500	2500
9.	Natural Gray Concrete Paving	9,035	SF	5	45175
10.	6" High Concrete Curb (Landscape)	60	LF	20	1200
11.	Concrete Play Area Curb	245	LF	48	11760
12.	Decorative Metal Tree Grates	8	EA	1000	8000
13.	Concrete Mowcurb (per City Std)	220	LF	13	2860
14.	Site Electrical	1	LS	95000	95000
15.	Trash Receptacles	4	EA	750	3000

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
16.	Bench	5	EA	1500	7500
17.	Picnic Table (6' Long)	5	EA	1500	7500
18.	Drinking Fountain	1	EA	5000	5000
19.	Automatic Spray Irrigation	1	LS	40000	40000
20.	Soil Preparation and Fine Grading	44,230	SF	.20	8846
21.	Bark Mulch	3,880	SF	.60	2328
22.	Lawn (Hydroseed)	20,050	SF	.09	1804 ⁵⁰
23.	Planting Area (Hydroseed)	20,300	SF	.09	1827
24.	48" Box Tree	1	EA	3000	3000
25.	36" Box Tree	5	EA	750	3750
26.	24" Box Tree	64	EA	260	16640
27.	Shrub Planting (1-gal, 5-gal, & 15-gal)	1	LS	5000	5000
28.	Post-Installation Maintenance Period (90-days)	1	LS	6000	6000

TOTAL BID AMOUNT

\$294,630⁵⁰

ADDITIVE ALTERNATE BID

AA-1	Bench	6	EA	1800	10800
AA-2	Trash Receptacle	4	EA	800	3200
AA-3	Picnic Table (6' Long)	1	EA	1800	1800
AA-4	Round Cluster Table	3	EA	1800	5400
AA-5	Boundless Play Equipment / Swing Set	1	LS	65000	65000
AA-6	Play Area Bark Mulch (12" min. thick)	145	CY	50	7250

TOTAL ADDITIVE ALTERNATE BID AMOUNT

\$94,450

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? _____ Which racial minority? Hispanic
Is the Bidder a Women-Owned Business? _____

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

Advertising

(Continued on Next Page)

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:

FS Construction

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

f. Angel Fierros

Title: Owner

Date: 11-30-11

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: CO9294064
 - B. Name of Insurer (NOT Broker): Truck Insurance Exchange
 - C. Address of Insurer: PO. BOX 2478 Los Angeles CA 90051
 - D. Telephone Number of Insurer: (877) 411-4249

- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: ACPBA7824089599
 - C. Name of Insurer (NOT Broker): National Mutual Ins Co
 - D. Address of Insurer: 2251 Harvard St, Suite 200 Sacramento CA 95815
 - E. Telephone Number of Insurer: (800) 282-1446

- 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: 10
- 5) Estimated total wages to be paid those workers: 50,000
- 6) Dates (or schedule) when those wages will be paid: Weekly

- 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: 01-0692890

LIST OF SUBCONTRACTORS

Exhibit D

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

Name VT Electric Type of Work Electrical
Address _____
City Upland CA Dollar Value of Subcontract \$ 90,000
Phone No. (909) 985 1755
License No. 1763236

Name Sanders Hydroseeding Type of Work Hydroseed
Address 19410 Harley John rd
City Riverside CA Dollar Value of Subcontract \$ 2300
Phone No. (951) 782 7650
License No. _____

Name CESM Land Survey Type of Work Survey
Address _____
City Monrovia CA Dollar Value of Subcontract \$ 2750
Phone No. (626) 359 6250
License No. 6771

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. _____

BOND NO. SSB-0418350

Premium: \$7,838.00

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, JOSE ANGEL FIERROS DBA FS CONSTRUCTION, as PRINCIPAL, and RLI Insurance Company, located at 4155 N. 83rd Av., #125, Peoria, AZ, a corporation, incorporated under the laws of the State of Illinois, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of THREE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$366,881), 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 Baker Street Mini-Park 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 January, 2012.

FS CONSTRUCTION
Contractor
By: J. Angel Fierros
Name: Jose Angel Fierros
Title: Owner
By:
Name:
Title:

RLI INSURANCE COMPANY
SURETY, admitted in California
By: Patricia Zenizo
Name: Patricia Zenizo
Title: Attorney-in-Fact
Telephone: (323) 663-7814

Approved as to form this 1st day of February, 2012.
ROBERT E. SHANNON, City Attorney
By: Deputy City Attorney

Approved as to sufficiency this 31 day of January, 2012.
By: 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles



On January 24, 2012 before me, M. S. Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

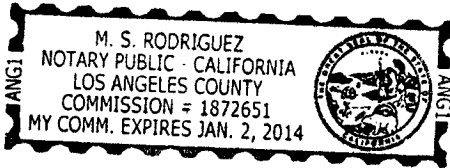
personally appeared PATRICIA ZENIZO
Name(s) of Signer(s)

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 M. S. Rodriguez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

Signer's Name: _____

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

RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer Is Representing: _____

CALIFORNIA ALL- PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES



On 01/25/2012 before me, JESSICA X. LOPEZ, Notary Public

Date

Here Insert Name and Title of Officer

personally appeared JOSE ANGEL FIERROS

Name (s) of Signer (s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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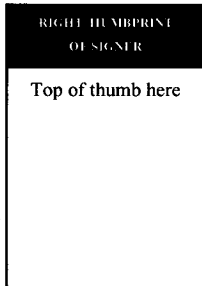
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

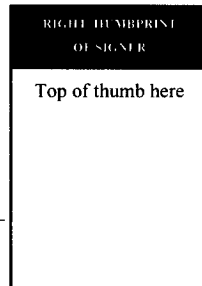
- Individual
- Corporate Officer – Title(s): President
- Partner - Limited General
- Attorney in Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

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



Signer Is Representing: _____

LABOR AND MATERIAL BOND

Premium Included in Performance Bond.

KNOW ALL MEN BY THESE PRESENTS: That we, JOSE ANGEL FIERROS DBA FS CONSTRUCTION, as PRINCIPAL, and RLI Insurance Company, located at 14155 N. 83rd Av., #125, Peoria, AZ 85381, a corporation, incorporated under the laws of the State of Illinois, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of THREE HUNDRED SIXTY-SIX THOUSAND EIGHT HUNDRED EIGHTY-ONE DOLLARS (\$366,881), 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 Baker Street Mini-Park 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 January, 2012.

FS CONSTRUCTION
Contractor
By: J. Angel Fierros
Name: Jose Angel Fierros
Title: Owner

RLI INSURANCE COMPANY
SURETY, admitted in California
By: Patricia Zenizo
Name: Patricia Zenizo
Title: Attorney-in-Fact
Telephone: (323) 663-7814

Approved as to form this 1st day of February, 2012.

Approved as to sufficiency this 31 day of January, 2012.

ROBERT E. SHANNON, City Attorney
By: Deputy City Attorney

By: 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.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles

On January 24, 2012 before me, M. S. Rodriguez, Notary Public
Date Here Insert Name and Title of the Officer

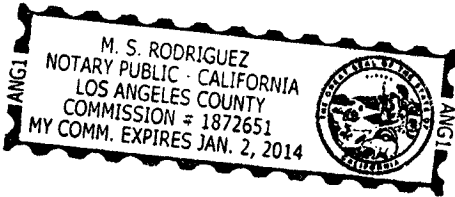
personally appeared PATRICIA ZENIZO
Name(s) of Signer(s)

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 M. S. Rodriguez
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer's Name: _____

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

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

CALIFORNIA ALL- PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES }

On 01/25/2012 before me, JESSICA X. LOPEZ, Notary Public

Date Here Insert Name and Title of Officer

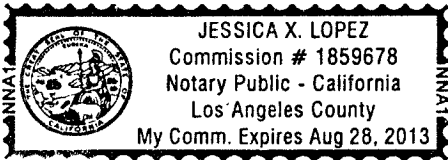
personally appeared JOSE ANGEL FIERROS

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.



Place Notary Seal Above

Signature

Jessica X. Lopez
Signature of Notary Public

OPTIONAL

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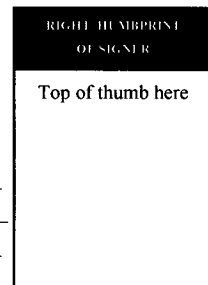
- Individual
- Corporate Officer – Title(s): ___ President ___
- Partner - Limited General
- Attorney in _____ Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____





RLI Surety
 P.O. Box 3967 | Peoria, IL 61612-3967
 Phone: (800)645-2402 | Fax: (309)689-2036
 www.rlicorp.com

POWER OF ATTORNEY

RLI Insurance Company

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, a(n) Illinois corporation, does hereby make, constitute and appoint:

Patricia Zenizo, Margaret Rodriguez, Pietro Micciche, Gracie Lopez, Elisabete Salazar, jointly or severally.

in the City of Los Angeles, State of California its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

Any and all bonds, undertakings, and recognizances in an amount not to exceed Ten Million Dollars (\$10,000,000) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of November, 2011.



RLI Insurance Company

Roy C. Die

Vice President

State of Illinois }
 County of Peoria } SS

CERTIFICATE

I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 24th day of January, 2012.

On this 18th day of November, 2011, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
 Jacqueline M. Bockler Notary Public

RLI Insurance Company

Roy C. Die

Vice President

