

BID NUMBER PA-01206

TO: CITY OF LONG BEACH  
CITY MANAGER  
ATTN: CITY CLERK  
333 West Ocean Boulevard, Plaza Level  
Long Beach, California 90802



INVITATION TO BID

LEAD ABATEMENT SERVICES

CONTRACT NO. 29943

- COMPLETE CONTRACT:**  
This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
- 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.
- AMOUNT TO BE PAID:**  
The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
- 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.
- DECLARATION OF NON-COLLUSION:**  
The undersigned certifies or declares under penalty of perjury that this bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: Los Angeles CA ON THE 2nd DAY OF August, 2006

COMPANY NAME: Universal Abatement Services TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 1450 S. Burlington CITY: Los Angeles STATE: CA ZIP: 90006

PHONE: 213-632-2350 FAX: 213-632-2354

SI <u>[Signature]</u> (SIGNATURE)	<u>President</u> (TITLE)
<u>Kalani Childs</u> (PRINT NAME)	<u>KC@tee.com</u> (EMAIL ADDRESS)
SI <u>[Signature]</u> (SIGNATURE)	<u>Vice President</u> (TITLE)
<u>Eric Youssef</u> (PRINT NAME)	<u>eric@tee.com</u> (EMAIL ADDRESS)

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

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

THE CITY OF LONG BEACH

BY [Signature] 2/9/07  
Director of Financial Management Date

APPROVED AS TO FORM

ROBERT E. SHANNON  
CITY ATTORNEY

[Signature]  
Deputy

2/6, 2007

**BID NUMBER PA-01206**

The following information is submitted regarding the bidder:

Legal Form of Bidder:

Corporation State of CA  
Partnership State of \_\_\_\_\_  
General Limited  
Joint Venture  
Individual DBA \_\_\_\_\_  
Limited Liability Company State of \_\_\_\_\_

Composition of Ownership (more than 50% 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

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 562-570-6362.**

## INSTRUCTIONS TO BIDDERS

### 1. PREPARATION OF BID:

The preparation of the bid, including visits to the Site prior to submittal of the bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the bid and shall be disregarded by the City. Any changes or corrections in the bid must be initiated in ink by the person signing the bid. 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 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. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within 14 days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax bids are acceptable.

**NOTE: ALL PAGES OF THE INVITATION TO BID MUST BE RETURNED.**

### 2. EXAMINATION OF BID:

Bidder is responsible for examining the Invitation to Bid and submitting its bid complete and in conformance with these instructions.

### 3. CONDITIONS OF WORK:

Bidder shall carefully examine the Site to become fully informed regarding all existing and expected conditions and matters, which could affect performance, cost or time of the Work.

### 4. 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 must be received by the City Purchasing Agent 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.

### 5. 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.

### 6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design, and construction of items required. 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.

### 7. AWARD:

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. The City reserves the right 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. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order 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.

### 8. PAYMENT:

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.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 18430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

### 9. 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.

### 10. PUBLIC WORK AND PREVAILING WAGES:

In the performance of public work under any Contract, the Contractor shall comply with provisions of Standard Specifications for Public Works Construction, latest edition, and City of Long Beach Amendments thereto. Where labor is required for public work as part of this Contract, Contractor shall pay no less than the prevailing wages set by the Director of the Department of Industrial Relations of the State of California. Copy of wage schedule can be obtained from the City Engineer.

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

**INSTRUCTIONS TO BIDDERS**

**11. RIGHT TO REJECT:**

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

**SUBMIT TO:**

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

**12. 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.

**BID DUE DATE: August 9, 2006**

**TIME: 11:00 AM**

**13. 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.

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

**A. COMMERCIAL (TERMS AND CONDITIONS, ETC)**

LEE E. WAYNE 562/570-6039  
BUYER TELEPHONE NUMBER

**B. TECHNICAL (SPECIFICATIONS, DRAWINGS, ETC.)**

CHRIS LEE 562/570-4484  
DEPARTMENT CONTACT TELEPHONE NUMBER

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

The City of Long Beach subscribes to the following goals concerning awards for equipment, material, supplies and services.

Fifteen Percent (15%) MBE Participation  
Fifteen Percent (15%) WBE Participation

Whenever possible, Contractor should seek to accomplish these goals.

**16. BID OPENING PROCEDURES:**

All bids will be publicly opened and read at the date and time specified in Instructions to Bidders, item 15.

It is our policy not to release price information on these bids until the department has reviewed them and award has been approved by City Council and the City Attorney. At that time, the information becomes public. You are welcome to review the results at that time by calling the buyer that handled that bid and setting up an appointment. Due to the large volume of bids received, bid results will not be given out by phone and information will not be faxed.

After the Purchasing Division has analyzed the bids, the name of the apparent low bidder will be posted on the Internet for a period of one month, together with the rankings of the top three bidders. These rankings will not contain price information.

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within seven (7) calendar days after the date of the bid opening.

**SUBCONTRACTORS**

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

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

Company Name: None

Address: \_\_\_\_\_

Commodity/Service Provided: \_\_\_\_\_

Circle appropriate designation: MBE WBE

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

Certified by: \_\_\_\_\_

Valid thru: \_\_\_\_\_

Dollar value of participation: \$ \_\_\_\_\_

**15. BID SUBMITTAL AND WITHDRAWAL OF BIDS:**

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening bids. Withdrawals will be returned to Bidder unopened. Failure to respond to three (3) Invitations to Bid without reason may constitute cause to remove Bidder's name from the bidding list.

**17. INTER-AGENCY PARTICIPATION:**

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

YES  NO

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

**18. 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.

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. 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.
3. 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.
4. 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.
5. 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 the Contractor for such an adjustment must be made within thirty days of such change.
6. 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 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.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. 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.
9. 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.
10. 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.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. 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.
13. 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.
14. 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 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.

15. 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.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. 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.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Any indebtedness of Contractor to the City, its officials and employees 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.
20. Contractor shall indemnify, hold harmless and defend the City, its officials and employees 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.
21. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
22. 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.
23. 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.
24. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
25. Contractor shall submit samples of all documents that Contractor may require 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.
26. 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.
27. 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.
28. 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 City Controller, Barbara Hennessy, at (562) 570-6450 for assistance with the form.

29. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve 50% 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.

30. THE FOLLOWING ADDITIONAL CONDITIONS APPLY ONLY IN CASES WHERE THE CONTRACTOR IS TO PERFORM WORK ON CITY PROPERTY:

A. If at any time during the progress of the Work, Contractor shall allow any indebtedness to accrue for labor, equipment, or materials, or which may become a claim against the City, Contractor shall immediately upon request from the City pay such claim or indebtedness or cause such lien to be dissolved and discharged by giving a bond or otherwise and, in case of his failure so to do, the City may withhold any money due Contractor until such claim or indebtedness is paid or may apply such money toward the discharge thereof; or in such event the City may, at its option, declare this Contract to be terminated, take possession and control of the Work, and complete the same or cause the same to be completed according to the specifications. Contractor shall pay to City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

B. Contractor shall carry on the Work at his own risk until the same is fully completed and accepted and shall, in case of any accident, destruction or injury to the Work or materials before its final completion and acceptance, repair or replace the Work or materials so injured, damaged and destroyed, at his own expense and to the satisfaction of the City. When materials and equipment are furnished by others for installation or erection by Contractor, Contractor shall receive, unload, store and handle same at Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

C. Contractor shall procure and maintain at Contractor's expense for the duration of the Contract the following insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the Contract by Contractor, his agents, representatives, employees or subcontractors:

(1) Comprehensive General Liability: \$1,000,000 combined single limit for each occurrence or \$2,000,000 General Aggregate for bodily injury, personal injury and property damage, including products and completed operations coverage.

The City, its officials, employees and agents shall be named as additional insured's as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of Contractor; premises owned, leased or used by Contractor.

(2) Automobile Liability: \$500,000 combined single limit per accident for bodily injury and property damage covering owned, non-owned and hired vehicles.

(3) Workers' Compensation as required by the California Labor Code and employers Liability limits of \$1,000,000 per accident.

Any self-insurance program and self-insured retention must be separately approved in writing by the City.

Each insurance policy shall be endorsed to state that coverage shall not be cancelled by either party or reduced in coverage except after thirty (30) days prior written notice to the City.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California or carriers with a rating of or equivalent to A: VIII by A. M. Best & Company. Any deviations from this rule shall require written approval from the City's Purchasing Agent.

All coverage's for subcontractors shall be subject to the requirements stated herein and shall be maintained at no expense to the City.

Contractor shall furnish the City with certificates of insurance and original endorsements providing coverage as required above. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Before any of Contractor's or Subcontractor's employees shall do any work on City's property, Contractor shall furnish the City with the required certificates evidencing that such insurance is being maintained. Such certificates shall specify the date when such insurance expires. Such insurance shall be maintained until after the Work under the Contract has been completed and accepted.

Such insurance as required herein or in any other documents to be considered a part hereof shall not be deemed to limit the Contractor's liability under this contract.

- D. Contractor shall defend, indemnify and hold harmless the City, its officials and employees from and against any liability for claims for bodily injury and property damage arising out of negligent acts, omissions or errors of any employee of the Contractor at the Site.
- E. Contractor shall list the name and location of the place of business of each subcontractor who will perform work, labor, or services for Contractor, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The subcontractor list shall be submitted with contractor's bid.



## SPECIAL CONDITIONS

### **1. GENERAL**

#### **A. DESCRIPTION**

The City of Long Beach Department of Health and Human Services Lead Program is seeking the services of multiple qualified Lead Abatement Contractors to conduct lead hazard remediation in residential housing units. Bidders will be considered for qualification to become an "Approved Contractor".

The City will issue a Blanket Purchase Order to "Approved Contractors", who will subsequently be invited to competitively bid on individual lead hazard remediation projects. Bids on individual lead hazard remediation projects will be evaluated and subsequently awarded to an Approved Contractor. Contractors who are awarded Project Contracts must provide all goods and services in accordance with the terms and conditions outlined herein. Becoming an Approved Contractor provides no guarantee of an award of a Project Contract.

Approved Contractors must maintain in good standing all requirements in these special conditions, but not limited to applicable license, permits, certifications, insurances and bonding. Contractors shall immediately notify the City Purchasing Agent and the Lead Program Project Coordinator of any change in anything required by these Special Conditions.

#### **B. ADDENDUM TO GENERAL CONDITIONS**

"Bidder" may mean "Contractor" and "Contractor" may mean "Bidder" depending on the context.

If any part of this Contract is in conflict with the law or held unenforceable or invalid for any reason, that part shall be void to the extent that it is in conflict or unenforceable, but shall not invalidate this Contract nor shall it affect the validity or enforceability of any other provision of this Contract.

Contractors shall immediately inform the City of any investigation, citation or legal action by any state or federal agency or commercial or private party related to Contractor's performance for the City.

#### **C. AMENDMENT TO GENERAL CONDITIONS**

Item #30, page 8, Contract - General Conditions, is amended to include work performed on and off City property.

#### **D. APPROVED CONTRACTOR SELECTION**

Contractor's bid prices for each bid item will be multiplied by an assigned Cost Variable to create a Cost Score. The individual Cost Scores will be added to create a Final Cost Score. Contractor's bid prices will be analyzed based on this Final Cost Score. The Cost Variables and Final Cost Scores will be sealed in an envelope with the invitation for bids is advertised and that envelope will be opened with the bids.

## **SPECIAL CONDITIONS**

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the award of contracts, taking into consideration the bidder's pricing, experience, references, equipment, facility, operations, quality, fitness, capacity and adaptability in respect to the requirements of the specifications for the services proposed. Any bidders deemed "non-responsible" and rejected on these bases are entitled to a public hearing in accordance with the Long Beach Municipal Code.

### **E. BONDS**

Within ten (10) days after the notification that it is an approved Contractor, the Contractor shall submit a Faithful Performance Bond and a Labor and Materials Bond for \$50,000 each. The Bonds shall be submitted on forms obtained at the Office of the City Purchasing Agent, and submitted to the City Purchasing Agent at Long Beach City Hall, 333 West Ocean Blvd., Plaza Level, Long Beach, California 90802. An appropriate Notarial Acknowledgment shall accompany signature of all sureties whether the company is located inside or outside of the State of California. The City Purchasing Agent will send a Blanket Purchase Order (BPO) to the Contractor.

### **F. SUBCONTRACTORS**

The Contractor must ensure that all subcontractors are aware of, and meet the terms of, the conditions and terms set forth in this Contract with the exception of submittal costs. Contractor shall furnish to the City a listing of all subcontractors, who will perform ½ of 1% of the cost of the work, indicating the work to be subcontracted and the subcontracted amount, when submitting a bid on a project. Any changes in the subcontractor listing shall be made in accordance with the Public Contract Code. The assigned Contractor is ultimately responsible for all the terms and conditions set forth in this contract.

### **G. CONTRACT PERIOD**

Blanket Purchase Orders issued to Approved Contractors will be valid for one year. This Contract may be extended by mutual agreement for up to three additional periods of one year each, at the sole discretion of the City. If the City intends to exercise its option, the City shall so notify the Contractor 90 days prior to the expiration date. There shall be no price increases during any one-year extension period.

## ~~SPECIAL CONDITIONS~~

### **H. RETENTION OF RECORDS**

Contractor must retain and provide access to the City of Long Beach and the State Department of Health Services all books, documents, papers and records related to employee medical records and lead hazardous waste testing and disposal for seven (7) years and all other documents which are directly pertinent to the Contract for a period of three (3) years after the City makes final payment and all other pending matters are closed.

### **I. AUDITS**

Representatives of the Long Beach Lead Program, City Manager, or City Auditor, Cal EPA / DTSC, HUD, any HUD authorized or endorsed program evaluation entity, and the Comptroller General of the United States shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the performance and activities of the specific Project Contract for the purpose of making audit, examination, excerpts, and transcriptions.

### **J. NONCOMPLIANCE**

Noncompliance with any part of this Contract is grounds for suspension of additional work or termination.

### **K. SCHEDULING PROJECT CONTRACTS**

Project scheduling must be completed within one week after notification of an award of contract. Contractor start dates must allow reasonable time for tenant notification and unit preparation and shall:

- . Be agreed on by the Contractor, the City and the property owner
- . Begin no later than 10 weeks after the notice of award of contract
- . Meet any specific scheduling requirements provided in the scope of work
- . Not interfere with work previously scheduled

The standard acceptable completion schedule for one property shall be no more than ten (10) working days (two weeks with no holidays) unless justified in writing and agreed to by the City.

## SPECIAL CONDITIONS

### **2. REQUIREMENT FOR PROJECTS**

#### **A. COORDINATION WITH GOVERNMENTAL REGULATIONS**

Contractor shall conduct all aspects of its operation in compliance with all federal, state and local laws, rules, and regulations including applicable regulatory lead abatement hazard control standards and safe work practices. Such practices include, but are not limited to, the most current updates and revisions in effect at the time of work performance for:

##### **i) LEAD IN CONSTRUCTION**

Contractor shall conduct all work practices in accordance with Title 17 of the California Code of Regulations – Section 36100. Contractor shall comply with 24 CFR Part 35, et al, Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule.

##### **ii) CAL OSHA**

Contractor shall conduct all work practices in accordance with Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1. Contractor must maintain a Worker's Health and Safety Program that includes medical surveillance to assure that no employee is exposed to lead at concentrations greater than fifty micrograms per cubic meter of air ( $50\text{mg}/\text{m}^3$ ) averaged over an 8-hour period must be maintained in practice and with written documentation. Engineering and work practice controls to reduce and maintain employee exposure to lead below the permissible exposure limit must be conducted to the extent that such controls are feasible. Precautions shall include training, appropriate work practices, occupant and worker protection, and environmental protection and controls. Worker decontamination must include a wash area. All disposable coveralls are to be HEPA vacuumed prior to disposal. If the disposable coveralls are not worn by workers in contained areas then the contractor must meet all the provisions of Title 8 Section 1532.1(g) including ensuring the protective clothing be removed at the end of the work shift in a suitable changing area and placed in a properly labeled closed containers.

##### **iii) AIR RESOURCES**

Contractor shall comply with the provisions of AQMD Ruling 1113 of 1977 and any subsequent amendments, and the standards and regulations issued hereunder, and certify that all items will conform to and comply with said standards and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses, including attorney's fees and court costs, arising from Contractor's failure to comply with the Ruling and the standards issued under it, and for the failure of the items furnished to comply with it.

##### **iv) EQUAL EMPLOYMENT OPPORTUNITY**

Contractor shall comply with Executive Order entitled "Equal Employment Opportunity".

## SPECIAL CONDITIONS

### v) ENVIRONMENTAL CONDITIONS

The Contractor shall conduct all operations in accordance with Cal EPA – DTSC Standards for Waste Storage, Characterization and Disposal.

The Contractor shall conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES). No litter, paint, debris, oil grease, green waste or other materials and substances may enter gutters, storm drains or receiving waters.

Contractor shall comply with the requirements and orders issued under Section 306 of the Federal Clean Air Act, Section 508 of the Clean Water Act, Executive order 11738 and all Environmental Protection Agency regulations.

Contractor shall comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act.

### vi) LABOR REGULATIONS

Contractor shall comply with Sections 103 and 107 of the Federal Contract Work Hours and Safety Standards Act as supplemented by U.S. Department of Labor Regulations. The Federal funding legislation for this program stipulates that The Davis-Bacon Act does not apply to this program.

### vii) HUD FUNDED PROJECTS

The Contractor must not be included on the U.S. General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs". The Contractor may not be "Suspended or Debarred" on any similar or other official Federal List of excluded parties.

Contractor shall comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 and its regulations at 24 CFR Part 135.

Contractor shall comply with Title 31 U.S.C. Sec. 1352 – "Limitation On Use Of Appropriated Funds To Influence Certain Federal Contracting And Financial Transactions". Contractor and its subcontractors must certify that they will not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action including the:

- a) Awarding of any Federal contract
- b) Making of any Federal grant
- c) Making of any Federal loan
- d) Entering any cooperative agreement

## SPECIAL CONDITIONS

- e) Extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, unless such person complies with 31 U.S.C. Sec. 1352, Subsection (b), including the filing of a declaration as required by the Lobbying Disclosure Act of 1995 and other requirements and penalties pursuant to Subsections (c) through (g) of this Code.

Contractor shall comply with the "Enforcement of the Drug-Free Workplace Act". Contractor and its subcontractors, must certify that they the standards of this Act including the publishing of a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition, and meet the other requirements of this Act.

Contractor shall comply with the "Enforcement Of Seat Belt Usage Per Executive Order 13043." Contractor and its subcontractors must certify that they will adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

### **B. WORKMANSHIP**

- All lead hazard control measures must conform to the methods and safe work practices established by the most recent version of the "HUD Guidelines for the Evaluation and Control of Lead-Based Paint in Housing", Title 17 of the California Code of Regulations, Division 1, Chapter 8, "Accreditation, Certification, and Work Practices For Lead-Based Paint and Lead Hazards," Cal OSHA Title 8 Lead-In-Construction Standard – CCR Section 1532.1, and any more stringent standards required by the Long Beach Department of Health and Human Services (LBDHHS). Contractors shall visually inspect units during the pre-bid walk and bid prices shall include cleaning (including pre-cleaning) of units per Chapter 14 of the HUD Guidelines.
- All systems receiving interventions, treatment, and/or replacement must be reassembled to good working order and approved by LBDHHS.
- Paint which is required to be removed to base wood from the friction / impact surfaces of components must also be removed at least ¼ inch beyond or up to the thickness of the component, whichever is less. Overlapping paint removal on adjacent surfaces must be feathered / filled in, as needed, prior to repainting.
- The preparation of painted surfaces must be completed per paint manufacturer's recommendations and the following shall also be completed: All surfaces must be dry, clean and free of oil, grease, dirt and mildew. All rust must be removed from metal surfaces. All cracking, peeling or blistering paint, which is not adhered to the substrate, must be removed in a lead-safe manner. All cracks, seams and other surface defects shall be filled with structurally sound material (plaster, stucco, wallboard, fix-all or a similar product). Spackling compound may be used only to fill small holes or cracks (such as nail holes) less than ½" in length on interior components. Exterior caulking, with a warranty of

## SPECIAL CONDITIONS

50 years or more, must be used to fill non-structural defects and seams on wood components. Uneven dry paint film, such as voids or alligating, must be reduced and feathered in order to produce a smooth, continuous appearance. This finished work must have a uniform finish, be even and free from brush marks, runs, sags or holidays. Hairline cracks (cracks too small to accept filler materials) are not required to be repaired.

- The application of all surface coatings specified must be done in accordance with the manufacturer's instructions and in a professional manner. **All painted surfaces** must be first painted with a primer coat, including windows prior to glazing/reglazing, to a full and uniform coverage and then a finish topcoat (gloss for wood trim) to a full and uniform coverage. Unless otherwise specified, topcoat paint shall be 100% acrylic-latex and the color and gloss matched to the existing paint. All primers must be in accordance with topcoat paint manufacturer's recommendations.
- All specified single and double hung windows must have: 1) heavy duty or tempered glass and glazing installed with sash replacements (per Uniform Building Code), 2) double-glazed glass installed in weatherization windows, 3) glazing repaired/maintained for all window treatment with sashes primed below newly applied glazing compounds, 4) new nylon ropes reconnected to original weights and operate smoothly when rehung, 5) replacement weights installed if missing or have sash balances installed as determined by LBDHHS Project Staff, 6) original hardware maintained, including removal of all paint, and reinstalled hardware (latches, etc.), 7) missing or defective hardware replaced with new and installed hardware, 8) all new replacement components approved by LBDHHS, and 9) the upper sash secured only on those windows which were originally designed to be secure.
- All specified exterior window and door components (jambs, casings, stops etc.) must have the seams caulked using exterior caulking, with a warranty of 50 years or more. Where feasible, caulking shall be applied during component assembly to ensure a uniform and complete seal. All visible caulking shall have a smooth and uniform finish. All systems shall have a proper, weatherproof fit. Weather-stripping of exterior door and window systems (including threshold molding) shall be in good working order.
- All costs shall include any repair of components damaged during renovations (i.e. walls adjacent to windows, cabinets or doors that have undergone treatment or replacement.) Repairs include patching, sanding and painting components to match existing surface, or replacing and painting the component as needed.
- When applicable, the owner will select the colors and gloss, and ensure selection is consistent with any applicable Historic Preservation and/or Historic District requirements.
- All building materials must meet current construction standards. When architectural components are to be replaced, they shall be replaced with components similar in materials and construction as the original components.

## **SPECIAL CONDITIONS**

### **C. EXERCISE OF DUE DILIGENCE**

The Contractor shall provide all required safety equipment including, but not necessarily limited to, personal protective safety equipment, protection against falls, warning signs and barriers, and any other items or equipment deemed necessary to conduct the work in a safe and legal manner. The Contractor shall familiarize itself with all existing surface installations on the sites and shall provide adequate safeguards to prevent damage to existing structures and improvements. Any damage caused by the Contractor shall be repaired at the Contractor's sole cost and expense. At all times the work areas shall be maintained in as orderly a manner as possible to prevent the scattering of debris in, and damage to, areas adjacent to the work sites including automobiles, trees, shrubs, walks and driveways.

Contractor shall follow all applicable laws and regulations and shall use reasonable methods at the work sites, and in the area adjoining the work sites, which is under the Contractor's control to safeguard against injury, damage or loss to persons and to properties of third parties. All damages resulting from the negligent or improper discharge of the duties aforementioned shall be paid by the Contractor. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses (including reasonable attorney's fees, and court costs) against the City by third parties so injured or damaged.

Contractor shall comply with all applicable health and safety codes in order to maintain soil dust and lead dust levels within the site boundaries, in accordance with those requirements. The Contractor shall not conduct paint removal on exterior surfaces when the wind velocity is 15 MPH or greater. Work sites must be left clean of paint drippings, splatters, over-sprays, and all debris associated with the work.

Contractor shall take every effort to minimize noise.

### **D. HAZARDOUS MATERIALS**

#### **i) GENERAL**

Costs including, but not limited to, proper handling, transportation and final disposal of hazardous and non-hazardous waste, including the disposable of personal protective clothing worn by City representatives, must be reflected in all bid prices. Contractor shall store, characterize (test), and properly dispose of all byproducts, remainder and waste resulting from its work. Contractor shall determine whether or not the disposal site/facility is properly licensed and holds the proper permits and shall only dispose of items at properly licensed facilities. Contractor shall handle and dispose of hazardous materials in accordance with the strictest standard (state and federal) of all U.S. and California hazardous waste handling, and disposal laws, rules, and regulations. Contractor shall defend, indemnify, and hold harmless the City, its officials, employees and agents from and against all claims, demands, damages, causes of action, loss, liability, costs, and expenses, including attorney's fees and court costs, arising from Contractor's failure to comply with this Section.



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### ii) WASTE SEGREGATION

Potential hazardous waste must be segregated into the following four categories.

**Category 1 - Low Lead Waste** includes filtered personal wash water and mop water, disposable personal protective clothing (including clothing worn by City representatives) that has been HEPA vacuumed before disposal and plastic sheeting that has been misted and cleaned before disposal.

**Category 2 – Architectural Components** and home furnishings (i.e. carpet).

**Category 3- Concentrated Lead Waste includes** paint strippings, lead paint chips and dust, HEPA vacuum debris and filters and disposable cleaning supplies (rags, sponges, wet wipes, mop heads).

### **Category 4 – Soil**

### iii) HAZARDOUS WASTE GENERATOR - EPA ID NUMBERS

Category 1 waste will typically be classified as either hazardous or non hazardous waste based on the work practices conducted by the Contractor. Category 1 waste characterized as hazardous waste must be disposed of utilizing the Contractor's EPA ID number.

A property owner "Temporary EPA ID Number" issued from the Department of Toxic Substances Control can be utilized for Category 2, Category 3 and Category 4 waste. The property owner's temporary ID cannot be used by the Contractor for Category 1 (Low lead waste).

### iv) CHEMICALS

Use of any chemicals or hazardous materials by Contractor shall be subject to approval of the City, and shall be done in accordance with the manufacturer's directions and specifications.

### v) ASBESTOS

In the event that the Contractor encounters material on the site reasonably believed to be asbestos that has not been rendered harmless, the Contractor shall immediately stop work in the area affected, report the condition to the City in writing, and secure the area. Work in the affected area shall not be resumed except by written agreement between the City and Contractor.

### vi) RECORDS

Contractor shall furnish to the LBDHHS a copy of all waste-related records and maintain these records for seven [7] years. Such records include copies of signed laboratory waste characterization results, chain of custody forms and hazardous waste manifests. All waste-related records must still be submitted to the City of Long Beach with the Contractor's invoice.

## SPECIAL CONDITIONS

### E. CERTIFICATIONS

Unless otherwise specified, a current "Lead-In-Construction" State of California Certification, issued by the California Department of Health Services, is required of all project supervisors and workers. Copies of all project supervisor and worker certifications must be furnished to the City for each certified lead in construction worker and supervisor allowed access to the property. Current certifications must be submitted to the City prior to the expiration of any "Lead-In-Construction" certification as long as the Blanket Purchase Order is in effect.

When bidding on individual Projects, the City may notify Contractors that uncertified workers who have completed a HUD approved one-day training course may be utilized in accordance with State and Federal Laws. Proof of course completion must be provided to the City for all persons that have completed the one-day training course and who have access to the property.

The Contractor must provide to the City proof of Medical Surveillance and Respiratory Protection of any person who may be exposed to lead in accordance with Cal OSHA Standards. Blood lead level sampling and analysis must be conducted by a laboratory approved by OSHA. Current verification must be submitted to the City prior to the expiration of the documentation as long as the Blanket Purchase Order is in effect. Documentation to be provided by the Contractor to the City includes:

- A physician's opinion containing blood lead levels that determines if that person is medically qualified to work with lead and any restrictions that may be applicable to this requirement.
- The laboratory blood lead level results at the frequency specified by Cal OSHA.
- A current physician's opinion that determines if that person is medically qualified to wear a respirator and identifies any medical restrictions that may be applicable to this requirement.
- Annual verification of respirator fit test by the person who administered the test or the Contractor.

Unless otherwise approved by the City in writing, medical surveillance and respiratory protection documentation must be provided for every worker that is allowed access to the property. Contractors may submit a request for exemption from Cal OSHA medical surveillance and respiratory protection requirements for individuals that are not exposed to any level of lead. Contractors requesting these exemptions must furnish to City a letter stating the names and State Lead In Construction Certification number of workers that will not be allowed in contained areas, as well as a description of the duties these workers will be performing.

### F. LICENSES AND PERMITS

The Contractor must maintain a Class B, State Contractor's License that includes asbestos certifications. The Contractor must be registered with the Department of Industrial Relations, Division of Occupational Safety and Health for asbestos abatement work.

## SPECIAL CONDITIONS

Contractor shall provide to the City proof of compliance with all applicable permitting and licensing laws, including but not limited to, copies of all permits and licenses required by law and herein. Contractor shall maintain in good standing all applicable licenses and permits related to the manufacture and delivery of bid items and related supplies and shall immediately notify City of any change in the status, or the terms or conditions, of any permit or license related to these Special Conditions.

### G. NOTIFICATIONS

Prior to conducting abatement (including hazard control), the Contractor shall submit an Abatement of Lead Hazards Notification form DHS 8551 (12/97) to the State Department of Health Services and post copies of the completed form at all entrances to the work. The form shall not be removed until abatement has been completed.

Prior to conducting abatement (including hazard control), the Contractor must provide notification as required by law to the State of California Department of Industrial Relations, Division of Occupational Safety and Health a completed Lead Work Pre-Job Notification Form (available online at <http://www.dir.ca.gov/DOSH/Permits.html>). The Contractor must deliver a copy of the completed form to the State Division of Occupational Safety and Health, and mail a copy of the form to the Department of Health and Human Services Lead Program as directed by the City.

### H. PROJECT MONITORING

A list of "Personnel and Subcontractors with Access Property" must be submitted to the City identifying the name of each person or entity (including subcontractors) that will be allowed access to the property. Included on each list there must be a lead in Construction Supervisor who must be available to be at the worksite when requested or otherwise required. The Contractor shall assure that no individual other than those whose credentials have been submitted to the City and representatives of the City are allowed entry to the worksite.

Project monitors must be given full access to the work area to monitor contractor work practices and ensure work is conducted in accordance with applicable regulations and these requirements. In the event that the Project monitor identifies unsafe work practices, the Contractor shall immediately halt work until corrective action has been completed. The Contractor's Certified Supervisor must be present at the worksite within 1 hour after notification if poor workmanship or unsafe work practices are observed.

The City will assign Project monitors to act as observer in accordance with Cal/OSHA Construction Safety Orders, Lead Section 1532.1(o) Observation of Monitoring and shall be allowed to utilize the decontamination and wash areas, including HEPA vacuum for disposable coveralls. This does not relieve the Contractors of their obligation to conduct monitoring and furnish observers in accordance with Cal OSHA standards.

Contractor may work during weekends and holidays; however, work done on those days will be done with the understanding that City personnel may not be available during those days for monitoring and clearances.

## **SPECIAL CONDITIONS**

Each lead abatement contractor must thoroughly understand the Project work requirements prior to submitting a bid. It is the Contractor's responsibility to provide clarification to workers of what work needs to be conducted and how this work should be completed. The Contractor's Certified Supervisor must be present at the worksite within 1 hour after notification if workers need clarification of work assignments.

### **I. SECURITY AND RESPONSIBILITY FOR PERSONAL & REAL PROPERTY**

The Contractor shall be responsible for the security of residences, furnishings and property of the residents at all times (including off-work hours, holidays, and weekends) from the time the resident(s) vacate the unit until reoccupation by the resident(s). Only City representatives and personnel the Contractor has identified to the City may have access to the property. The Contractor shall secure and lock all accesses to the unit. Any unit key provided to the Contractor shall be returned to the resident after the unit passes final clearance and the resident has returned to the unit.

The Contractor shall pay restitution to the tenant and/or owner for any item(s) lost or damaged which occurred during the tenant vacancy. The Contractor shall video-record the condition of the property and the personal possessions left on the property and use these tapes to demonstrate to the City the invalidity of any disputed claims. The Contractor shall video-record the interior and exterior of each unit immediately after the tenant(s) vacate the unit and again immediately prior to re-occupancy. The video-records must be maintained for a minimum of six (6) months after the City makes final payment and all other pending matters are closed. The Contractor shall give these videotapes to the City within 24 hours after the City request them.

### **J. COMMUNICATION**

The Contractor must ensure that persons responsible for the worksite can be reached by phone in case of emergency whenever (including off-work hours, holidays and weekends) the resident(s) vacate the unit, until the unit is reoccupied by the resident. Contractors with active worksite projects must attend weekly progress meetings at the City as requested by the City in a punctual manner. The supervisor must be able to be present at the work area in less than one hour after a message is left with the Contractor.

### **K. CHANGE ORDERS**

Change orders must be submitted in writing by the Contractor, signed by the Contractor, and their costs approved with signatures by the Lead Program Coordinator and the City staff designated for that specific Project. All items not outlined in the bid must be priced separately, and substantiated with sufficient detail to verify actual cost. Change Orders must also include the amount of additional time needed to complete the new work, as approved by the City. Upon approval, they will be considered and reimbursed as part of the Project.

### **L. QUALITY ASSURANCE**

For each unit or area to be cleared, all lead hazard control and rehabilitation must be completed prior to final clean and final clearance. Contractor will be provided a clearance worksheet with an itemized list of all lead hazard control and rehab items. The Contractor

## SPECIAL CONDITIONS

must verify that each line item is complete by initialing adjacent to each item prior to requesting final clearance.

### M. FINAL CLEAN

Final clean shall be started no earlier than one (1) hour after completion of all lead hazard-control and other construction activities. Vacuuming should begin on the ceilings and end on the floors, sequenced to avoid passing through rooms already cleaned. All rooms and surfaces must be included in the HEPA vacuum process. HEPA vacuum, TSP or other lead-specific detergent wash, and again HEPA vacuum all horizontal layers of plastic, floors, window sills, window wells (if applicable), overhead window and door moldings, and any other exposed surfaces of work area(s) and adjacent rooms. Vacuum porches, sidewalks, driveways, and other exterior surfaces if exterior hazard control work was conducted or if debris was stored or dropped outside. Non - HEPA vacuums are not allowed on the worksite.

### N. FINAL CLEARANCES

After all of the lead-related construction and non-lead related construction, including final clean, is completed, ask the City to conduct final clearance. The property must meet the dust threshold limits as follows:

#### Interior Surfaces:

Floors: <40  $\mu\text{g}/\text{ft}^2$   
Horiz. Window Surfaces (except wells): <250  $\mu\text{g}/\text{ft}^2$   
Window Wells: <400  $\mu\text{g}/\text{ft}^2$

#### Exterior Surfaces:

Floors: <800  $\mu\text{g}/\text{ft}^2$   
Horiz. Window Surfaces: <800  $\mu\text{g}/\text{ft}^2$

The levels of lead property in bare soil is not to exceed the following limits:

For children's play areas.....less than 400 micrograms per gram (<400 PPM)

For all other areas .....less than 1000 micrograms per gram (<1000 PPM)

Any clearance failure that requires re-cleaning must be conducted under the direct supervision of a lead in construction certified supervisor. Re-cleaning is the responsibility of the Contractor at the Contractor's sole expense. Notifying the City that a unit is ready for clearance prior to completion of work constitutes a clearance failure.

### O. EARLY TERMINATION OF WORK

If the work is terminated pursuant to an order of any Federal or State authority, Contractor shall accept as full and complete compensation such an amount of money that will reflect the percentage of work completed by the Contractor as of the date of such termination, and for which Contractor has not been paid. If the work is so terminated, the City shall determine the percentage of work completed and its determination shall be final. The City may utilize the Contractor's Faithful Performance Bond for job completion if the termination order is due to the Contractor not performing the work to the standards established by a State or Federal agency.

### P. COSTS BEYOND COMPLETION SCHEDULE AND CLEARANCE FAILURES

The Contractor shall pay for re-testing associated with failed clearance tests except:

## **SPECIAL CONDITIONS**

- If the previous five units or areas tested (regardless of project contract) passed clearance.
- OR**
- The previous fifteen consecutive units or areas tested (regardless of project contract) passed clearance and the Contractor subsequently failed no more than two clearances in five consecutive tests.

Retesting costs will be set at one hundred dollars (\$100) per retest and include inspectors' and assessors' time, laboratory costs and transportation. The City may withhold these costs from one or more payments due to Contractor. The Contractor shall pay for re-testing of any two successive failed clearance tests of the same unit or area regardless of the above conditions.

Because damages suffered by the City due to Contractor's failure to complete work on time would be extremely difficult or impractical to determine, the Contractor shall pay to the City, or have withheld from monies due to Contractor, as liquidated damages and not as a penalty, the sum of \$225 per day that the Contractor fails to complete work in accordance with the time schedule for the work excluding delays due to severe weather, fire, earthquakes, or civil disturbances.

Any Contractor who continually under-estimates the date of completion or fails to pass final clearance may be barred from future individual worksite bids.

### **Q. INVOICES**

Contractor shall submit upon completion of each job an original numbered invoice on the Contractor's business stationery describing the following:

- The appropriate BPO number as indicated on the BPO release (purchase order).
- A description of the "Notice to Proceed" and/or "Change Order" including the property address, which authorized the Contractor to conduct work.

With the invoice, the Contractor must provide a copy of the signed "Notice to Proceed" and/or "Change Order" for which the Contractor is invoicing, as well as copies of the results of hazardous waste characterization laboratory analysis, copies of the completed manifest verifying final waste disposal, and associated chain of custody forms.

### **R. PAYMENT**

The City may withhold payments or portions of payments in accordance with the "Costs Beyond Completion Schedule And Clearance Failures" section above. In addition, payments or portions of payments may be withheld by the City due to defects in Contractor's work. Any payments or portions withheld will be retained by the City with no interest accruing, until the defects are corrected.

### **S. WARRANTY**

The Contractor shall guarantee all work against defects in materials and workmanship for twelve (12) months after the passed clearance date of the entire Project. On notice from the City within that period, the Contractor shall promptly remedy any defects due to faulty

## SPECIAL CONDITIONS

materials or workmanship at no cost to the City. If the Contractor fails to correct the defects within ten (10) business days, the City may remedy the defects by whatever means necessary, including contracting with another contractor to perform the work. The original Contractor shall pay any costs and damages incurred by the City in this regard.

### **T. BIDDING PROJECT CONTRACTS**

Contractors who have not complied with these Special Conditions or have not performed to the City's satisfaction of specific Projects (including but not limited to agreed project schedules, warranty issues and clearance failures) may be temporarily excluded from bidding on Projects.

The City will notify Approved Contractor(s) of the time and day that a walk-through of the property is scheduled. The Contractor(s) will be provided a written scope of work that identifies specific lead hazard control and rehabilitation treatments to be conducted and the dust sampling results of the original risk assessment. For some projects, the Contractor will be provided a time frame that limits when the work must be either conducted and/or completed by. Contractors shall inspect the property and furnish bids to the City three [3] working days after the scheduled walk-through of the property at 5:00 PM. Contractors have the right to underbid (but may not overbid) the original prices furnished to the City in the bid section of this Contract.

All bids must include costs for labor, materials, and equipment necessary to implement and complete the Project in accordance with all of the specifications herein. All costs furnished to the City by the Contractor, whether for abatement, hazard-control, and/or rehabilitation, shall include all required preparation, set-up, containment, cleaning, security services, waste characterization (TTLC, STLC and TCLP) as required by law, by an AIHA, ELPAT, and ELLAP accredited laboratory, and disposal of all construction debris and/or hazardous waste materials at a facility that has the correct permits/license for such disposal.

Included with each bid, the Contractor shall provide to the City the number of days (not including weekends and holidays) needed to complete all work within each residential unit. This information is used to determine the number of days the occupant requires temporary relocation. The Contractor is not responsible for costs associated with daytime or overnight relocation of the residential unit, except as described in the "Costs Beyond Completion Schedule and Clearance Failures" section of this Contract.

Included with the bid, the Contractor shall provide to the City the number of days to complete the entire Project. The standard acceptable completion schedule for an entire project shall be no more than ten (10) working days (two weeks with no holidays) unless justified in writing and agreed to by the City. The actual contractor work schedule will be agreed upon by the Awarded Contractor and the property owner.

Included with the bid, the Contractor shall provide to the City a list of all personnel and entities (including subcontractors) the Contractor intends to utilize to complete the Project. A "Lead in Construction Certification Type", "Lead in Construction Certification Number" and

## **SPECIAL CONDITIONS**

"Date Certification Expires" shall be included for each State Certified Lead in Construction person listed. At least one "Lead in Construction Supervisor must be included on the list. Only City personnel and those persons identified by the Contractor will be allowed access to the property.

### **U. NOTICE TO PROCEED**

The City will return a signed and dated copy of the "Notice to Proceed" with the work. All lead-based paint removal / control shall be performed by the assigned Contractor as directed by authorized City representatives.



## SPECIAL CONDITIONS

### **3. RESPONDING TO THIS INVITATION TO BID**

#### **A. MANDATORY PRE-BID CONFERENCE**

A mandatory pre-bid conference will be held for the purpose of answering questions. Due to the nature and scope of work and specific standards required by the City, no bid will be accepted from a bidder who fails to attend the pre-bid conference. Bidders will be required to sign in at the pre-bid conference.

The pre-bid conference will take place:

Time: 10:00 AM to 12:00 Noon

Date: July 10, 2006

Location: City of Long Beach – DHHS  
2525 Grand Ave. Room 204  
Long Beach, CA 90815

#### **B. CONTRACTOR'S QUALIFICATION AND SUBMITTAL REQUIREMENTS**

Approved Contractor must submit any additions, omissions or revisions to the below information to the City during the term of the Blanket Purchase Order.

##### **i) PROOF OF INSURANCE**

In addition to the insurance requirements described in section 30 of the General Conditions (Comprehensive General Liability, Automobile Liability and Workers Compensation), the Contractor must maintain an occurrence-based Pollution Liability Insurance with limits not less than \$1,000,000 from a company admitted in California or a non-admitted company having a rating of A:VIII by A.M. Best Company. Either proof of insurance or a "Letter of Commitment" from an insurance company acceptable to the City must be included with your bid for each insurance specified. "Letter of Commitment" submittals must indicate that specific adequate insurance coverage shall be provided at the time of award of Contract.

Proof of all insurance must be provided to the City prior to becoming approved and must be maintained for the duration of the Blanket Purchase Order. If the Contractor fails to provide proof of insurance within 30 days after notification of award of selection as an Approved Contractor, the City may elect not to give final approval to the Contractor.

These insurance requirements apply to all tiers of subcontractors. The subcontractors must all supply evidence of workers' compensation as well as their own liability insurance, or evidence the Contractor is covering all liability under its coverage by including all tiers of its subcontractors as additional insureds.

##### **ii) CERTIFICATIONS**

Furnish the name, address and copies of available current State of California Lead-in-Construction Certifications and Fit Test records for each Supervisor and Worker that is directly employed by the person or entity submitting this bid. At least one certified supervisor must be included in your submittal.

## SPECIAL CONDITIONS

### iii) SUBCONTRACTORS

Submit a list of current subcontractors that you anticipate to use if awarded projects under this Contract. Identify any subcontractor that are State of California Lead-in-Construction certified and furnish the name, address and copies of current Certifications. Where this section is not applicable, there should be a written statement stating this is not applicable.

### iv) LICENSES

The Contractor shall have and maintain a current California Class B General Building Contractor's License and an Asbestos Certification License registered with the Department of Industrial Relations, Division of Occupational Safety and Health. Information is to be provided on the below "Statement Of License And Certification".

### v) REFERENCES

Furnish on a list identifying a minimum of three (3) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar services. The City intends to contact these customers to determine reliability, Contractor's performance and service and other information. Failure to include customer's references may void bid.

### vi) LITIGATION

Supply a statement regarding all pending or completed litigation or settlements regarding services provided by the Contractor, regardless of company name, that were not settled prior to June 30, 2003. Where this section is not applicable, there should be a written statement stating this is not applicable.

### vii) PROJECT CONTRACT BID PRICES

The Contractor shall submit a maximum price for each task listed below. All of the prices furnished must include costs for labor, materials, and equipment necessary to implement and complete the tasks in accordance with the specifications herein. The prices furnished shall not include sales tax.

**SPECIAL CONDITIONS**

The following prices are for one unit each (one window system, one door system, etc.), unless otherwise specified. All work shall be completed in accordance with the Special Conditions herein.

**1. INTERIOR (NON-FRICTION) paint stabilization**

Wet scrape interior components using lead safe work practices; prep, patch and paint designated surfaces.

	Price Per Square Foot
a) Accessible Surfaces (including doors, decks, floors, walls, baseboards, chair rails, mantles, stair treads).....	<u>114,00</u>
b) Less Accessible Surfaces (including interiors of built-ins, cabinets, crown moldings and ceilings).....	<u>118,00</u>
c) Detailed Components (Including banister, balusters, detailed trim etc.).....	<u>120,00</u>

**2. SINGLE SASH WINDOW TREATMENT**

Remove lower sash from the window frame assembly and remove paint to base wood on all friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; remove paint from all original hardware; replace ropes, missing weights, and reconnect or install sash balances; replace parting bead; wet scrape all remaining interior and exterior non-friction window system surfaces (e.g., upper and lower sashes, casing, trim, header, apron, etc.); reassemble window; secure upper sash; reinstall original / replace missing or defective hardware (latches, pulleys, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

WINDOW SIZES	Small:	12" x 18" or smaller or 216 sq. in. or less
	Medium:	larger than 12" x 18" to 24" x 36" or >216 sq. in. to 864 sq. in.
	Large:	larger than 24" x 36" or >864 sq. in.

	Small	Medium	Large
Single Sash Window Treatment. Unit Price .....	<u>700,00</u>	<u>800,00</u>	<u>900,00</u>

SPECIAL CONDITIONS

**3. WINDOW SYSTEM TREATMENT / DUAL SASH REPLACEMENT**

Remove and replace all sashes (with heavy-duty window glass) from the window frame assembly; remove paint to base wood on all remaining friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; remove paint from all original hardware; replace ropes, missing weights, and reconnect or install sash balances; replace parting bead; wet scrape all remaining interior and exterior non-friction window system surfaces (upper and lower sashes, casing, trim, header, apron, etc.); reassemble window; secure upper sash as needed; reinstall original / replace missing or defective hardware (latches, pulleys, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

	Small	Medium	Large
Window System Treatment with Replacement of Upper and Lower Sash .....	<u>700.<sup>00</sup></u>	<u>800.<sup>00</sup></u>	<u>900.<sup>00</sup></u>

**4. CASEMENT WINDOW TREATMENT**

Remove casement window sash from the window frame assembly and perform paint removal to base wood on all friction and impact surfaces, all interior and exterior jambs, stop moldings, sills and troughs; wet scrape all remaining interior and exterior non-friction window system surfaces (sash, casing, trim, header, apron, etc.); remove paint from all original hardware; reinstall / reset window in friction-free manner; reinstall original / replace missing or defective hardware (i.e. latches, etc.); paint all interior and exterior window system surfaces; patch glaze/reglaze window glass, as needed.

	Small	Medium	Large
Casement Window Treatment, Unit Price .....	<u>650.<sup>00</sup></u>	<u>700.<sup>00</sup></u>	<u>750.<sup>00</sup></u>

**5. ALUMINUM WINDOW REPLACEMENT**

Replace window with a new double glazed, enameled aluminum insert window into the existing frame; remove paint to base wood on all remaining interior and exterior sills and jambs; wet scrape remaining window system components (e.g., casing, trim, apron, etc.); prep and paint all window system surfaces.

	Small	Medium	Large
Aluminum Window Replacement, Unit Price .....	<u>500.<sup>00</sup></u>	<u>600.<sup>00</sup></u>	<u>700.<sup>00</sup></u>



SPECIAL CONDITIONS

**9. FLOOR CLEANING TO ELIMINATE IDENTIFIED LEAD HAZARDS (ASSUME FURNITURE MOVING)**

a. Clean non-porous floor (vinyl, tile, sealed wood, etc.), Price Per Square Foot .....	<u>5.00</u>
b. Clean carpeted floor, Price Per Ten (10) Square Yards, Price Per Square Foot .....	<u>6.00</u>
c. Clean wood floor, seal with one (1) coat of polyurethane, Price Per Square Foot .....	<u>10.00</u>
d. Additional coat of polyurethane (to #c. above), Price Per Square Foot.....	<u>5.00</u>

**10. EXTERIOR SURFACE (NON-FRICTION) PAINT STABILIZATION**

Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.

	Price Per Square Foot
a) 1st Floor Flat Surfaces (including walls, doors, ceilings, fences, vents, porch beams, etc...) .....	<u>5.00</u>
b) 1st Floor Detailed Surfaces (including security bars, contoured gutters etc.) .....	<u>15.00</u>
c) 1st Floor Eaves, Soffits, Rafters, Fascias .....	<u>15.00</u>
d) 2nd Floor Flat Surfaces (including walls, ceilings, vents, etc...) .....	<u>8.00</u>
e) 2nd Floor Detailed Surfaces (including security bars, contoured gutters etc...) .....	<u>18.00</u>
f) 2nd Floor Eaves, Soffits, Rafters, Fascias.....	<u>18.00</u>
g) 3rd Floor Flat Surfaces (including walls, ceilings, vents, etc...) .....	<u>10.00</u>
h) 3rd Floor Detailed Components Surfaces (including security bars, contoured gutters etc...) .....	<u>35.00</u>
i) 3rd Floor Eaves, Soffits, Rafters, Fascias .....	<u>35.00</u>

**11. FASCIA REPLACEMENT**

Fascia Replacement Sizes:	Small:	Up to 1" x 4"
	Medium:	Up to 1 ¼" x 6"
	Large:	Up to 1 ½" x 8"

Remove the existing fascia in lead safe manner and replace with new painted fascia.

Fascia Replacement, Price Per Linear Foot .....	Small <u>40.00</u>	Medium <u>50.00</u>	Large <u>60.00</u>
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SPECIAL CONDITIONS

**12. REMOVE LEAD HAZARD SOIL AND REPLACE WITH CLEAN SOIL / PLANT SOD**

Remove top 2 inches of soil and replace with clean topsoil for 200 square feet area (equals about 1¼ cubic yards); prepare ground and plant sod over same area

Total Price Per 200 Square Feet Soil Removal (1¼ Cubic Yards), Replacement, and Planting 200 Square Feet of Sod ..... 3,200.<sup>00</sup>

SPECIAL CONDITIONS

C. STATEMENT OF LICENSE AND CERTIFICATION

The undersigned hereby declares that he is a Contractor and has been in business for 10 years; has a valid State of California Class B General Contractor's License sufficient to qualify as a Contractor in this case, and will obtain a City of Long Beach Business License as well as all required permits upon notification of award.

California Contractor's License No.: 710086 Expires: 7/31/07  
Classifications: B, ASB

Long Beach Business License No.: BU 20550960  
(Required only upon notification of award).

Asbestos Certification DOSH Registration number: 383

State of California Certification Lead-In-Construction Supervisor No.: 13133

Business Name: Universal Abatement Services, Inc.

Signature: [Handwritten Signature] Date: 8/2/06

Print Name: Kalani Childs




**SPECIAL CONDITIONS**

**D. SECTION 3 ACKNOWLEDGMENT (SEE ATTACHED SECTION 3, PAGES 1 – 8)**

- A. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low and very low income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this Contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The Contractor agrees to include this Section 3 clause in every subcontract in excess of \$100,000, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The Contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the Contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

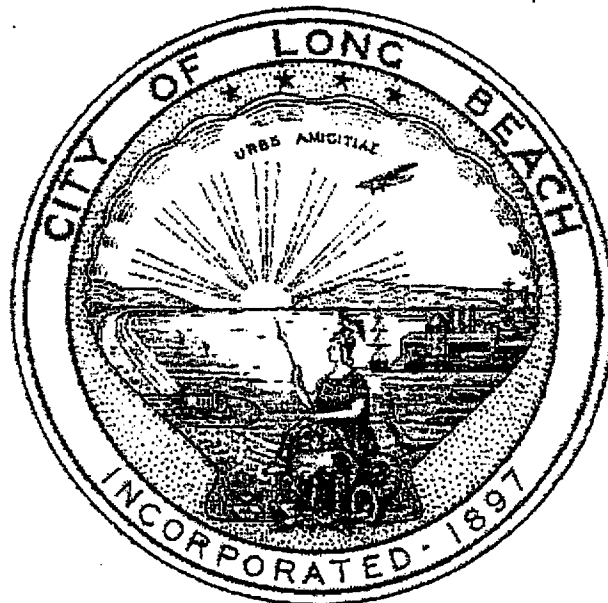
**I, the undersigned, on behalf of Contractor, hereby certify that I have received, read and do understand the contents of this Section 3 Clause.**

  
\_\_\_\_\_  
Signature  
**President**  
\_\_\_\_\_  
(Officer's Title, General Partner or Managing Member, if LLC)

8/2/06  
\_\_\_\_\_  
Date  
**Universal Abatement Services**  
\_\_\_\_\_  
Name of Contractor

**DEVELOPER/GENERAL CONTRACTOR SECTION 3  
PROJECT COMPLIANCE CHECKLIST**

**BY  
THE CITY OF LONG BEACH  
DEPARTMENT OF COMMUNITY DEVELOPMENT**



**REVISED January 11, 2006  
ADMINISTRATIVE AND FINANCIAL SERVICES BUREAU  
DIVERSITY AND ECONOMIC OPPORTUNITY DIVISION**

## Policy

Notwithstanding anything contained in federal law, the Contractor and its subcontractors shall comply with Section 3 hiring requirements (24 CFR Part 135) and shall:

1. Use best efforts (detailed in Section 3 Workforce Compliance Requirements) to hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.
2. Use best efforts to Contract with Section 3 businesses for the construction of the project, for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the subject project site.

## Definitions

► **Existing Core Workforce:** The core workforce is composed of those employees whose names appeared on the Contractor's active payroll for fifty (50) of the one hundred (100) working days prior to award of the project to the Contractor; and who possess any license required by state or federal law for work; and who have the ability to safely perform the basic functions of the applicable trade.

► **Section 3 Business:** A business that is fifty-one percent (51%) or more owned by a Long Beach Section 3 resident; or whose permanent, full-time employees include a minimum of thirty percent (30%) current Section 3 residents or workers who were Section 3 residents within three years of the date of their first employment with the business.

► **Section 3 Resident:** A low-income individual whose household income does not exceed eighty percent (80%) of the median family income for the Los Angeles County-Long Beach area and who resides in the City of Long Beach or Signal Hill. (Attachment A provides income guidelines).

► **Section 3 Coordinator:** Representatives of the City available to assist contractor and subcontractor(s) meet the Section 3 goals described above.

## Section 3 Workforce – Compliance Requirements

The Contractor shall utilize best efforts to hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce. The City of Long Beach is committed to working with the Contractor to successfully achieve Section 3 requirements. Accordingly, the City will assign a Section 3 Coordinator to be available to the Contractor for completing the requirements listed below. In this regard, the Contractor shall submit an executed Section 3 Compliance Certification (Attachment B) with his or her bid. Within 48 hours following bid opening, the following documentation shall be submitted by the Contractor to the City's Section 3 Coordinator at a date and time to be specified:

- A Compliance Certificate (Attachment C)
  - A list of its Existing Core Workforce for itself and all listed subcontractors (Attachment D)
  - For itself and each listed subcontractor, a Construction Jobs Survey Form (Attachment E) for each core workforce employee. The list shall include the employee's name, address, occupation, and date of hire. This form will be used to determine if the employee is or qualifies as a Section 3 resident, or in situations of subcontractors whether they qualify as Section 3 business.
  - An Employment Forecast Form (Attachment F) identifying the trades that will be used, numbers of workers needed, and forecasted hours for each trade.
1. During construction of the project, the Contractor shall provide all required information to the Section 3 Coordinator who will do the following:
    - a. Advertise all job openings beyond the core workforce;
    - b. If applicable, work with local unions to request hiring priority for journeymen and apprentices who are Long Beach and Signal Hill residents;
    - c. Notify the local Workforce Development Office, non-profits, and community-based organizations of available employment opportunities at the project site; and
    - d. Provide to the Contractor public notices in English, Spanish, and Khmer announcing Section 3 resident employment opportunities (Attachment H). The Contractor shall post these notices at the

jobsite. The Section 3 Coordinator will arrange for publication of these notices in local newspapers as detailed on page five.

- e. Provide to Contractor all documents and responses from Section 3 applicants for the purpose of having Contractor follow up and respond to such inquiries. Such follow-up must be documented with a telephone log similar to Attachment I or by providing a list of follow-ups contacts with a fax or mailing list. Fax or mailing lists should contain the applicant's name, address or fax number, and the date faxing or mailing occurred.
2. With each monthly application for payment, the Contractor shall provide to the Section 3 Coordinator, by the fifteenth (15<sup>th</sup>) calendar day of the following month, Contractor and subcontractor documentation to confirm compliance with Section 3 requirements. These documents include, but are not limited to:
- a. Certified Payrolls;
  - b. Monthly Section 3 Hiring Report (Attachment G) for the Contractor and each subcontractor showing employee name, employer, date hired, occupation, family size, yearly income, section 3 status, hours worked on project to date.
  - c. Construction Jobs Survey Form (Attachment E) for all new hires; and
  - d. Other such documentation that the City may require to demonstrate the Contractor's/subcontractor's compliance with Section 3 requirements such as follow up contact logs for Section 3 applicant inquiries.

### Section 3 Business Enterprises – Compliance Requirements

The Contractor shall utilize best efforts to contract with Section 3 businesses for the construction of the project, for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the property. The Section 3 Coordinator will be available to help contractor/subcontractors identify Section 3 business enterprises.

**NOTE: Please note that an incentive equal to ten percent (10%) of each Section 3 subcontract will be paid to the Contractor following acceptance of the project by the City provided that there are no outstanding stop notices filed by that Section 3 subcontractor.**

Prior to bid opening, the Section 3 Coordinator will do the following:

1. Advertise subcontracting opportunities in at least one (1) of the newspapers specified as General Press and at least two (2) of the Community Newspaper outlets. Documentation of these efforts could consist of tear sheet, proof of publication, or other verification that confirms the date the advertisement was placed.

The media sources below are available for the advertisement of subcontracting and employment opportunities. Other known sources shall also be used.

#### General Press

Long Beach Press Telegram  
604 Pine Ave.  
Long Beach, CA 90844  
(562) 435-1161

Long Beach Business Journal  
2599 E. 28<sup>th</sup> St., Suite 212  
Signal Hill, CA 90755  
(562) 988-1222

Downtown and Grunion Gazette  
5225 E. 2<sup>nd</sup> St.  
Long Beach, CA 90803  
(562) 433-2000

#### Community Newspapers

Long Beach Times  
121 Linden Ave.  
Long Beach, CA 90802  
(562) 436-8221

Nokor Thom Weekly News  
2005 Palo Verde Ave., Suite 225  
Long Beach, CA 90815  
(562) 591-7885

KHMERMARKET.com  
P.O. Box 473  
Long Beach, CA 90801  
(562) 212-1804

La Opinion  
7005 Flower St., Suite 3100  
Los Angeles, CA 90017  
(562) 212-1804

Kaun Khmer News  
2728 E. 10<sup>th</sup> St.  
Long Beach, CA 90804  
(562) 433-6300

Angkor Borei News  
2034 E. Lincoln Ave., Suite 214  
Anaheim CA, 92806

2. Provide written notice of such opportunities to all known Section 3 businesses. This notice shall be in sufficient time to allow the Section 3 businesses to respond to the bid invitation.
3. Work with outreach agencies that can assist in the recruiting of Section 3 businesses. Correspondence to outreach agencies will indicate specific contracting opportunities for Section 3 businesses. A list of outreach agencies is below.

City of Long Beach  
Community Development Dept.  
333 W. Ocean Blvd., 3<sup>rd</sup> FL  
Long Beach, CA 90802  
(562) 570-6462

Good Will Industries  
800 W. Pacific Coast Highway  
Long Beach, CA 90806  
(310) 435-3411

Korean Chamber Foundation USA  
871 E. Artesia Blvd.  
Carson, CA 90746  
(310) 768-8891

Long Beach Housing Authority  
521 East 4<sup>th</sup> St.  
Long Beach, California 90802  
(562) 570-6985

Regional Hispanic Chamber of  
Commerce  
245 W. Broadway, Suite 100  
Long Beach, CA 90831  
(562) 597-7298

United Cambodian Community  
2201 E. Anaheim St., Suite 200  
Long Beach, CA 90804  
(562) 433-2490

Long Beach Black Chamber of Commerce  
212 Linden Ave.  
Long Beach, CA 90802  
(562) 432-8866

Workforce Development Bureau  
3447 Atlantic Ave.  
Long Beach California 90807  
(562) 570-3700

4. Follow up on all non-responsive solicitations of Section 3 businesses additional information about the contracting opportunity and maintain a telephone log (see Attachment I) to include the following information:
  - ▶ Company called
  - ▶ Telephone number
  - ▶ Contact person
  - ▶ Time
  - ▶ Date
  - ▶ Results of the conversation

Prior to bid opening, all contractors will do the following:

1. Obtain from the Section 3 Coordinator a list of known Section 3 and local business enterprises previously contacted by the Section 3 Coordinator and then actively contact those businesses to ascertain whether they are interested in participating on the project team. The Contractors are encouraged to contact any other business enterprises that may qualify as Section 3 business enterprises. All contact with these businesses must be documented by providing a telephone log (Attachment I) or a list of businesses contacted via fax or mail. If a telephone log is used it must include the information noted above. If other lists are provided, they should at a minimum include Company name, address, contact person (if available), and date mailed or faxed.
2. Document contact with the outreach agencies listed on page 6. All contact with these outreach agencies must be documented by providing a

telephone log similar to the one provided in Attachment I or a list of agencies contacted via fax or mail. If other lists are provided, they should at a minimum include Company name, address, contact person (if available), and date mailed or faxed.

3. The Contractor shall assist all potential subcontractors needing assistance in obtaining bonding, a line of credit, financing and/or insurance by referring them to the City's Diversity and Economic Opportunity Officer at (562) 570-6462.
4. The Contractor shall submit to the Section 3 Coordinator a Business Information Form (Attachment J) for each listed subcontractor. The Section 3 Coordinator will use this form to determine if the subcontractor qualifies as a Section 3 business enterprise.


### **Section 3 Workforce and Business Enterprises – Effects of Noncompliance**

The City is committed to working with the Contractor to meet the hiring and contracting requirements. **In this regard, the Contractor shall provide to the Section 3 Coordinator working space in the Contractor's construction trailer and shall include the Section 3 Coordinator in all meetings related to complying with the hiring and subcontracting goals.** Failure to meet these goals or to assist in the documentation of the Contractor's best efforts to meet these goals, shall result in a penalty equal to ten percent (10%) of each subsequent progress payment application beyond any normal retention until the deficiency is corrected. Upon remediation of the deficiency, the penalty amount will be released to the Contractor. In the event that the Contractor fails to provide required documentation regarding both the 30% hiring and 10% subcontracting goals, the maximum penalty that may be assessed is 10% of each subsequent progress pay application.

*Note: In the event a subcontractor fails to furnish the required documentation to the Contractor, Contractor shall withhold a penalty equal to ten percent (10%) of each payment application from that subcontractor. Upon remediation of the deficiency, Contractor shall release the penalty amount to the subcontractor. The maximum penalty that may be assessed against a subcontractor is 10% of each subsequent pay application.*



For additional outreach efforts,  
please refer to the 'HUD Appendix to Part 135' (Attachment K).

I, the undersigned Kalani Childs   
(Officer or authorized agent of  
company—Print Name) Signature  
President  
(Signature's Title)

agree to adhere to the City of Long Beach Housing and Urban Development (HUD)  
Section 3 Policy and Checklist as stated herein.





1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address shown on the cover page that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 If the Owner has satisfied the conditions of Paragraph, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiate proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount of which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefore to the Owner; or

4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 If the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or nonperformance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law,

the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit, shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the cover page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have

been made including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

### MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

Any change which materially alters the contract or the contract price by more than 10% will require notice to the Bonding Company.

# CALIFORNIA ACKNOWLEDGMENT

State of California

County of Orange

On October 12, 2006 before me Tammy Soto, Notary Public  
DATE NAME, TITLE OF OFFICER

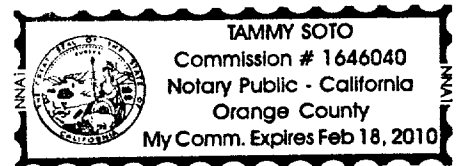
personally appeared Mark Richardson  
NAME OF SIGNER

personally known to me - **OR** -  proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Tammy Soto  
Signature of Notary Public



Place Notary Seal Above

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On November 9, 2006 before me, Francesca Tibbs,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kalani Childs  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person ~~or~~ whose name ~~is~~ ~~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 ~~or~~ on the instrument the person ~~or~~ or the entity upon behalf of which the person ~~or~~ acted, executed the instrument.



WITNESS my hand and official seal.

Francesca Tibbs  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: performance Bond

Document Date: October 12, 2006 Number of Pages: 3

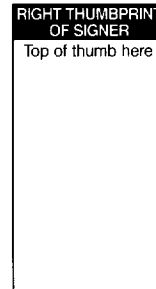
Signer(s) Other Than Named Above: Mark Richardson

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



**American Contractors Indemnity Company THIS BOND RIDER  
CONTAINS IMPORTANT COVERAGE INFORMATION**

To verify the validity of this Bond or to assert a claim, call the Surety's toll free telephone number or write to the Surety:

American Contractors Indemnity Company  
9841 Airport Blvd., 9<sup>th</sup> Floor  
Los Angeles, CA 90045  
800-486-6695

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**Important Notice Regarding  
Terrorism Risk Insurance Act of 2002**

In accordance with the Terrorism Risk Insurance Act of 2002 (the "Act"), this disclosure notice is provided for surety bonds on which one or more of the following companies is the issuing surety: American Contractors Indemnity Company, U. S. Specialty Insurance Company, and any other company for which surety business is underwritten ("Issuing Sureties").

The premium attributable to any bond coverage for "acts of terrorism" as defined in Section 102(1) of the Act is Zero Dollars (\$0.00).

The United States will reimburse the Issuing Sureties for ninety percent (90%) of any covered losses from terrorist acts certified under the Act exceeding the applicable surety deductible.

The actual coverage provided by your bond for acts of terrorism, as is true for all coverages, is limited by the terms, conditions, exclusions, penalties, limits, other provisions of your bond and the underlying contract, any endorsements to the bond and generally applicable rules of law. This Important Notice Regarding Terrorism Insurance Risk Act of 2002 is for informational purposes only and does not create coverage nor become a part or condition of the attached document.

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**Exclusion of Liability for  
Mold, Mycotoxins and Fungi**

Notwithstanding anything to the contrary in the contract referred to and/or incorporated into the Bond, the Bond to which this Rider is attached does not provide coverage for, and the Issuing Sureties thereon shall not be liable for: molds, living or dead fungi, bacteria, allergens, environmental contaminants, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor the remediation thereof, nor the consequences of their occurrence, existence, or appearance.



"Coverage under this bond shall commence October 12, 2006 and shall cease October 11, 2007. Coverage under this bond may be continued for another period by issuance of a Continuation Certificate by Surety."

Bond No: 290516  
Premium listed on Performance Bond

## Payment Bond

The language in this document conforms to the language used in American Institute of Architects (AIA) Document A312, December, 1984 edition, Third Printing, March, 1987.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

Universal Abatement Services, Inc.  
1450 S. Burlington Ave., Ste. A  
Los Angeles, CA 90006

**SURETY**

American Contractors Indemnity Company  
9841 Airport Blvd., 9th Floor  
Los Angeles, CA 90045

**OWNER (Name and Address):**

City of Long Beach, Purchasing Division  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

**CONSTRUCTION CONTRACT**

Date: **September 28, 2006**

Amount: **Fifty Thousand & 00/100 Dollars (\$50,000.00)**

Description (Name and Location): **Bid No. PA-01206 (Lead Abatement Services)**

**BOND**

Date (Not earlier than Construction Contract Date): **October 12, 2006**

Amount: **Fifty Thousand & 00/100 Dollars (\$50,000.00)**

Modifications to this Bond:

None

See Page 3

**CONTRACTOR AS PRINCIPAL**

Company:

Universal Abatement Services, Inc.

(Corporate Seal)

**SURETY**

Company:

American Contractors Indemnity Company

(Corporate Seal)

Signature: \_\_\_\_\_

Name and Title: Katomi Childs  
President

Signature: \_\_\_\_\_

Mark Richardson Attorney-in-Fact

(FOR INFORMATION ONLY - Name, Address and Telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

APPROVED AS TO FORM

\_\_\_\_\_  
2/1, 2007  
ROBERT E. SHANNON, City Attorney

By Lore A Conway  
DEPUTY CITY ATTORNEY

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address on the cover page) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address on the cover page) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address on the cover page) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 If the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the cover page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the cover page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### 15 DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the

Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the cover page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

#### **MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

Any change which materially alters the contract or the contract price by more than 10% will require notice to the Bonding Company.

# CALIFORNIA ACKNOWLEDGMENT

State of California  
County of Orange

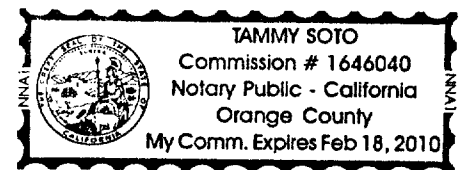
On October 12, 2006 before me Tammy Soto, Notary Public  
DATE NAME, TITLE OF OFFICER  
personally appeared Mark Richardson  
NAME OF SIGNER

personally known to me - OR -  proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal.

Tammy Soto  
Signature of Notary Public



Place Notary Seal Above

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California }  
County of Los Angeles } ss.

On November 9, 2006 before me, Francesca Tibbs,  
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Kalani Childs,  
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

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



WITNESS my hand and official seal.

*Francesca Tibbs*  
Signature of Notary Public

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Payment Bond

Document Date: October 12, 2006 Number of Pages: 3

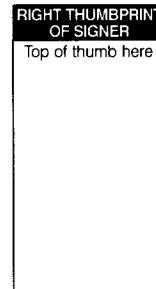
Signer(s) Other Than Named Above: Mark Richardson

**Capacity(ies) Claimed by Signer**

Signer's Name: \_\_\_\_\_

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

Signer Is Representing: \_\_\_\_\_



# American Contractors Indemnity Company

9841 Airport Blvd., 9<sup>th</sup> Floor Los Angeles, California 90045



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That American Contractors Indemnity Company of the State of California, a California corporation, does hereby appoint, **Eric Lowey or Mark Richardson of Costa Mesa, California**

its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an Amount not to exceed \$ \*\*\*\*\*3,000,000.00\*\*\*\*\*. This Power of Attorney shall expire without further action on March 18, 2007.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of AMERICAN CONTRACTORS INDEMNITY COMPANY at a meeting duly called and held on the 6<sup>th</sup> day of December, 1990.

*"RESOLVED that the Chief Executive Officer, President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have the power and authority*

- 1. To appoint Attorney(s)-in-Fact and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,*
- 2. To remove, at any time, any such Attorney-in-Fact and revoke the authority given.*

*RESOLVED FURTHER, that the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."*

IN WITNESS WHEREOF, American Contractors Indemnity Company has caused its seal to be affixed hereto and executed by its Chief Executive Officer on the 15<sup>th</sup> day of December, 2003.



AMERICAN CONTRACTORS INDEMNITY COMPANY

By: Robert F. Thomas  
Robert F. Thomas, Chief Executive Officer

STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES

On this 15<sup>th</sup> day of December 2003, before me, Deborah Reese, a notary public, personally appeared Robert F. Thomas, Chief Executive Officer of American Contractors Indemnity Company, personally known to me (or 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.

WITNESS my hand and official seal.

Deborah Reese

Signature of Notary  
My Commission expires March 18, 2007



I, Jeannie J. Kim, Corporate Secretary of American Contractors Indemnity Company, do hereby certify that the Power of Attorney and the resolution adopted by the Board of Directors of said Company as set forth above, are true and correct transcripts thereof and that neither the said Power of Attorney nor the resolution have been revoked and they are now in full force and effect.

IN WITNESS HEREOF, I have hereunto set my hand this 12<sup>th</sup> day of October, 2006.

Jeannie J. Kim  
Jeannie J. Kim, Corporate Secretary

Bond No. 290516

Agency No. #3018