



36574

CONTRACT NO. _____

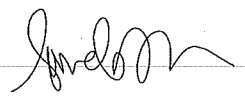
SIGNATURE PAGE

I certify that:

- i. I am authorized by the bidder to submit this Invitation to Bid. NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID. ALL SIGNATURES MUST BE NOTARIZED IF THE ENTITY IS LOCATED OUTSIDE THE STATE OF CALIFORNIA.
 - a. INDIVIDUAL (Doing Business As): The only acceptable signature is the owner of the company. (Only one signature is required.)
 - b. PARTNERSHIP: The only acceptable signature(s) is/are that of the general partner or partners.
 - c. CORPORATION: Two (2) officers of the corporation must sign; OR the signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
 - d. LIMITED LIABILITY COMPANY: The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- ii. Under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.
- iii. No City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Bidder herein, or does or shall have any direct or indirect financial interest in a potential resulting Contract.

SCOTT BOTTOMLEY VICE PRESIDENT		05-08-2023
Christopher Winter CFO		5-8-23
Name	Signature	Date

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

	Digitally signed by Sandra Tsang-Palmer Date: 2023.05.17 15:07:07 -07'00'	
City Manager FM Director	Signature	Date

CITY OF LONG BEACH APPROVAL AS TO FORM

Deputy City Attorney	Signature	Date
----------------------	-----------	------

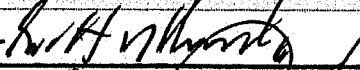
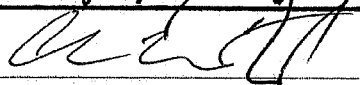
Sully-Miller Contracting Co. DBA Blue Diamond Materials

CONTRACT NO. 36574

SIGNATURE PAGE

I certify that:

- i. I am authorized by the bidder to submit this Invitation to Bid. NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID. ALL SIGNATURES MUST BE NOTARIZED IF THE ENTITY IS LOCATED OUTSIDE THE STATE OF CALIFORNIA.
 - a. INDIVIDUAL (Doing Business As): The only acceptable signature is the owner of the company. (Only one signature is required.)
 - b. PARTNERSHIP: The only acceptable signature(s) is/are that of the general partner or partners.
 - c. CORPORATION: Two (2) officers of the corporation must sign; OR the signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
 - d. LIMITED LIABILITY COMPANY: The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- ii. Under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.
- iii. No City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Bidder herein, or does or shall have any direct or indirect financial interest in a potential resulting Contract.

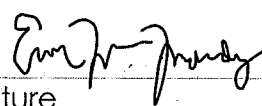
SCOTT BOTTOMLEY VICE PRESIDENT		05-08-2023
Christopher Winter CFO		5-8-23
Name	Signature	Date

CITY OF LONG BEACH AUTHORIZATION

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

City Manager FM Director	Signature	Date
-------------------------------------	-----------	------

CITY OF LONG BEACH APPROVAL AS TO FORM

Erin Weesner-McKinley		May 12, 2023
Deputy City Attorney	Signature	Date

Sully-Miller Contracting Co. DBA Blue Diamond Materials

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

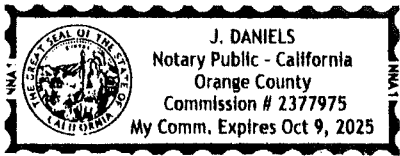
State of California)
County of Orange)

On May 9, 2023 before me, J. Daniels, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Scott Bottomley
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 J. Daniels
Signature of Notary Public
J. Daniels, Notary Public



Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contract-Signature Page Document Date: May 9, 2023
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

Signer Is Representing: _____
Sully-Miller Contracting Company dba
Blue Diamond Materials

Signer Is Representing: _____

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	Marcus Leavitt
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christopher Winter
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Jeff Galterio
Assistant Secretary	Mark Pachura

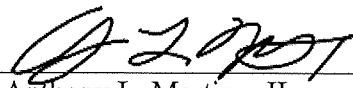
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 15, 2022, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 28th day of February 2023.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

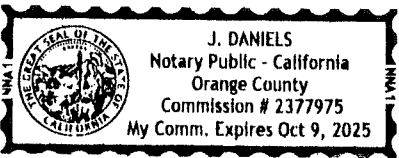
State of California)
County of Orange)

On May 9, 2023 before me, J. Daniels, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Christopher Winter
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 J. Daniels
Signature of Notary Public
J. Daniels, Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contract Signature Page Document Date: May 8, 2023
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Christopher Winter
 Corporate Officer — Title(s): CFO/Treas/VP
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: _____
Sully-Miller Contracting Company dba
Blue Diamond Materials

Signer Is Representing: _____

BID NUMBER ITB DD FY-XXX

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

The following information is submitted regarding the Bidder:

Legal Form of Bidder:

- Corporation State of Delaware
- Partnership State of _____
- General Limited
- Joint Venture
- Individual DBA _____
- Limited Liability Company State of _____

Composition of Ownership (more than 51% of ownership of the organization):

OPTIONAL

Ethnic (Check one):

- Black Asian Other Non-white
- Hispanic American Indian Caucasian

Non-ethnic Factors of Ownership (check all that apply):

- Male Yes - Physically Challenged Under 65
- Female No - Physically Challenged Over 65

Is the firm certified as a Disadvantaged Business: Yes No

Has firm previously been certified as a minority-owned and/or woman-owned business enterprise by any other agency?

- Yes No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

Please use the proper notary form, which applies to your type of organization on all Bid documents, attachments and bonds requiring a signature by officers of your company.

NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID.

INDIVIDUAL (Doing Business As)

- a. The only acceptable signature is the owner of the company. (Only one signature is required.)
- b. The owner's signature must be notarized if the company is located outside of the state of California.

PARTNERSHIP

- a. The only acceptable signature(s) is/are that of the general partner or partners.
- b. Signature(s) must be notarized if the partnership is located outside of the state of California.

CORPORATION

- a. Two (2) officers of the corporation must sign.
- b. Each signature must be notarized if the corporation is located outside of the state of California.

OR

- a. The signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
- b. Signature(s) must be notarized if the corporation is located outside of the state of California.

LIMITED LIABILITY COMPANY

- a. The signature on the Bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- b. Signature must be notarized if the company is located outside of the state of California.

THIS INFORMATION IS AVAILABLE IN AN ALTERNATIVE FORMAT BY CONTACTING 562-570-6200.

**COMPETITIVE SOLICITATION
& RENEWAL FORM**

SUMMARY SECTION – To Be Completed by the Requesting Department

TITLE OF SOLICITATION Asphalt Concrete Materials

DESCRIPTION OF PURCHASE:
DESCRIPTION / JUSTIFICATION FOR PURCHASE / TIMING CONSIDERATIONS / SERVICE LEVEL IMPACT IF NOT APPROVED

To furnish and deliver as-needed asphalt concrete materials to be used by multiple departments for street and pothole repairs and on various citywide construction projects.

PW \$180K
ER \$55K Cold-Mix
PRM \$65K

COMPLETED SOLICITATION TEMPLATE ATTACHED: Yes No

PRE-BID/PROPOSAL MEETING: Yes No MANDATORY: Yes No ESTIMATED VALUE: \$ 300,000.00

DEPT CONTACT: Christina Sarmiento TEL: 8-7062

LOCATION: FM

ACCOUNT STRING: _____ GRANT: Yes No

PROJECT STRING: _____

DEPARTMENT APPROVAL

DIRECTOR (PRINT): Kevin Ripper DATE: _____

DIRECTOR SIGNATURE: Amanda Hall Digitally signed by Amanda Hall
Date: 2022.10.10 06:54:15 -07'00'

AWARD SECTION – To Be Completed by the Purchasing Division

SOLICITATION NUMBER: ITB CE-22-116 LONG BEACH BUYS POSTED DATE: _____

ADVERTISED DATE: _____ PRE-BID/PROPOSAL (JOB WALK) DATE (IF APPLICABLE): NA

QUESTION DATE: _____ ANSWER DATE: _____

CLOSING DATE: _____ NOI POSTED DATE: _____

TOTAL NUMBER OF – Fill in the Quantity for Each Category Below

NOTIFIED POTENTIAL BIDDERS/PROPOSERS: _____ LB (LOCAL) NOTIFIED: _____

DOWNLOADS: _____ LB (LOCAL) DOWNLOADS: _____

RESPONSES RECEIVED: _____

MBEs: _____ LB (LOCAL): _____

WBEs: _____ NON: MBEs, WBEs, SBEs, LB (LOCAL): _____

SBEs: _____

PIGGYBACK/COOPERATIVE PURCHASE
(Government agency or cooperative organization used): _____ CONTRACT #: _____

PROTEST <input type="checkbox"/> Yes <input type="checkbox"/> No	SBE <input type="checkbox"/> Yes <input type="checkbox"/> No	LOCAL PREFERENCE <input type="checkbox"/> Yes <input type="checkbox"/> No	CITY COUNCIL <input type="checkbox"/> Yes <input type="checkbox"/> No	LABOR COMPLIANCE <input type="checkbox"/> Yes <input type="checkbox"/> No	FIRST SOURCE <input type="checkbox"/> Yes <input type="checkbox"/> No	PLA <input type="checkbox"/> Yes <input type="checkbox"/> No
--	--	---	---	---	---	--

(CONTINUED)

COMPETITIVE SOLICITATION & RENEWAL FORM

AWARD SECTION – To Be Completed by the Requesting Department

ANNUAL OR ONE-TIME CONTRACTS AMOUNT:

ONE-TIME: _____ YEAR 2: _____ YEAR 4: _____
 YEAR 1: _____ YEAR 3: _____ YEAR 5: _____

AWARDED TO: _____ MBE WBE SBE DBE LB(LOCAL)

VENDOR NAME: _____ CITY/STATE: _____

CONTACT PERSON: _____ TEL: _____

EMAIL: _____ # OF EMPLOYEES LIVING IN LB: _____

AWARDED TO (IF SPLIT): _____ MBE WBE SBE DBE LB(LOCAL)

VENDOR NAME: _____ CITY/STATE: _____

CONTACT PERSON: _____ TEL: _____

EMAIL: _____ # OF EMPLOYEES LIVING IN LB: _____

AWARDED TO (IF SPLIT): _____ MBE WBE SBE DBE LB(LOCAL)

VENDOR NAME: _____ CITY/STATE: _____

CONTACT PERSON: _____ TEL: _____

EMAIL: _____ # OF EMPLOYEES LIVING IN LB: _____

**If Awarded To More Than 3 Vendors, use additional forms.*

ADDITIONAL INFORMATION – Please enter any additional information relating to the competitive solicitation, change order, or renewal. – To Be Completed by the Requesting Department

Term for 12-months with the option to renew four additional 12-month periods.

RENEWAL – To Be Completed by the Requesting Department

1st EXTEND DATE TO _____ ADD _____

2nd EXTEND DATE TO _____ ADD _____

3rd EXTEND DATE TO _____ ADD _____

February 6, 2023

Subject: NOTICE OF INTENT TO AWARD
INVITATION TO BID No. CE-22-116

The City of Long Beach has completed its evaluation of Invitation to Bid #ITB CE-22-116 for Asphalt Concrete Material. One (1) bid was received and evaluated for responsiveness. The bid result is available on the City's on-line bidding site. It is the City's intent to award **Sully-Miller Contracting Co., Brea, CA** as the lowest, responsive bidder.

Thank you for your participation in the procurement process. The City of Long Beach regards your firm as an important and valuable goods/services provider. If I can answer any further questions, please feel free to contact me at 562-570-6123 during normal business hours or by e-mail at purchasingbids@longbeach.gov.

Sincerely,

Ahmed Ali, Buyer I

NOTE: This notice of Intent to Award does not constitute an award. The awarded vendor will receive a purchase order from the City of Long Beach. Work shall not commence without a signed purchase order.





City of Long Beach

Invitation to Bid CE-22-116
Asphalt Concrete Materials

Overview

Summary

The City of Long Beach is soliciting bids to furnish and deliver as-needed asphalt concrete materials for street and pothole repairs and on various citywide construction projects.

Key Dates

Release Date: December 28, 2022

Questions Due to the City: 11:00 AM, January 12, 2023

Answer Due Date: January 19, 2023

Bids Due: 11:00 AM, January 31, 2023

The City reserves the right to modify these dates at any time, with appropriate notice to prospective Bidders.

How to Bid

Instructions for what to include in your bid and how to submit it are detailed in Section 2.

Bids must be submitted electronically via the City's Long Beach Buys portal, available at <https://longbeachbuys.buyspeed.com/bs0/view/login/login.xhtml>.

Official Contact

Buyer: Ahmed Ali

purchasingbids@longbeach.gov

All communication with the City related to this ITB must be directed to the contact listed above.

Contents

1 The Opportunity

1.1 Overview & Goals

1.2 Specifications

1.3 Award Terms

1.4 Contract Management

2 Bid Instructions & Content

2.1 Bid Timelines & Instructions

2.2 Bid Content

3 Terms & Conditions

Attachment A: Supplemental Bid Information & Authorization

1 The Opportunity

1.1 Overview & Goals

The City of Long Beach is seeking qualified bidders to furnish and deliver as-needed asphalt concrete materials to be used for street and pothole repairs and on various citywide construction projects.

1.2 Specifications

Detailed Specifications: The following are mandatory requirements.

- Asphalt concrete shall be fresh from the Bidder’s plant, not from a stockpile.
- Asphalt concrete supplied shall be Cold-Mix (Temporary Asphalt), Grade 1-D with SC-800 asphaltic oil.
- Minimum vendor qualifications or license requirements apply.
- Plant location is an important factor to the City and will be considered in addition to price when determining lowest, responsive bidder.
- Testing of material to confirm compliance with specification is required before contract award.
- Miscellaneous item allowance of \$1,000

Item No.	Item Code	Description	UOM	Estimated Annual Quantity*
1	9	Cold-Mix SC-800 Asphalt Concrete D-1 or equivalent (delivered)	Ton	N/A
2	43	Type B or equivalent	Ton	N/A
3	44	Type C-1 or equivalent	Ton	N/A
4	45	Type C-2 or equivalent	Ton	N/A
5	46	Type D-1 or equivalent	Ton	N/A
6	47	Type D-2 or equivalent	Ton	N/A
7	48	Type E or equivalent	Ton	N/A
8	49	Type F or equivalent	Ton	N/A
9	60	SS-1H Asphalt Emulsion (Tack)	Gal	N/A
10		Emulsion, Bucket (5 Gallon)	Bucket	N/A.
11		Type B 3/4"	Ton	70
12		Type C 1 1/2"	Ton	50
13		Type C 2 1/2"	Ton	50
14		Type D 1 3/8"	Ton	30
15		SS1H Asphalt Tack Coat	Gallon	100

*

Please reference the Greenbook Standard Specifications for Public Works Construction for asphalt specifications regarding composition and grading. Table 203-6.4.4 can be found on page 101. The link to the book is provided below:

<https://www.bnibooks.com/products/2021-greenbook-standard-specifications-for-public-works-construction>

Delivery Location and Terms:

Delivery Locations:

Cold-Mix SC-800 Asphalt Concrete detailed in Section 1.2 Specifications shall be delivered to the following locations:

No.	Facility	Address
1	Long Beach Energy Resources	2400 E. Spring Street Long Beach, CA 90806
2	Public Works Public Service Yard	1651 San Francisco Ave. Long Beach, CA 90813
3	Parks, Recreation, & Marine (PRM) Beach Maintenance	4320 Olympic Plaza Drive Long Beach, CA 90803
4	PRM Marine Maintenance	6204 E. 2 nd Street Long Beach, CA 90803
5	PRM Tree Farm	7600 E. Spring Street Long Beach, CA 90815
6	Port of Long Beach	725 Harbor Plaza Long Beach, CA 90802

Standard delivery terms:

- Deliveries shall be made within 24 hours after receipt of verbal, written or electronic order from the City. If the delivery time is more than three (3) days after receipt of order, the bid may be rejected. All materials specified in line items two through nine shall be picked up at bidder's plant and discharged into City-owned trucks within 30 minutes of arrival.
- Back ordered materials must be delivered within five (5) working days after date of receipt of initial order unless other arrangements are made.
- Product shall be delivered between the hours of 6:00 am and 4:00 pm, Monday through Friday.
- Delivery locations and City contacts will be specified in each purchase order.
- All deliveries shall be made FOB (free on board) to destinations specified by the City.

- There shall be no charge for pick-up and delivery of materials by City vehicles driven by City Staff.
- The City reserves the right to determine award based on delivery time quoted. Deliveries shall be made within three working days after receipt of order.
- Plant location shall/should remain open for City pick up if provided four (4) hours advance notice.
- Special consideration will be given for Bidders that are open on Saturday.

Warranty Requirements: Standard warranty terms:

- Contractor shall warrant/guarantee all materials from date of acceptance of delivery by the City of Long Beach for a minimum of one year.

1.3 Award Terms

This contract will be for a period of one year with the option to renew for four additional one-year periods. The total contract term will not exceed five years. The City reserves the right to award portions of this bid to one or more vendors.

1.4 Contract Management

Performance Metrics: Notable metrics include loading time and uptime of closest plant.

Performance Reports: The vendor is to provide an annual report with loading time and time required to fill orders. In addition to the quantity of material being procured.

Contract Payment: The City of Long Beach issues payment based upon services rendered. After a contract is finalized and work is performed, the Awarded Contractor shall invoice the City. The City will remit payment within 30 calendar days of being billed.

2 Bid Instructions & Content

2.1 Bid Timelines & Instructions

MILESTONE	TIME (PACIFIC) & DATE	LOCATION / ADDITIONAL INFORMATION
Release date	December 28, 2022	<ul style="list-style-type: none"> It is recommended that bidders visit the City's Long Beach Buys portal on a regular basis for any addenda: https://longbeachbuys.buyspeed.com/bsowiew/login/login.xhtml.
Questions due to the City	11:00 AM January 12, 2023	<ul style="list-style-type: none"> Submit all inquiries via email to purchasingbids@longbeach.gov. Include the bid number and official contact name in the subject line of the email message.
Approved Equals due to the City	Same as above	<ul style="list-style-type: none"> If you desire to bid an "approved equal" item, submit a request to do so via email to purchasingbids@longbeach.gov. Include all data necessary to substantiate that the item is equal. The City will notify you in writing of approval or disapproval of the equivalent item no later than January 19, 2023. "Approved equal" is defined as any material or process equal in every respect to that so indicated or specified.
Posting of the Q&A	January 19, 2023	<ul style="list-style-type: none"> Responses to the questions will be posted on the City's Long Beach Buys portal, available at https://longbeachbuys.buyspeed.com/bsowiew/login/login.xhtml.
Bids due	11:00 AM January 31, 2023	<ul style="list-style-type: none"> Bids should be submitted electronically via the City's Long Beach Buys portal, available at https://longbeachbuys.buyspeed.com/bsowiew/login/login.xhtml. All required sections of the bid must be submitted via this portal. Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

		<ul style="list-style-type: none"> • Late bids, or bids submitted through other channels will not be accepted. • Bidders are responsible for submitting their Bids completely and on time. <ul style="list-style-type: none"> ○ Bidders will receive a confirmation number with a time stamp from Long Beach Buys indicating that the bid was submitted successfully. The City will only receive bids that were transmitted successfully. ○ For technical support, email or call the City during normal business hours at LBPurchasing@longbeach.gov or (562) 570-6200
Bid Opening & Contractor Selection	January 2023	<ul style="list-style-type: none"> • Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. • Bids results are opened and posted publicly on the City's online system as soon as they have been reviewed for responsiveness. • Bidders will automatically be notified by email when results are posted to the City's online system. Bid results will not be given out via telephone, email, or facsimile.
Contract Execution	January 2023 (estimated)	<ul style="list-style-type: none"> • Upon award, the Awarded Contractor must submit originals with wet signatures of all attachments listed in Section 2.2. Documents must be mailed to: CITY OF LONG BEACH CITY CLERK – ATTN: Ahmed Ali 411 W OCEAN BLVD/LOBBY LEVEL LONG BEACH CA 90802 • A contract is not in effect until the City Manager or Designee makes an award and contract documents (including insurance and bonds) are signed, submitted and approved.

2.2 Bid Content

Complete bids will include the following. We encourage you to use this table as a checklist to ensure all components are included in your bid.

DOCUMENT CHECKLIST	
<input type="checkbox"/>	<p>Bid: Pricing shall be submitted electronically on the Line Items tab of the City's Long Beach Buys portal.</p> <ul style="list-style-type: none"> If bids on certain items are labeled "optional", indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.
	<p>Mandatory Attachments: <i>The following are posted with the bid documents on Long Beach Buys. They should be completed and uploaded as Attachments to your bid. All signatures should be by the individual legally authorized to bind the Bidder. Upon award, the Awarded Contractor must submit originals of each of the following with wet signatures.</i></p>
<input type="checkbox"/>	<p>A. Supplemental Bid Information & Authorization</p> <ul style="list-style-type: none"> Bidder Information References Sub-Contractor Information (if applicable) Additional Bid Information Signature Page
<input type="checkbox"/>	<p>B. Equal Benefits Ordinance (EBO) Form</p>
	<p>Attachments Which May Be Submitted Upon Award: <i>Upon award, Awarded Contractors will be required to submit the following. We encourage you to take note of these requirements, and where possible include available information as part of your bid to expedite processing.</i></p>
<input type="checkbox"/>	W-9
<input type="checkbox"/>	Business License
<input type="checkbox"/>	Proof of Registration with California Secretary of State
<input type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<p>Long Beach Buys Contact Information: <i>The City of Long Beach is committed to providing maximum opportunities for Disadvantaged, Minority, Women and Long Beach Business Enterprises (DBEs, MBEs, WBEs and Local) to compete successfully in supplying our needs for products and services. Ensure your organization's Long Beach Buys profile is up to date, including an email address, phone number, and with any socioeconomic classifications you may qualify for.</i></p>

3 Terms & Conditions

Acronyms/Definition

1. **Awarded Contractor:** The organization/individual that is awarded a contract with the City of Long Beach, California for the services identified in this RFP.
2. **City:** The City of Long Beach and any department or agency identified herein.
3. **Contractor / Proposer / Bidder:** Organization/individual submitting a proposal in response to this RFP.
4. **Department / Division:** City of Long Beach, Financial Management
5. **Evaluation Committee:** An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, evaluate the proposals, and select a Contractor.
6. **May:** Indicates something that is not mandatory but permissible.
7. **RFP:** Request for Proposals.
8. **Shall / Must:** Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
9. **Should:** Indicates something that is recommended but not mandatory. If the Proposer fails to provide recommended information, the City may, at its sole option, ask the Proposer to provide the information or evaluate the proposal without the information.
10. **Subcontractor:** Third party not directly employed by the Proposer who will provide services identified in this RFP.

Solicitation Terms & Conditions

1. **COMPLETE CONTRACT:** This Invitation to Bid or any attachments thereto shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach. Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:** Contractor shall upon acceptance of this bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. **PRICES:** Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment. Bidder shall quote its lowest price and best delivery date as no changes are permitted after the bid opening. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to it. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids.
4. **ADDITIONAL CHARGES:** Prices quoted shall include all shipping, handling, unloading, pick-up, inside delivery charges to the location designated at time of order, which shall be within the City of Long Beach. Bidder shall not charge any fees or charges for restocking or service fees for incorrect items, defective items, minimum orders, deliveries, pick-ups, disposals, environmental fees, fuel surcharges, etc.
5. **LOCAL PREFERENCE:** In order to help support the success of businesses in Long Beach, the City of Long Beach has a local preference provision.

In bids for materials, equipment, supplies and nonprofessional services under \$100,000, Long Beach-based businesses meeting the criteria set forth below may have their bid price reduced by ten percent solely for the purpose of determining the lowest responsible bid (if selected as the winning bid, you would be paid based upon your actual bid price, not the reduced price).

The maximum preference a bidder may be awarded pursuant to this Section and any other provision of law shall be ten percent (10%). However, in no case shall the maximum preference cost under this Section exceed ten thousand dollars (\$10,000.00) for any bid.

The City Purchasing Agent has determined that the local preference is applicable to this Invitation to Bid. (The local preference does not apply to bids for all purchases funded in full or a fraction thereof by any tidelands fund, by any grant funds, nor by any funds received from the State of California. This section shall not apply to purchases made pursuant to Section 1801 and 1807 of the City Charter and to bids for public works, as that term is defined in Section 1720(a) of the California Labor Code.)

To qualify for the local preference, eligible bidders must attach copies of the following documents to their bid package:

1. A current, valid business license from the City of Long Beach showing a place of business within the city limits; and

2. A current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.
6. MINIMUM ORDERS: No "minimum orders" will be permitted. Bids indicating a minimum order will be rejected.
7. BRAND NAMES AND SPECIFICATIONS: The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Whenever in the specifications any material or process is indicated or specified by patent or proprietary name and/or by name of manufacturer, such specifications shall be used for the purpose of facilitating descriptions of the material and/or process desired and shall be deemed to be followed by the words "or equivalent.". The contractor may offer any material or process which shall be equal in every respect to that so indicated or specified, provided however, that if the material, process or article offered by the contractor is not, in the opinion of the City of Long Beach, equal in every respect to that specified, then the contractor must furnish the material, process or article specified or one that in the opinion of the City of Long Beach is the equal thereof in every respect. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.
8. SAFETY APPROVAL: Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.
9. SAMPLES: Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense. Testing of materials to confirm compliance with specification is required before contract award.
10. CONDITIONS OF WORK: Bidder is responsible for carefully examining the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work. Any visits to the Site prior to submittal of the bid, shall be at the expense of Bidder.
11. EXAMINATION OF BID: Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

12. DISCREPANCIES IN BID DOCUMENTS: If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request should be submitted electronically via Long Beach Buys at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.
13. ORAL STATEMENTS: The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this Invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.
14. PREPARATION OF BID: The preparation of the bid, shall be at the expense of Bidder. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item.
15. DOCUMENTS REQUIRED TO COMPLETE TRANSACTION: Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
16. PUBLIC RECORDS: Bid will become public record upon award unless the bid or specific parts of the bid can be shown to be exempt by law. Each Bidder may clearly label all or part of a bid as "CONFIDENTIAL" provided that the Bidder thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
17. AWARD: The City prefers to award to a single bidder but reserves the right to award contracts to multiple bidders. The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

18. OFFER VALIDITY: Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder.
19. NO GUARANTEE: The City's purchases of goods and services are based on the City's actual needs and requirements. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available. The City is obligated to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.
20. CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION: When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
21. RIGHT TO REJECT: The City reserves the right, in its discretion, to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, utility, durability or performance of the items.
22. SINGLE BID RECEIPT: If the City receives a single responsive, responsible bid, the City may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid. The City reserves the right to reject such bid or any portion thereof.
23. NON-INTERFERENCE: The Contractor shall not interfere with the public use of the sites and shall conduct its operations so as to offer the least possible obstruction and inconvenience to City employees and the public or disruption to the peace and quiet of the area within which the services are performed.
24. CONTRACTOR PERFORMANCE: Contractor may be ruled "non-responsible" based upon Contractor's unacceptable past performance which may include, but is not limited to: late/non deliveries; partial deliveries; delivery of wrong materials; products not meeting specifications; substitution of product without authorization; providing incorrect prices; or invoicing problems.

25. **DAMAGE CAUSED BY THE CONTRACTOR:** If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage to any City facility, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.
26. **DEFAULT BY CONTRACTOR/ TERMINATION:** Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when , in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the contract.
27. **CONFLICT OF INTEREST:** Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor here in, or does not or shall not have any direct or indirect financial interest in this Contract.

General Contract Terms

28. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
29. This Contract shall be construed in accordance with the laws of the State of California, and the venue for any legal actions brought by any party with respect to this Agreement shall be the County of Los Angeles, State of California for state actions and the Central District of California for any federal actions.
30. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
31. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.

32. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
33. No return or exchange of material, equipment or supplies shall be permitted without written approval by the Department Administrator.
34. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
35. No performance of this contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this contract without said consent shall be null and void and shall constitute a default under this contract. In the event of such a default, the City may immediately terminate this contract. In the event the City consents to assignment or subcontracting, each term and condition of this contract shall be binding on the assigns, successors or administrators of the respective parties. In the event the City consents to subcontracting, the Contractor shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the City of Long Beach. All provisions of that prime contract shall apply to this subcontract." The Contractor and all subcontractors must obtain and maintain in effect a valid City of Long Beach Business License prior to commencement of work, and during the entire time that work is being performed under the contract. The Contractor shall pay all taxes properly assessed against any equipment or property used or required in connection with the performance of security services. Bidder shall list the name and location of the place of business of each Subcontractor who will be a supplier/perform work for the bidder in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.
36. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
37. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as

to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.

38. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
39. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
40. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
41. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
42. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.

43. The City reserves the right to change any portion of the work required, to add and/or delete items, or amend such other terms and conditions that may become necessary. Any such revisions shall be accomplished by written amendment to the contract and executed by the Contractor and the City.
44. The invalidity, unenforceability or illegality of any provision of the contract shall not render the other provisions invalid, unenforceable, or illegal.

Price & Payments

45. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
46. The City shall pay Contractor for the goods or services as described in section 1.2 pursuant to the process set forth in the section entitled "1.4. Contract Management."
47. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
48. Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.
49. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
50. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
51. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

52. Price escalation after the base period may be negotiated, but shall not exceed the most recent available month for the Los Angeles-Riverside-Orange County, CA Consumer Price Index (CPI) for All Urban Consumers for non-labor.

53. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.

Confidentiality & Data Security

54. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.

Indemnification

55. To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City, its Commissions and Boards, and their officials, employees, and agents from and against any and all demands, claims, causes of action, liability, loss, liens, damage, costs, and expenses (including attorney's fees) arising from or in any way connected or alleged to be connected with Contractor's performance of the performance under the Contract or the work under or related to the Contract and from any act or omission, willful misconduct, or negligence (active or passive) by or alleged to be by Contractor, its employees, agents, or subcontractors either as a sole or contributory cause, sustained by any person or entity (including employees or representatives of City or Contractor). The foregoing shall not apply to claims or causes of action caused by the sole negligence or willful misconduct of the City, its Commissions and Boards, or their officials, employees, or agents.

56. In addition to Contractor's duty to indemnify, Contractor shall have a separate and wholly independent duty to defend Indemnified Parties at Contractor's expense by legal counsel approved by City, from and against all Claims, and shall continue this defense until the Claims are resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Contractor shall be required for the duty to defend to arise. City shall notify Contractor of any Claim, shall tender the defense of the Claim to

Contractor, and shall assist Contractor, as may be reasonably requested, in the defense.

57. If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties. The provisions of this section shall survive the expiration or termination of this contract.
58. Contractor shall indemnify, hold harmless and defend the City, its Commissions and Boards, and their officials, employees, and agents from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
59. If the Contractor elects to use subcontractors as set forth in this contract, Contractor agrees to require its subcontractors to indemnify Indemnified Parties and to provide insurance coverage to the same extent as Contractor. The provisions of this section shall survive the expiration or termination of this Contract

Insurance

60. As a condition precedent to the effectiveness of this contract, Contractor shall procure and maintain at Contractor's expense for the duration of this contract from an insurance company that is admitted to write insurance in the State of California or that has a rating of or equivalent to an A:VIII by A.M. Best and Company the following insurance:
 - a. Commercial general liability insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming the City of Long Beach and its officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out of products provided by the Contractor or work or activities performed by or on behalf of the Contractor in an amount not less than Two Million Dollars (US \$2,000,000) per occurrence and Four Million Dollars (US \$4,000,000) in general aggregate. This coverage shall include products and completed operations liability. There shall be no exclusions or limitations regarding contractual liability protection or cross liability protection.

- b. Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against the City of Long Beach and its insurers, officials, employees, and agents.
 - c. If product is delivered by Contractor, commercial automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than One Million Dollars (US \$1,000,000) combined single limit (CSL) covering Symbol 1 ("all autos").
61. Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the City of Long Beach, and its boards, officials, employees, and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.
62. Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.
63. Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than three (3) years. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

64. To the extent more stringent insurance requirements apply in accordance with the City of Long Beach's Administrative Regulation 8-27 (AR 8-27) and its amendments, the currently in-force AR 8-27 regulations and requirements supersede and replace any insurance requirements stated herein.

65. Regulatory Compliance

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

67. PERMITS AND LICENSING: All permits and licenses necessary to the performance the work shall be secured by the Contractor at the Contractor's own expense.

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

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the Purchasing Agent. The form must be submitted and the permit(s) obtained as soon as Contractor receives a notice of award. Contractor shall not order any materials or equipment over \$100,000 from vendors outside California until the form is submitted and the permit(s) obtained and, if Contractor does so, it shall be a material breach of the Agreement. In addition, Contractor shall make all purchases from its Long Beach sales office and the Long Beach sales office of its vendors if those vendors have a Long Beach office and all purchases made by Contractor under this Agreement which are subject to use tax of \$500,000 or more

shall be allocated to the City of Long Beach. Contractor shall require the same form and permit(s) from its subcontractors.

Contractor shall not be entitled to and by signing this Contract waives any claim or damages for delay against City if Contractor does not timely submit these forms to the appropriate governmental entity. Contractor may contact the Budget Analysis Officer for the Department of Financial Management at 562-570-6869 for assistance with the form.

69. CAL/OSHA: All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
70. ENVIRONMENTAL: The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
71. EQUAL OPPORTUNITY: Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.

72. AMERICANS WITH DISABILITIES ACT: Contractor shall have and be allocated the sole responsibility to comply with the Americans with Disabilities Act of 1990 ("ADA") with respect to performance hereunder and contractor shall defend, indemnify and hold the City, its officials and employees harmless from and against any and all claims of failure to comply with or violation of the ADA as said claim relates to this Contract.

73. EQUAL BENEFITS ORDINANCE: Bidders are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 *et seq.*, the Equal Benefits Ordinance. Bidders shall refer to Attachment C for further information regarding the requirements of the Ordinance.

All Bidders shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in Attachment C. Unless otherwise specified in this procurement package, Bidders do not need to submit supporting documentation verifying with their bids/proposals. However, supporting documentation verifying that the benefits are provided equally shall be required if the Bidder that is selected for award of a contract.

74. Awarded Contractor agrees that all public work (as defined in California Labor Code section 1720) performed in relation to this Project (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* If there is a difference between the general prevailing wage rates determined by the Director of the Department of Industrial Relations and the applicable minimum wage rates determined by the Secretary of Labor (federal) for similar classifications of work, the Contractor and its Subcontractor of every tier shall pay their workers not less than the higher wage rate. Contractors are required to pay at least the California minimum wage for the basic hourly rate in all cases where the published prevailing wage rate is below the California minimum wage. Any and all employer payments required by the prevailing wage determinations must also be paid. If the California minimum wage is increased in the future to an amount above that shown in the prevailing wage determination, the basic hourly rate in that determination automatically increases to the new minimum wage.

75. In all bid specifications, contracts and subcontracts for any such Public Work, Awarded Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract, and post them at each job site. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the Awarded Contractor to pay not less than the said prevailing rate of wages to all workers employed by the Awarded Contractor in the execution of this contract. The Awarded Contractor expressly agrees to comply with the penalty provisions

of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1776.” Copies of the prevailing rate of per diem wages are on file at the Labor Compliance Office of City Hall, which shall be made available to any interested party on request.

Additional Requirements

1. Any Contract arising from this procurement process may be funded in whole or in part by various granting agencies. Pursuant to said grants, the Awarded Contractor is required to comply with (and to incorporate into its agreements with any sub-vendors) the following provisions in the performance of the Contract, as applicable.
2. ORDER OF PRECEDENCE: In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.
3. ACCESS TO CONTRACTOR'S RECORDS: The Awarded Contractor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded Contractor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.
4. AMERICANS WITH DISABILITIES ACT: The Awarded Contractor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 (“ADA”), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Contractor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Contractor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Contractor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.
5. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT: The Awarded Contractor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. COMPLIANCE WITH COPELAND “ANTI-KICKBACK” ACT: The Awarded Contractor shall comply with the requirements of the Copeland “Anti-Kickback” Act (18

U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

7. COMPLIANCE WITH DAVIS-BACON ACT: The Awarded Contractor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.
8. COPYRIGHT: The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Contractor shall comply with 25 CFR 85.34
9. DRUG-FREE WORKPLACE: The Awarded Contractor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.
10. ENERGY EFFICIENCY: The Awarded Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
11. ENVIRONMENTAL LEGISLATION: The Awarded Contractor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
12. MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH: In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Contractor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Contractors shall use small, minority, women-owned, or disadvantaged business concerns and

contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

13. NATIONAL PRESERVATION ACTS: The Awarded Contractor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)
14. NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY: The Awarded Contractor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Contractor into any subcontract exceeding \$10,000.
15. PATENT RIGHTS: The Awarded Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.
16. PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT: The Awarded Contractor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded

Contractor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Contractor and all other pending matters are closed.

17. PUBLICATIONS: All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."
18. RIGHTS TO DATA: The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).
19. RIGHTS TO USE INVENTIONS: City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.
20. SYSTEM FOR AWARD MANAGEMENT (SAM): In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

Protest Procedures

Who May Protest

Only a Bidder who has actually submitted a bid is eligible to protest a contract awarded through an Invitation to Bid (ITB). A Bidder may not rely on the protest submitted by another Bidder but must pursue its own protest.

Time for Protest

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all Bidders who submitted a bid via the City's electronic bid notification system at

<http://www.longbeach.gov/purchasing>. A Bidder desiring to submit a protest for a Bid must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5th) business day following posting of notification of intent to award the contract. Bidders are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for Bidders' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's ITB justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the Bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests must be submitted via the email address above. They must include a valid email address and phone number. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the ITB and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within five (5) business days of receipt of protest to the email address provided in the protest. This decision shall be final.

Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of a protest. The Bidder's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.

Attachment A: Supplemental Bid Information & Authorization

An editable version of the template below is available as a downloadable attachment in Long Beach Buys. Bidders should complete the editable template and submit it as an attachment to their bid.

BIDDER INFORMATION		
Organization	Company Name	Sully - Miller Contr.
	Company Address	135 S. State College #400
	Website	
	Federal Tax ID #	[REDACTED]
Authorized Representative	Name	Shon Esparza
	Title	Acct. Manager
	Email Address	Shon.Esparza@Sully-Miller.com
	Phone Number	714-863-1953
Other Point of Contact (if required)	Name	
	Title	↑
	Email Address	↑ same
	Phone Number	↑ same
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit Corporation	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input checked="" type="checkbox"/> Corporation	State and Date of Incorporation: Delaware
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other	
	<input type="checkbox"/> Other	
Do you qualify for the City of Long Beach local preference? (See Section 3 for additional information.) <small>Note per Section 3, to qualify, copies of the following must be included in the bid package: (1) Current, valid business license from the City of Long Beach showing a place of business within the city limits; (2) Current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.</small>	<input checked="" type="checkbox"/> Yes	Under L.A. Ramp
	<input type="checkbox"/> No	<u>BAVN #61090</u>
How many employees does the organization have in total and residing in Long Beach?	308 Total Number of Employees 10 Employees residing in Long Beach	
If other agencies express an interest in participating in this bid, would you supply	<input checked="" type="checkbox"/> Yes	
	<input type="checkbox"/> No	

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

REFERENCES
 Please list customers for whom you have provided similar items and quantities. The City may contact these references to determine product reliability, performance and other information. Failure to include references may result in your bid being rejected.

Reference 1	Company	Los Angeles World Airports
	Contact Person	Franco, Manuel
	Phone Number	310-943-2967
	Email Address	MFRANLO@lawa.org
Reference 2	Company	City of Santa Monica
	Contact Person	Yvette Pierre
	Phone Number	310-458-8721 x 5653
	Email Address	yvette.pierre@santamonica.gov
Reference 3	Company	L.A. D.W.P
	Contact Person	Andrew Tsau
	Phone Number	213-367-3979
	Email Address	Andrew.Tsau@ladwp.com
Reference 4	Company	
	Contact Person	
	Phone Number	
	Email Address	
Reference 5	Company	
	Contact Person	
	Phone Number	
	Email Address	

Attachment A: Supplemental Bid Information & Authorization

An editable version of the template below is available as a downloadable attachment in Long Beach Buys. Bidders should complete the editable template and submit it as an attachment to their bid.

BIDDER INFORMATION		
Organization	Company Name	Sully-Miller Concr.
	Company Address	135 S. State College #400
	Website	
	Federal Tax ID #	[REDACTED]
Authorized Representative	Name	Shon Esparza
	Title	Acct. Manager
	Email Address	Shon.Esparza@Sully-Miller.com
	Phone Number	714-863-1953
Other Point of Contact (if required)	Name	
	Title	↑
	Email Address	same
	Phone Number	
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit Corporation	
	<input type="checkbox"/> Sole Proprietorship	
	<input type="checkbox"/> General Partnership	
	<input checked="" type="checkbox"/> Corporation	State and Date of incorporation: Delaware
	<input type="checkbox"/> Limited Liability Company	
	<input type="checkbox"/> Other	
Do you qualify for the City of Long Beach local preference? (See Section 3 for additional information.) <small>Note per Section 3: to qualify, copies of the following must be included in the bid package: (1) Current, valid business license from the City of Long Beach showing a place of business within the city limits; (2) Current, valid seller's permit (also known as a sales tax permit) showing a place of business within the city limits.</small>	<input checked="" type="checkbox"/> Yes	Under L.A. Ramp
	<input type="checkbox"/> No	BAVN #61090
How many employees does the organization have in total and residing in Long Beach?	308 Total Number of Employees 10 Employees residing in Long Beach	
If other agencies express an interest in participating in this bid, would you supply	<input checked="" type="checkbox"/> Yes	
	<input type="checkbox"/> No	

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

--

REFERENCES

Please list customers for whom you have provided similar items and quantities. The City may contact these references to determine product reliability, performance and other information. Failure to include references may result in your bid being rejected.

Reference 1	Company	Los Angeles World Airports
	Contact Person	Franco, Manuel
	Phone Number	310-943-2967
	Email Address	MFRANLO@lawa.org
Reference 2	Company	City of Santa Monica
	Contact Person	Yvette Pierre
	Phone Number	310-458-8721 x 5653
	Email Address	yvette.pierre@santamonica.gov
Reference 3	Company	L.A. D.W.P
	Contact Person	Andrew Tsau
	Phone Number	213-967-3979
	Email Address	Andrew.Tsau@ladwp.com
Reference 4	Company	
	Contact Person	
	Phone Number	
	Email Address	
Reference 5	Company	
	Contact Person	
	Phone Number	
	Email Address	

ADDITIONAL BID INFORMATION

Please verify the following aspects of your bid.

Payment Terms	Net <u>30</u> ; <u>0</u> % discount in <u>X</u> days.	
Warranty	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If yes, describe: <u>1-Year = one Year</u>	
Number of years of Operation	<u>100</u>	
Plant Location for discharge of product.	Plant Name	<u>Englewood</u>
	Plant Address	<u>447 Railroad Pl. 90302</u>
	Please check item codes available at this plant location.	43 <input checked="" type="checkbox"/>

Price List is as follows: to be entered electronically in Long Beach Buys.

Item No.	Item Code	Description	UOM	Est. Annual Quantity	Unit Price	Extended Unit Price
1	9	Cold-Mix SC-800 Asphalt Concrete D-1 or equivalent (delivered)	Ton	N/A	<u>\$121</u>	Plus TAX ↓
2	43	Type B or equivalent	Ton	N/A	<u>95</u>	
3	44	Type C-1 or equivalent	Ton	N/A	<u>96</u>	
4	45	Type C-2 or equivalent	Ton	N/A	<u>96</u>	
5	46	Type D-1 or equivalent	Ton	N/A	<u>98</u>	
6	47	Type D-2 or equivalent	Ton	N/A	<u>98</u>	
7	48	Type E or equivalent	Ton	N/A	<u>101</u>	
8	49	Type F or equivalent	Ton	N/A	<u>104</u>	
9	60	SS-1H Asphalt Emulsion (Tack)	Gal	N/A	<u>15</u>	
10		Emulsion, Bucket (5 Gallon)	Bucket	N/A	<u>80</u>	
11	NA	Type B 3/4"	Ton	70	<u>95</u>	
12	NA	Type C 1 1/2"	Ton	50	<u>96</u>	
13	NA	Type C 2 1/2"	Ton	50	<u>96</u>	
14	NA	Type D 1 3/8"	Ton	30	<u>98</u>	
15	NA	SS1H Asphalt Tack Coat	Gal	100	<u>15</u>	

→ Plus TAX ←

16	NA	California Sales Tax 10.25%	Lot	<i>Plus</i>	<i>Tax</i>	
----	----	--------------------------------	-----	-------------	------------	--

ESPARZA, Shon (SBREA)

From: LINO, Anthony (SBREA)
Sent: Monday, October 31, 2022 11:29 AM
To: ESPARZA, Shon (SBREA)
Cc: BOMMARITO, Vincent (SBREA)
Subject: FW: LBPP Certification Request for BAVN ID: 61090-Sully-Miller Contracting Company

See below for current LBE status:

RAMP Home Search For Opportunities Business Profiles Support Login

Back to search Home > Vendor Search > Sully-Miller Contracting Company

Sully-Miller Contracting Company

Information	Addresses
ID 61090	Website http://www.sully-miller.com
Registered As Prime & Sub	Business ID #ing 2800 Avenida Barbosa Irvine, CA 92708 United States
Hours of Operation	
Email info@sully-miller.com	
Phone (714) 878-9200	
Fax 714-878-9872	
Person Anthony Lino - estimating@sully-miller.com	

Summary

23710 Water and Sewer Line and Related Structures Construction

Author
Anthony Lino - estimating@sully-miller.com

Summary

NAICS Codes
23710 Water and Sewer Line and Related Structures Construction
23790 Other Heavy and Civil Engineering Construction
23730 Highway, Street, and Bridge Construction

Certifications
LBE(LA), LBE(Harbor), OBE

California Entity Number

Non-Profit No

Sole Proprietor No

State or Professional License Numbers

** The City of Los Angeles does not endorse, takes no responsibility for, nor exercises control over the information by the linked organizations. The City of Los Angeles is also not responsible for its view, content, text files or search for the accuracy or accessibility of the information. The City of Los Angeles also reserves the right to use any copyrighted materials containing third party websites. Users must request such information and authorization from the sponsor or owner of the linked website.





**SULLY-MILLER
CONTRACTING Co.**

A COLAS COMPANY

Anthony Lino
Pre-Construction Manager
Office 714-578-9135
Mobile 714-720-7460
anthony.lino@sully-miller.com

Sully-Miller Contracting Co.
135 S. State College Blvd., Suite 400
Brea, CA 92821
www.sully-miller.com

From: Andrea Lao <andrea.lao@lacity.org>
Sent: Tuesday, November 16, 2021 11:49 AM
To: LD DL-SUL-BIDS (SBREA) <bids@sully-miller.com>
Cc: TA, Kevin (SBREA) <kevin.ta@sully-miller.com>
Subject: LBPP Certification Request for BAVN ID: 61090-Sully-Miller Contracting Company

Message sent from Internet with andrea.lao@lacity.org email address

Security warning : Do not click on the links or attachments contained in this message unless you are sure of the sender's address.

APPROVAL

Hello Anthony and Kevin,

Our office has now completed our review of the LBPP certification request under BAVN ID: 61090 for Sully-Miller Contracting Company. Based on the information submitted at this time, your firm has been approved* for the following certification:

Local Business Enterprise (LBE) – 5 year certification

Your certification is effective as of 11/16/2021 and will appear in your BAVN profile.

* To remain certified and be given the preference, firms must continue to meet the City's Local Business Preference Ordinance #187121 certification criteria and complete an LBPP application/renewal form based on the length of each certification. Firms will be required to submit supporting documents to demonstrate their continued eligibility for LBPP. We continue to reserve the right to re-evaluate your certification eligibility anytime it is deemed necessary.

Upon receipt of information believed by the Awarding Authority to be reliable and which indicates that the Local Business no longer qualifies for certifications under the LBPP for more than 60 days during the entire time of the Contract, the Awarding Authority shall withhold or recover funds from the Contractor in an amount that represents the value of the designated certification preference percentage of the executed contract.

(Local Business Preference Program - "Supplier and/or Regular Dealer" Definition

The Local Business Enterprise (LBE) is applicable to all competitive bids involving expenditures in excess of \$150,000.

The Local, Small Business (LSB) and Local Transitional Employer (LTE) are applicable to all competitive bids involving expenditures under \$150,000. This note is to inform all bidders that the City of Los Angeles, Department of Public Works, Bureau of Contract Administration as the Designated Administrative Agency (DAA) for the Local Business Preference program has issued the following definition update in relation to the application of preference credits to material and/or equipment suppliers:

"Preferences will be awarded for equipment, goods or materials contracts only if the Local Business or the Local Subcontractor:

(a) Designs, manufactures, or assembles the equipment, goods, or materials where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles; or (b) Acts as a Supplier and/or Regular Dealer where a minimum of two-thirds of the work under the contract is performed at a business location within the County of Los Angeles. A Supplier and/or Regular Dealer means a business that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. Additionally, the firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not Suppliers and/or Regular Dealers. A person may be a Supplier and/or a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as previously described if the person both owns and operates distribution equipment for the products. Any supplementing of a Supplier's and/or Regular Dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis."

Andrea Lao
andrea.lao@lacity.org
(213)847-2601

SUB-CONTRACTOR INFORMATION	
Does the bid include subcontractors?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If applicable, provide the following for all subcontractors included in this bid.	
Organization	Company Name
	Company Address
Authorized Representative	Name
	Title
	Email Address
	Phone Number
Other Point of Contact (if required)	Name
	Title
	Email Address
	Phone Number
What type of enterprise is the organization?	<input type="checkbox"/> Non-Profit <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> General Partnership <input type="checkbox"/> Corporation <i>State and Date of incorporation:</i> <hr/> <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other
Which specific requirements of this ITB will the subcontractor perform?	
Is the subcontractor registered with the California Department of Industrial Relations? If yes, provide registration number.	
How many employees does the organization have in total and residing in Long Beach?	<hr/> Total Number of Employees <hr/> Employees residing in Long Beach

NONE

NONE

zero

CONTRACT NO. CE-22-116

SIGNATURE PAGE

I certify that:

- i. I am authorized by the bidder to submit this Invitation to Bid. NOTE: FAILURE TO COMPLY MAY RESULT IN DISQUALIFICATION OF YOUR BID. ALL SIGNATURES MUST BE NOTARIZED IF THE ENTITY IS LOCATED OUTSIDE THE STATE OF CALIFORNIA.
 - a. INDIVIDUAL (Doing Business As): The only acceptable signature is the owner of the company. (Only one signature is required.)
 - b. PARTNERSHIP: The only acceptable signature(s) is/are that of the general partner or partners.
 - c. CORPORATION: Two (2) officers of the corporation must sign; OR the signature of one officer or the signature of person other than an officer is acceptable if the Bid is accompanied by a certified corporate resolution granting authority to said person to execute contracts on behalf of the corporation.
 - d. LIMITED LIABILITY COMPANY: The signature on the bid must be a member or, if the Articles provide for a manager, must be the manager. (Only one signature is required.)
- ii. Under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.
- iii. No City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Bidder herein, or does or shall have any direct or indirect financial interest in a potential resulting Contract.

SCOTT W. BOTTOMLEY		01-24-2023
Name SCOTT BOTTOMLEY, VICE PRESIDENT	Signature	Date
CITY OF LONG BEACH AUTHORIZATION		
IN WITNESS WHEREOF the City of Long Beach has caused this contract to be executed as required by law as of the date stated below.		
City Manager	Signature	Date
CITY OF LONG BEACH APPROVAL AS TO FORM		
Deputy City Attorney	Signature	Date

CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

<u>TITLE</u>	<u>NAME</u>
Chairman Of The Board	John Harrington
President	William Joseph Thomas Boyd
Vice President, CFO, Treasurer and Assistant Secretary	Christopher Winter
Vice President and Assistant Secretary	Scott Bottomley
Secretary	Anthony L. Martino, II
Assistant Secretary	Curtis Weltz
Assistant Secretary	Jeff Galterio

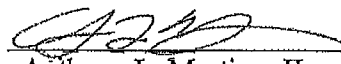
I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 3, 2020, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

“BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby.”

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 1st day of June, 2021.

(SEAL)



Anthony L. Martino, II
Secretary
Sully-Miller Contracting Company
135 S. State College Blvd., Ste. 400
Brea, CA 92821



MEMORANDUM

To: All Employees
From: Erlic Munguia, Human Resources Director
RE: **EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

It is the policy of Sully-Miller Contracting Co. not to discriminate against any applicant for employment, or any employee because of age, color, sex, disability, national origin, race, religion, or veteran status.

Sully-Miller Contracting Co. will take affirmative action to ensure that the EEO Policy is implemented, with particular regard to: advertising, application procedures, compensation, demotion, employment, fringe benefits, job assignment, job classification, layoff, leave, promotion, recruitment, rehire, social activities, training, termination, transfer, upgrade, and working conditions.

Sully-Miller Contracting Co. will continue to make it understood by the employment entities with which it deals, and in employment opportunity announcements that the foregoing is company policy and all employment decisions are based on individual merit only.

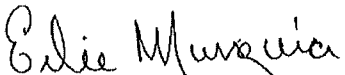
All current employees of Sully-Miller Contracting Co. are requested to encourage qualified disabled persons, minorities, special disabled veterans, and Vietnam Era veterans to apply for employment, on the job training or for union accommodations for qualified disabled individuals.

It is the policy of Sully-Miller Contracting Co. that all company activities, facilities, and job sites are non-segregated.

It is the policy of Sully-Miller Contracting Co. to ensure and maintain a working environment free of coercion, harassment, and intimidation at all job sites, and in all facilities at which employees are assigned to work.

Any violation of the policy should be immediately reported to your supervisor or the company EEO Officer.

EEO Officer: Erlic Munguia, Human Resources Director
Address: 135 S. State College Blvd., Brea, CA 92821
Telephone: 714-578-9502
Email: Erlic.Munguia@Sully-Miller.com


Erlic Munguia, EEO, Ethics & Compliance Officer

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Sally Miller ^{PBA} Blue Diamond Federal Tax ID No. [REDACTED]
Address: 135 S. State College
City: Yreka State: CA. ZIP: 92821
Contact Person: Shon Esparza Telephone: 714-863-1853
Email: Shon.Esparza@Sally-Miller.com Fax: N/A

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:

 By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or

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

Contractor may be deemed to be in material breach of the Contract. In the event of a material breach, the City may cancel, terminate or suspend the City agreement, in whole or in part. The City also may deem the Contractor an irresponsible bidder and disqualify the Contractor from contracting with the City for a period of three years. In addition, the City may assess liquidated damages against the Contractor which may be deducted from money otherwise due the Contractor. The City may also pursue any other remedies available at law or in equity.

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

Printed Name: Shon Esparza Title: Acct. Manager

Signature: [Handwritten Signature] Date: 1-30-23

Business Entity Name: Sally-Miller Cont.

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

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

Yes _____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 30 day of June, 2013, at Ireca Ca., Ca.

Name Shon Esparza Signature [Signature]

Title Act. Manager Federal Tax ID No. _____

Section	ItemCode	Type	Item Desc	Unit	Measure	Quantity	Reference	Manufacture	Model	Nun	Brand	Req	Brand	Spec	Delivery Loc	Unit Price
Main Bid			43 Type B or Equivalent	TON		100									Will-Call	\$95 PLUS TAX
Main Bid			44 Type C-1 or Equivalent	TON		100									Will-Call	\$98 PLUS TAX
Main Bid			45 Type C-2 or Equivalent	TON		100									Will-Call	\$98 PLUS TAX
Main Bid			46 Type D-1 or Equivalent	TON		100									Will-Call	\$98 PLUS TAX
Main Bid			47 Type D-2 or Equivalent	TON		100									Will-Call	\$98 PLUS TAX
Main Bid			48 Type E or Equivalent	TON		100									Will-Call	\$101 PLUS TAX
Main Bid			49 Type F or Equivalent	TON		100									Will-Call	\$104 PLUS TAX
Main Bid			9 SC800 Asphalt Concrete D-1 or Equivalent	TON		100									Various Locations	\$121 PLUS TAX
Main Bid			60 SSII Emulsion (Tack)	GAL		100									Will-Call	\$15 PLUS TAX
Main Bid			Emulsion 5 GAL	BUCKET		100									Will-Call	\$80 PLUS TAX
Main Bid			Type B 3/4"	TON		70									Will-Call	\$85 PLUS TAX
Main Bid			Type C 1 1/2"	TON		60									Will-Call	\$98 PLUS TAX
Main Bid			Type G 2 1/2"	TON		60									Various Locations	\$111 PLUS TAX
Main Bid			Type D 1 3/8"	TON		30									Will-Call	\$66 PLUS TAX
Main Bid			SS II Asphalt Tack Coat	GAL		100									Will-Call	\$16 PLUS TAX



SULLY-MILLER CONTRACTING CO.

License 747612A

135 S. State College Blvd., STE. 400 ♦ Brea, CA 92821 ♦ PHONE 714-578-9600

License Certificate

I certify under penalty of perjury under the laws of the State of California that the following is true and correct:

CSLB:

747612-A

Scott Bottomley, Vice-President

Galterio, Assistant Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number **747612**

Entry **CORP**

Business Name **SULLY - MILLER CONTRACTING
COMPANY**

Classification(s) **A**

Expiration Date **03/31/2024**

www.cslb.ca.gov



Policy Number TB2-631-510805-022
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS WITH
PRODUCTS/COMPLETED OPERATIONS COVERAGE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

**Name of Additional Insured Person(s) or
Organization(s):**

Location of Covered Operations:

City of Long Beach - City Purchasing Agent

Furnish Asphalt Concrete - F.O.B. Point

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization where required by a "written contract" you have entered into where the contract requires the entity to be added as an additional insured under your Policy; and
2. The particular person or organization, if any, shown in the Schedule of this endorsement at the location(s) shown in the Schedule above.

B. The insurance provided to the additional insured is limited as follows:

1. The person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part, by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your ongoing operations specified in the "written contract"; or
 - b. "Your work" that is specified in the "written contract" but only for "bodily injury" or "property damage" included in the "products-completed operations hazard", and only if:

(1) The "written contract" requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. If the "written contract" specifically requires you to provide additional insurance coverage via:
 - a. The 10/01 edition of CG2010 (aka CG 20 10 10 01);
 - b. The 10/01 edition of CG2037 (aka CG 20 37 10 01); or
 - c. The 11/85 edition of CG2010 (aka CG 20 10 11 85),

then in Paragraph **B.1.** above, the words "caused, in whole or in part, by" are replaced by the words "arising out of".

3. We will not provide the additional insured any broader coverage or any higher limit of insurance than:
 - a. The maximum permitted by law;
 - b. That is required by the "written contract";
 - c. That is described in **B.1.** above; or
 - d. That is afforded to you under this Policy,whichever is less.
4. Notwithstanding anything to the contrary in Condition **4. Other Insurance** of **Section IV – Commercial General Liability Conditions**, this insurance is excess over all other insurance available to the additional insured, whether on a primary, excess, contingent or any other basis. But if required by the "written contract" to be primary and non-contributory, this insurance will be primary and non-contributory relative to insurance on which the additional insured is a Named Insured.
5. The insurance provided to the additional insured does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of:
 - a. The rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities; or
 - b. Any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this Coverage Part.

C. Section IV – Commercial General Liability Conditions is amended as follows:

1. The **Duties In The Event Of Occurrence, Offense, Claim Or Suit** condition is amended to add the following additional conditions applicable to the additional insured:

An additional insured under this endorsement will as soon as practicable:

- (1) Give us written notice of an "occurrence" or an offense which may result in a claim or "suit" under this insurance, and of any claim or "suit" that does result;
- (2) Except as provided in Paragraph **B.4.** of this endorsement, make available any other insurance the additional insured has for a loss we cover under this Coverage Part;
- (3) Send us copies of all legal papers received, and otherwise cooperate with us in the investigation, defense, or settlement of any claim or "suit"; and
- (4) Tender the defense and indemnity of any claim or "suit" to any other insurer or self insurer whose policy or program applies to a loss we cover under this Coverage Part. But if the "written contract" requires this insurance to be primary and non-contributory, this provision **(4)** does not apply to insurance on which the additional insured is a Named Insured.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive from the additional insured written notice of a claim or "suit".

- D. Only for the purpose of the insurance provided by this endorsement, **Section V – Definitions** is amended to add the following definition:

"Written contract" means a written contract or written agreement that requires you to make a person or organization an additional insured on this Coverage Part, provided the contract or agreement:

1. Is currently in effect or becomes effective during the term of this Policy; and
2. Was executed prior to:
 - a. The "bodily Injury" or "property damage"; or
 - b. The offense that caused the "personal and advertising injury",
for which the additional insured seeks coverage under this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):

City of Long Beach - City Purchasing Agent

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.



BA20230020183

B1375-1229 01/05/2023 9:07 AM Received by California Secretary of State



STATE OF CALIFORNIA
Office of the Secretary of State
STATEMENT OF INFORMATION
CORPORATION
 California Secretary of State
 1500 11th Street
 Sacramento, California 95814
 (916) 653-3516

For Office Use Only
-FILED-
 File No.: BA20230020183
 Date Filed: 1/5/2023

Entity Details			
Corporation Name	SULLY-MILLER CONTRACTING COMPANY		
Entity No.	2068266		
Formed In	DELAWARE		
Street Address of Principal Office of Corporation			
Principal Address	135 SOUTH STATE COLLEGE BLVD., SUITE 400 BREA, CA 92821		
Mailing Address of Corporation			
Mailing Address	135 SOUTH STATE COLLEGE BLVD., SUITE 400 BREA, CA 92821		
Attention			
Street Address of California Office of Corporation			
Street Address of California Office	135 SOUTH STATE COLLEGE BLVD., SUITE 400 BREA, CA 92821		
Officers			
Officer Name	Officer Address	Position(s)	
WILLIAM JOSEPH THOMAS BOYD (PRESIDENT)	135 SOUTH STATE COLLEGE BLVD., SUITE 400 BREA, CA 92821	Chief Executive Officer	
Anthony L. Martino II	73 Headquarters Plaza, North Tower, Tenth Floor Morristown, NJ 07960	Secretary	
<input checked="" type="checkbox"/> CHRISTOPHER WINTER	3 BECKER FARM RD SUITE 307 ROSELAND, NJ 07068	Chief Financial Officer	
Additional Officers			
Officer Name	Officer Address	Position	Stated Position
None Entered			
Agent for Service of Process			
California Registered Corporate Agent (1505)	CORPORATION SERVICE COMPANY WHICH WILL DO BUSINESS IN CALIFORNIA AS CSC - LAWYERS INCORPORATING SERV Registered Corporate 1505 Agent		
Type of Business	CONTRACTING COMPANY		
Type of Business			
Email Notifications			
Opt-in Email Notifications	No, I do NOT want to receive entity notifications via email. I prefer notifications by USPS mail.		
Labor Judgment	No Officer or Director of this Corporation has an outstanding final judgment issued by the Division of Labor Standards Enforcement or a court of law, for which no appeal therefrom is pending, for the violation of any wage order or provision of the Labor Code.		

Electronic Signature

By signing, I affirm that the information herein is true and correct and that I am authorized by California law to sign.

Anthony L. Martino II

01/05/2023

Signature

Date

17-078820



Secretary of State
Statement of Information
(California Stock, Agricultural
Cooperative and Foreign Corporations)

SI-550

142

FILED
Secretary of State
State of California
SEP 12 2017

IMPORTANT — Read instructions before completing this form.

Fees (Filing plus Disclosure) – \$25.00;

Copy Fees – First page \$1.00; each attachment page \$0.50;
Certification Fee - \$5.00 plus copy fees

1. Corporation Name (Enter the exact name of the corporation as it is recorded with the California
Secretary of State. Note: If you registered in California using an assumed name, see instructions.)
Sully-Miller Contracting Company

2. 7-Digit Secretary of State File Number

C2068266

31/25/CC
This Space For Office Use Only

3. Business Addresses

Table with 4 columns: Address, City, State, Zip Code. Rows include Principal Executive Office, Mailing Address, and Principal California Office.

4. Officers

The Corporation is required to list all three of the officers set forth below. An additional title for the Chief Executive Officer and Chief Financial Officer may be added; however, the preprinted titles on this form must not be altered.

Table with 5 columns: Officer Name, First Name, Middle Name, Last Name, Suffix, Address, City, State, Zip Code. Rows include Chief Executive Officer, Secretary, and Chief Financial Officer.

5. Director(s)

California Stock and Agricultural Cooperative Corporations ONLY: Item 5a: At least one name and address must be listed. If the Corporation has additional directors, enter the name(s) and addresses on Form SI-550A (see instructions).

Table with 5 columns: Director Name, First Name, Middle Name, Last Name, Suffix, Address, City, State, Zip Code.

6. Service of Process (Must provide either Individual OR Corporation.)

INDIVIDUAL – Complete Items 6a and 6b only. Must include agent's full name and California street address.

Table with 5 columns: Agent Name, First Name, Middle Name, Last Name, Suffix, Address, City, State, Zip Code.

CORPORATION – Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) – Do not complete item 6a or 6b
Corporation Service Company which will do business in California as CSC - Lawyers Incorporating Service C 1592199

7. Type of Business

Describe the type of business or services of the Corporation
Road Construction and Materials

8. The information contained herein, including in any attachments, is true and correct.

08/21/17

Dennis Gansen

Vice President

Date

Type or Print Name of Person Completing the Form

Title

Signature

Handwritten signature of Dennis Gansen



I hereby certify that the foregoing transcript of _____ page(s) is a full, true and correct copy of the original record in the custody of the California Secretary of State's office.

SEP 15 2017

JK

Date: _____

Handwritten signature of Alex Padilla in cursive.

ALEX PADILLA, Secretary of State

Section	ItemCode	Type	ItemDesc	UnitOfMeasure	Quantity	Reference	Manufacture	Model/Nun	BrandReq	BrandSpec	DeliveryLoc	UnitPrice
Main Bid			43 Type B or Equivalent	TON	100						Will-Call	\$95 PLUS TAX
Main Bid			44 Type C-1 or Equivalent	TON	100						Will-Call	\$96 PLUS TAX
Main Bid			45 Type C-2 or Equivalent	TON	100						Will-Call	\$96 PLUS TAX
Main Bid			46 Type D-1 or Equivalent	TON	100						Will-Call	\$98 PLUS TAX
Main Bid			47 Type D-2 or Equivalent	TON	100						Will-Call	\$98 PLUS TAX
Main Bid			48 Type E or Equivalent	TON	100						Will-Call	\$101 PLUS TAX
Main Bid			49 Type F or Equivalent	TON	100						Will-Call	\$104 PLUS TAX
Main Bid			9 SC800 Asphalt Concrete D-1 or Equivalent	TON	100						Various Locations	\$121 PLUS TAX
Main Bid			60 SSIH Emulsion (Tack)	GAL	100						Will-Call	\$15 PLUS TAX
Main Bid			Emulsion 5 GAL	BUCKET	100						Will-Call	\$80 PLUS TAX
Main Bid			Type B 3/4 "	TON	70						Will-Call	\$95 PLUS TAX
Main Bid			Type C 1 1/2 "	TON	50						Will-Call	\$96 PLUS TAX
Main Bid			Type C 2 1/2 "	TON	50						Various Locations	\$111 PLUS TAX
Main Bid			Type D 1 3/8 "	TON	30						Will-Call	\$98 PLUS TAX
Main Bid			SSIH Asphalt Tack Coat	GAL	100						Will-Call	\$15 PLUS TAX

