

BID NUMBER ITB HE16-111

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



INVITATION TO BID
LEAD-BASED PAINT & OTHER
HOME HAZARD CONTROL SERVICES

CONTRACT NO.

34451

1. 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.

2. SERVICES TO BE PROVIDED BY THE CONTRACTOR:

Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.

3. 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.

4. 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.

5. 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: Quail Valley CA **ON THE** 6 **DAY OF** September, **20** 16
CITY STATE MONTH

COMPANY NAME: Vizion's West, Inc. **TIN:** [REDACTED]
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 29033 Ave De Las Flores **CITY:** Quail Valley **STATE:** CA **ZIP:** 92587

PHONE: (951) 926-4166 **FAX:** (951) 926-5766

S/ N. Basile Secretary/Treasurer
(SIGNATURE) (TITLE)

Nichole Basile
(PRINT NAME)

earleywine@msn.com
(EMAIL ADDRESS)

S/ L. Earleywine CFO
(SIGNATURE) (TITLE)

Lloyd Earleywine
(PRINT NAME)

earleywine@msn.com
(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]
Director of Financial Management

11/28/16
Date

APPROVED AS TO FORM

11/16, 2016
CHARLES PARKIN
CITY ATTORNEY

[Signature]
Deputy

BID NUMBER ITB HE16-111

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

The following information is submitted regarding the Bidder:**Legal Form of Bidder:**

Corporation ☒ State of CA
Partnership ☐ State of _____
General ☐ Limited ☐
Joint Venture ☐
Individual ☐ DBA _____
Limited Liability Company ☐ State of _____

Composition of Ownership (more than 51% of ownership of the organization):**OPTIONAL****Ethnic (Check one):**

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

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

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

Is the firm certified as a Disadvantaged Business: ☐ Yes ☒ No

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

☐ Yes ☒ No

Name of certifying agency: _____

INSTRUCTIONS CONCERNING SIGNATURES

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

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

INDIVIDUAL (Doing Business As)

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

PARTNERSHIP

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

CORPORATION

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

OR

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

LIMITED LIABILITY COMPANY

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

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

ACKNOWLEDGMENT

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

State of California

County of Riverside)

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER:

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

SIGNER(S) OTHER THAN NAMED ABOVE

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 initialed 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 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 fourteen (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.

The 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.

Bidders are cautioned that comments and statements, whether oral or written, made by City employees regarding the validity of Bids, the waiver of deviations from Specifications, the possibility or probability of an award being made to a particular Bidder, and other similar matters are NOT binding on the City. Bidders should not order materials, obtain financing or take other actions based on such comments and statements. Only authorization of a Contract by the City Council or issuance of a Purchase Order is conclusive and binding on the City with respect to this Bid and its resulting Contract or Purchase Order. However, prior to authorization by the City Council or issuance of the Purchase Order, Bidders may rely on: (1) approval of an "equal" or "substitute" item which will be issued in writing, and (2) written notice of intent to award by the City Council, which is often issued prior to the authorization by the City Council so that a Bidder can order materials that have a long lead time.

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 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution 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. BUSINESS LICENSE:

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

BID NUMBER ITB HE16-111**INSTRUCTIONS TO BIDDERS****11. PUBLIC WORK AND PREVAILING WAGES:**

The Contractor to whom the contract is awarded, along with its subcontractors, shall pay not less than the general prevailing rate of per diem, holiday and overtime wages established by the Department of Industrial Relations (DIR) of the State of California for the locality in which the public work is to be performed for each craft, classification or type of worker needed to execute the contract. Refer to the California DIR's website, <http://www.dir.ca.gov/dlsr> for such prevailing wages and additional information.

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, 9th 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 Contractor or said Subcontractors in the execution of the Contract.

12. RIGHT TO REJECT:

The 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.

13. 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.

14. 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.

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

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

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 utilized to provide equipment, material, supplies and/or services for this Contract requirement:

Company Name: None To Report

Address: N/A

Commodity/Service Provided: N/A

Circle appropriate designation: MBE WBE N/A

Ethnic Factors of Ownership: (more than 51%)

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

Certified by: N/A

Valid thru: N/A

Dollar value of participation: \$ N/A

16. 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.

SUBMIT TO:

CITY OF LONG BEACH

CITY CLERK

333 W OCEAN BLVD/PLAZA LEVEL

LONG BEACH CA 90802

BID DUE DATE: September 7, 2016

TIME: 11:00 am

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

TRACI FITZHARRIS

BUYER

(562) 570-5384

TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

All bids are publicly opened and read in the Purchasing offices at the date and time noted on the Invitation to Bid.

Bid results are posted on the City's online system as soon as they have been reviewed for responsiveness. Bids are awarded to the lowest responsible and responsive bidder meeting the City's specifications. Bid results will not be given out via telephone, City email, or facsimile.

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 five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES X 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.)

19. AMERICANS WITH DISABILITIES ACT:

INSTRUCTIONS TO BIDDERS

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.

20. EQUAL BENEFITS ORDINANCE:

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code section 2.73 et seq., the Equal Benefits Ordinance. Bidders/Proposers shall refer to Attachment/Appendix for further information regarding the requirements of the Ordinance.

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

CONTRACT – GENERAL CONDITIONS

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 Contractor for such an adjustment must be made within thirty (30) 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 (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
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 charges 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.

CONTRACT – GENERAL CONDITIONS

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 and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
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. 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.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. 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.
22. 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.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. 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.
26. 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.
27. 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

CONTRACT – GENERAL CONDITIONS

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 Julissa Jose-Murray at 562-570-6869 for assistance with the form.

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.
29. **NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:**
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.
30. **NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.**

THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:

INSURANCE: As a condition precedent to the effectiveness of this Contract, Contractor shall procure and maintain at its expense, until completion of performance and acceptance by City, from an insurer admitted (licensed) in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of V (capital surplus and conditional surplus funds of greater than \$10 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager, or non-admitted in the State of California with a current financial responsibility rating of A (Excellent) or better and a current financial size category (FSC) of VIII (capital surplus and conditional surplus funds of greater than \$100 million) or greater rating as reported by A.M. Best Company or equivalent, unless waived in writing by City's Risk Manager.

- (a) Commercial general liability insurance or self-insurance equivalent in coverage scope to ISO CG 00 01 10 93 naming **the City of Long Beach, and its boards, officials, employees, and agents** as additional insureds on a form equivalent in coverage scope to ISO CG 20 10 11 85 from and against claims, demands, causes of action, expenses, costs, or liability for injury to or death of persons, or damage to or loss of property arising out activities performed by or on-behalf of the Contractor in an amount not less than One Million Dollars (US \$1,000,000) per occurrence and Two Million Dollars (US \$2,000,000) in general aggregate.
- (b) Workers' compensation coverage as required by the Labor Code of the State of California and Employer's liability insurance with minimum limits of One Million Dollars (US \$1,000,000) per accident or occupational illness. The policy shall be endorsed with a waiver of the insurer's right of subrogation against **the City of Long Beach, and its boards, officials, employees, and agents**.
- (c) Automobile liability insurance equivalent in coverage scope to ISO CA 00 01 06 92 in an amount not less than Five Hundred Thousand Dollars (US \$500,000) combined single limit (CSL) per accident for bodily injury and property damage covering Symbol 1 ("all autos").

Any self-insurance program or self-insurance retention must be approved separately in writing by the City's Risk Manager or designate and shall protect the **City of Long Beach, and its boards, officials, employees, and agents** in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention provisions. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party except after thirty (30) days prior written notice to the City of Long Beach, and shall be primary and not contributing to any other insurance or self-insurance maintained by the City of Long Beach.

Any subcontractors of all tiers which Contractor may use in the performance of this Contract shall be required to maintain insurance in compliance with the provisions of this section. The additional insured endorsement form number applicable to subcontractors with respect to the general liability insurance shall be the ISO CG 20 26 11 85 form or its equivalent.

CONTRACT – GENERAL CONDITIONS

Contractor shall deliver to the City of Long Beach certificates of insurance and original endorsements for approval as to sufficiency and form prior to the start of performance hereunder. The certificates and endorsements for each insurance policy shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. "Claims-made" policies are not acceptable unless the City's Risk Manager determines that "Occurrence" policies are not available in the market for the risk being insured. In a "Claims-made" policy is accepted, it must provide for an extended reporting period of not less than one hundred eighty (180) days. Such insurance as required herein shall not be deemed to limit Contractor's liability relating to performance under this Contract. The City of Long Beach reserves the right to require complete certified copies of all said policies at any time. Any modification or waiver of the insurance requirements herein shall be made only with the approval of the City's Risk Manager. The procuring of insurance shall not be construed as a limitation on liability or as full performance of the indemnification provisions of this Contract.

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

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

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

The provisions of this Section shall survive the expiration or termination of this contract.

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

Before execution of a Contract, the bidder shall file two surety bonds with the City of Long Beach subject to the approval of the City Engineer and City Attorney. The bonds shall be on forms provided by the City or acceptable to the City Attorney. The Payment Bond (Material and Labor Bond) shall satisfy claims of material suppliers and mechanics and laborers employed by the contractor on the Work. This bond shall be maintained by the contractor in full force and effect until the work is accepted by the City of Long Beach and until all claims for materials and labor are paid, and shall otherwise comply with the Civil Code. The Performance Bond shall guarantee faithful performance of all work within the time and manner prescribed, free from original or developed defects. This bond shall remain in effect as prescribed within the Contract, until the end of all warranty periods.

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 the City the difference between the Contract price and the actual cost to the City in completing or causing the Work to be completed.

Contractor shall carry on the Work at its 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 the Site and become responsible therefore as though such materials and equipment were being furnished by Contractor under the Contract.

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.

BID GENERAL CONDITIONS

BID OVERVIEW

The City of Long Beach, Department of Health and Human Services is seeking qualified Contractors with a valid **Class B**, State Contractor's License that includes lead in construction certifications to provide lead abatement services on an as-needed basis for the Department of Health & Human Services. This bid is subject to **HUD Section 3** Requirements. Davis Bacon Act does not apply.

In any case where these sections "BID GENERAL CONDITIONS" and "CONTRACT SPECIFICATIONS" conflict with sections "INSTRUCTIONS TO BIDDERS" and "CONTRACT – GENERAL CONDITIONS," then these "BID GENERAL CONDITIONS" and "CONTRACT SPECIFICATIONS" take precedence.

BID TIMELINE– All times are Pacific Time

Bid release date:	August 17, 2016
Mandatory Pre-Bid Meeting:	August 25, 2016 @ 11:00 AM
Questions due:	August 26, 2016 by 4:00 PM
Response from City to bidder:	August 31, 2016 by 4:00 PM
Bid due date:	September 7, 2016 by 11:00 AM

MANDATORY PRE-BID CONFERENCE

The City will conduct a Mandatory Pre-Bid Conference on August 25, 2016 at 11:00 AM at the Miller Family Health Education Center. The purpose of this conference is to provide answers to questions regarding the bid document. 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**. It is recommended that Contractors bring a copy of the bid document to this meeting, as limited copies will be available.

MANDATORY PRE-BID CONFERENCE SCHEDULE

Date: August 25, 2016
Time: 11:00 AM
Location: Miller Family Health Education Center
3820 Cherry Avenue
Long Beach, CA 90807

Contact (562) 570-7987 (Reception Desk)
Buyer Contact: Traci Fitzharris, Phone: (562) 570-5384

ATTENDANCE IS MANDATORY. There will be a sign-in sheet for vendors to sign as proof of attendance, which will be posted on the City's website.

BID GENERAL CONDITIONS

BID SUBMISSION INSTRUCTIONS

It is recommended that bidders visit the City's website www.longbeach.gov/purchasing on a regular basis for any addenda to the bid.

The following documents shall be submitted as general attachments. Bidders that do not include these items will be deemed non-responsive and their bids will be rejected.

- ☒ Signed Bid Cover Page
- ☒ California All Purpose Acknowledgement, Notarized (if applicable)
- ☒ Bid Price Summary Sheet (Attachment A)
- ☒ Debarment Certification Form (Attachment B)
- ☒ References (Attachment C)
- ☒ W-9 Form (Attachment D)
- ☒ Equal Benefits Ordinance Form (Attachment E)
- ☒ Printout from Secretary of State Website of business entity (Attachment F)
- ☒ Section 3 Documents (Attachment G)
- ☒ Photocopy of Contractor's License and any other licenses/certifications
- ☒ Proof of Insurability

METHOD OF SUBMISSION:

Electronic Bids shall be submitted via the City's secure online bidding system. Bidder is solely responsible for "on time" submission of their electronic bid. The Bid Management System will not accept late bids and no exceptions shall be made. Bidders will receive an e-bid confirmation number with a time stamp from the Bid Management System indicating that their bid (must include all pages) was submitted successfully. The City will only receive those bids that were transmitted successfully.

When bids on certain items are labeled "optional", bidders shall indicate "no bid" or "N/A" in the space provided for an item for which no bid is being offered.

Bid cover page shall be signed in ink and included with the electronic bid submission as a general attachment. Digital and stamped signatures shall not be accepted.

Pricing shall be submitted electronically on the Line Items tab and all pages of the bid uploaded as a general attachment.

Submit bid online at: <http://www.planetbids.com/portal/portal.cfm?CompanyID=15810>

BID GENERAL CONDITIONS

In addition to the electronic submission, bidders shall submit the following original document(s) with wet signature(s) in a sealed envelope to the address shown below:

1. Original bid cover page
2. A notarized California All-Purpose Acknowledgement Form (for all companies located outside the State of California)

City of Long Beach
C/O City Clerk
Attn: Traci Fitzharris
333 West Ocean Boulevard, Plaza Level
Long Beach, CA 90802

Documents shall be clearly labeled in a sealed envelope as follows:

ITB HE 16-111 Lead-Based Paint & Other Home Hazard Control Services

Electronic Bids and required hard copy forms must be received by 11:00 AM Pacific Time, September 7, 2016. Bids and required hard copy forms that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.

Note: E-Bids are sealed and cannot be viewed by the City until the closing date and time. If you need to withdraw your bid, you may do so any time before the bid deadline, by going back into the system and selecting "withdraw".

All questions must be submitted in writing and emailed to purchasingbids@longbeach.gov
Attn: Traci Fitzharris with the bid number in the subject line of the email message.

REFERENCES

Bidder shall furnish a list of five (5) current customers, including company name, street address, telephone number and contact person, for whom Bidder has provided similar products. At least one of the references shall be a public agency. The City intends to contact these customers to determine product reliability, performance and other information. Failure to include customer references may void bid if the City has no prior experience with Bidder. See **Attachment C**.

LICENSES AND PERMITS

Contractor's License

The undersigned hereby declares that he/she is a Contractor and has been in business for 20+ years; has a valid State of California Contractor's License sufficient to qualify as a Contractor in this case and a current City of Long Beach Business License; and will obtain all required permits.

The Contractor shall hold a valid **B Contractor's** License at the time of bid submission.

California's Contractor's License No.: 812067 Expires 12/31/2016
Classification B, C21, C22, C33, ASB, HAZ

BID GENERAL CONDITIONS

Bidder shall include a copy of their Contractor's license or printout from the California Contractor's website showing a valid license at www.cslb.ca.gov with their bid.

Contractor shall provide to the LHC program manager 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 the LHC program of any change in the status, or the terms or conditions, of any permit or license related to these Special Conditions.

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.

State of California Certification Lead in Construction Supervisor No.: 16966

Long Beach Business License

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

For more information, go to: www.longbeach.gov/finance/business_license.

In accordance with Municipal Code (Section 3.80.210) a business license is required under the following conditions:

- A) If you are providing a service in Long Beach
- B) If you are providing and delivering a product in Long Beach,

For more information, contact the Business License Section at 562-570-6211 or by e-mail to lbbiz@longbeach.gov.

Long Beach Business License Number:

To be provided upon award
(Only Required Upon Notification of Award)

BID GENERAL CONDITIONS

AWARD

Requirements on page 4, Section 7 "AWARD" in "Instruction to Bidders" is amended as follows:

The City reserves the right in its sole discretion to award all items to one bidder, or to award separate items or groups of items to various bidders, or to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

The City reserves the right to award portions of this bid to one or more vendors, or to withdraw this bid at any time.

Without limiting the power and authority with which it is vested, the City shall be the sole authority in determining the lowest responsible bidder, taking into consideration bidder's experience, quality and adaptability in respect to the requirements of the specifications for the product proposed. Bid completeness, clarity, accuracy, and compliance with City requirements shall also be determining factors of award.

RIGHT TO REJECT BID

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

BID PROTEST PROCEDURES

Who May Protest

Only a bidder who has actually submitted a bid proposal is eligible to protest a bid. The City will not accept or entertain bid protests from manufacturers, vendors, suppliers, subcontractors or the like. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest.

Time for Protest

A bidder desiring to protest a bid must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of the business on the fifth (5th) business day following the posting of the notification of intent to award the contract.

Form of Protest

The protest must be in writing and signed by the individual who signed the bid or, if the bidder is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. A protest shall not be made by e-mail or fax and the City will not accept such. A protest must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, must refer to the specific portion(s) of the contract documents upon which the protest is based, and shall include a valid e-mail address, street address, and phone number sufficient to ensure the City's response will be received.

Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City itself requests it. In that case, the additional information must be submitted within three (3) business days after the request is made and must be received by the City Purchasing Agent by the close of the business on the third (3rd) business day.

BID GENERAL CONDITIONS

The City Purchasing Agent or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within five (5) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the City Purchasing Agent shall be final and conclusive.

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

DEBARMENT

This bid has the potential to be a recipient of Federal funds. In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal System for Awards Management Database (www.sam.gov). Please complete **Attachment B**.

BOND REQUIREMENTS

Faithful Performance Bond

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. Successful bidder shall only be required to submit bond if they are awarded a contract by the City and the total bid amount exceeds \$50,000. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7th Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City. See **Attachment I**. The performance bond can be for a period of one year and then must be renewed for the second year of the two-year term.

Bond Instructions

A corporation must have the bond executed by two (2) authorized officers. If the bond is executed by only one (1) authorized officer or a person not listed in section 313 of the California Corporations Code, then the corporation must attach a certified copy of a resolution of its Board of Directors authorizing execution by said individual(s).

Notarial Acknowledgments Required with Bonds

Signatures of all principals and sureties shall be accompanied by the appropriate Notarial Acknowledgments. A Notarial Acknowledgment shall accompany each signature of each Principal and a Notarial Acknowledgment shall accompany the signature of the Surety. All bonds require the signatures of all principals and sureties, accompanied by the appropriate Notarial Acknowledgments, whether the company is located inside or outside the State of California.

BID GENERAL CONDITIONS

PREVAILING WAGE

Requirements on page 5, Section 11 "PUBLIC WORK AND PREVAILING WAGE" in "Instruction to Bidders" is amended to read as follows:

This project is a not a public works job, nor is it a prevailing wage job. Prevailing wage does not apply. The California Labor Code 1720 states, "Private residential projects built on private property are not subject to the requirements of this chapter unless the projects are built pursuant to an agreement with a state agency, redevelopment agency, or a local housing authority." This project is associated with providing goods and services to privately-owned residential properties.

ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE

Any Contract arising from this procurement process may be funded in whole or in part from grants awarded under the **Federal HUD Community Development Block Grant (CDBG)**. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

ORDER OF PRECEDENCE

In the event of conflicts or discrepancies between these grant funding provisions and any other Contract document, the Federal grant provisions shall take precedence.

ACCESS TO CONTRACTOR'S RECORDS

The Awarded Vendor shall provide the City, the Office of State and Local Government Coordination and Preparedness, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Awarded vendor which are directly pertinent to the work performed under the Contract for the purposes of making audit, examination, excerpts or transcriptions.

AMERICANS WITH DISABILITIES ACT

The Awarded Vendor hereby certifies that it will comply, as applicable, with the Americans with Disabilities Act of 1990 ("ADA"), 42 USC §§ 12101 et seq., and its implementing regulations, including Subtitle A, Title II of the ADA. The Awarded Vendor will provide, as applicable, reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the ADA. The Awarded Vendor will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any contract entered into by the Awarded Vendor (or any subcontract thereof), relating to this Agreement, shall be subject to the provisions of this paragraph.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

The Awarded Vendor shall comply with the requirements of the Copeland "Anti-Kickback" Act (18 U.S.C. § 874) as supplemented in the Department of Labor regulations (29 CFR Part 3).

BID GENERAL CONDITIONS

COMPLIANCE WITH DAVIS BACON ACT

The Awarded Vendor is not required to comply with the requirements of the Davis Bacon Act, due to an exception obtained by the funding source, Housing and Urban Development Division of Office of Lead Hazard Control (per NOFA, page 35).

COPYRIGHT

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 44 CFR Part 13.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support." The Awarded Vendor shall comply with 25 CFR 85.34

DRUG-FREE WORKPLACE

The Awarded Vendor hereby certifies that it shall provide or shall continue to provide a drug-free workplace as required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701), and implemented at 44 CFR Part 17.

ENERGY EFFICIENCY

The Awarded Vendor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State of California's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).

ENVIRONMENTAL LEGISLATION

The Awarded Vendor shall comply with all applicable standards, orders or requirements issued under § 306 of the Clean Air Act (42 U.S.C. 1857 (h)), § 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

MINORITY, WOMEN, AND OTHER BUSINESS ENTERPRISE OUTREACH

In accordance with CalOES/Grantor directives, as applicable, firms who represent small business enterprises (SBEs), minority business enterprises (MBEs) and women business enterprises (WBEs) are encouraged to participate in competition for this opportunity. Any such enterprise shall include the appropriate SBE/MBE/WBE certification along with its proposal. The Awarded Vendor agrees that, to the extent contractors or subcontractors are utilized, the Awarded Vendors shall use small, minority, women-owned, or disadvantaged business concerns and contractors or subcontractors to the extent practicable and shall take the affirmative steps as set forth in 44 CFR §13.36(e).

NATIONAL PRESERVATION ACTS

The Awarded Vendor shall assist City (if necessary) in assuring compliance with § 106 of the National Historic Preservation Act of 1966 (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (16 U.S.C. § 469 a-1 et seq.), and the National Environmental Policy Act of 1969 (42 U.S.C. § 4321)

NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY

The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as

BID GENERAL CONDITIONS

supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

PATENT RIGHTS

The Awarded Vendor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Contract, including, but not limited to those regulations and requirements set forth in 44 CFR Part 13.36. Any discovery or invention that arises during the course of this Contract shall be immediately reported to the Department's project management team. The awarding Federal agency shall determine how rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

PAYMENTS, REPORTS, RECORDS, RETENTION AND ENFORCEMENT

The Awarded Vendor acknowledges the requirements and regulations set forth in 44 CFR Parts 13.36 through 13.42 and 49 CFR Part 18 and agrees to cooperate with the City in order to allow the City to comply with said requirements. The Awarded Vendor shall retain all of its records relating to the project for a period of five (5) years after City makes final payment to the Awarded Vendor and all other pending matters are closed.

PUBLICATIONS

All publications created and/or published with funding under any contract arising from this RFP shall prominently contain the following statement: "This document was prepared under a grant from FEMA's Grant Programs Directorate, U.S. Department of Homeland Security. Points of view or opinions in this document are those of the author(s) and do not necessarily represent the official position or policies of FEMA's Grant Programs Directorate or the U.S. Department of Homeland Security."

RIGHTS TO DATA

The Grantor and the City shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. "Unlimited rights" means the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Contract or are published copyrighted data with the notice of 17 U.S.C § 401 or 402, the Grantor acquires the data under copyright license as set forth in 48 CFR 27.404(f) (2) instead of unlimited rights (4 CFR 27.404(a)).

RIGHTS TO USE INVENTIONS

City and all grantors and/or awarding Federal Agency shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon and all others to do so for all governmental purposes, any Invention developed under the Contract.

BID GENERAL CONDITIONS

SYSTEM FOR AWARD MANAGEMENT (SAM)

In accordance with Executive Orders 12549 and 12689 concerning suspension and debarment, contracts must prohibit contractors from awarding any subcontract to persons (individuals or organizations) listed as having an active exclusion of the Federal system for Awards Management Database (www.sam.gov).

INSURANCE REQUIREMENTS AND PROOF OF INSURABILITY

Requirements on page 9-11, Section 30, INSURANCE. "General Conditions" is amended to include the following additional insurance requirements:

A. Proof of Insurance

In addition to the insurance requirements described in section 30 of the General Conditions (Commercial General Liability, Commercial Automobile Liability and Workers Compensation), the Contractor must maintain an occurrence-based Contractor Pollution Liability ("CPL") Coverage for Lead Hazard Control Work with limits not less than \$1,000,000 per occurrence with an additional insured endorsement naming the City of Long Beach, and its boards, officials, employees, and agents as additional insureds on a form equivalent in coverage scope to ISO CG 20 26 11 85 ("designated insured") from an insurance 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.

EQUAL BENEFITS ORDINANCE (EBO)

The City of Long Beach's Equal Benefits Ordinance shall apply to this bid. Please visit the City's website at http://www.longbeach.gov/finance/business_relations/default.asp for additional details, or to obtain a copy of the ordinance. EBO is applicable for contracts over \$100,000. See **Attachment E**.

LOCAL PREFERENCE - EXEMPT

Local Preference shall not apply to this bid, as the amount is estimated to exceed \$100,000.

REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult: <http://www.sos.ca.gov>

See **Attachment F**. Please include a printout of your business entity from the website.

BID GENERAL CONDITIONS

SMALL BUSINESS ENTERPRISE GOAL (SBE) - EXEMPT

There is a combined zero percent (0%) SBE Goal associated with this request due to the fact that HUD Section 3 applies.

HUD SECTION 3 PROJECT INFORMATION

Bidders are advised that work under the contract awarded under this bid is subject to Section 3 of the Housing and Urban Development (HUD) Act of 1968 [24 CFR Part 135]. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide job training, employment, and contract opportunities for low-income residents in connection with projects and activities in their neighborhoods. Please note, Section 3 requirements will be covered at the Mandatory Pre-Bid Conference. It is a policy of the City of Long Beach that on this project, that best efforts are utilized to meet Section 3 requirements. Contractor shall cooperate with the City and its representatives regarding compliance with Section 3 [24 CFR Part 135] and shall cause its employees and subcontractors to cooperate with the City in complying with Section 3. The City will provide assistance to Contractor in complying with the program. For more information regarding Section 3, please visit HUD's website at: <http://www.hud.gov/offices/fheo/section3/section3.cfm>. If any questions regarding Section 3 arise, please contact the Business Services Bureau at (562) 570-6200. See **Attachment G**.

CONTRACT TERM

The term of the contract shall be twenty-four (24) months after date of award and at the sole discretion of the City. The contract may be extended by mutual agreement for up to two (2) additional one-year periods in accordance with terms and conditions stated herein. It is agreed that if the City intends to exercise its extension option for the two additional one-year periods, the City shall so notify the Contractor thirty (30) days prior to the expiration date.

No price increases will be allowed during the first twenty-four month contract period. Notwithstanding the foregoing, the City and the Contractor may agree to a price increase during the first twelve-month contract period only in the event of a governmental or other act or event beyond either party's control that directly impacts the prices quoted in this bid by the Contractor.

FUTURE AMENDMENTS

The City reserves the right to change any portion of the work required, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished by an amendment to the Contract approved by the City Council and executed by the Contractor and the City.

SUBCONTRACTING

No performance of this Contract or any portion thereof may be assigned or subcontracted by Contractor without the express written consent of the City. Any attempt by the Contractor to assign or subcontract any performance of the terms of this Contract without said consent shall be null and void and shall constitute a default under this Contract. In the event of such a default, the City may immediately terminate this Contract.

BID GENERAL CONDITIONS

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.

Bidder shall list the name and location of the place of business of each Subcontractor who will be a supplier/perform work for the bidder in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

Does this bid include the use of subcontractors?

Yes _____ No x

Initials WJ

If Yes, vendor must:

- a) Identify specific subcontractors and the specific requirements of this bid for which each proposed subcontractor will perform services.
- b) References as specified on **Attachment C** must also be provided for any proposed subcontractors.
- c) The City requires that the awarded vendor provide proof of payment of any subcontractors used for this project. Bids shall include a plan by which the City will be notified of such payments.
- d) Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained. Subcontractors shall abide by the same Insurance Requirements on Page 9, Section 30 C.

The Contractor shall indemnify, defend, and hold harmless the City and its employees from any and all liability arising or resulting from the employment of any subcontractors and their employees in the same manner as for Contractor's own employees.

COMPLIANCE WITH LAWS

The Contractor shall keep fully informed, and shall at all times observe and comply with all laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority that affect those employed hereunder, and the Contractor's performance.

If any discrepancy or inconsistency in relation to any such law, ordinance, regulation, order, or decree should be discovered in the Contract, or which may become effective before the expiration of the Contract, the Contractor shall report the same in writing to the City.

ENVIRONMENTAL REQUIREMENTS

The Contractor shall conduct all aspects of its operation in compliance with all City, state, and federal laws and regulations.

The Contractor shall insure that all personnel whose responsibilities involve cleaning, waste disposal, or landscaping are trained in Best Management Practices, as set forth in the City's NPDES permit and Storm Water Management Plan.

STORMWATER MANAGEMENT AND NATIONAL POLLUTANT DISCHARGE ELIMINATION PROGRAM (NPDES) REGULATIONS

BID GENERAL CONDITIONS

Contractor shall conduct all aspects of the Work in accordance with all state and federal laws and regulations, including but not limited to all environmental laws and regulations, Order No. 99-060 of the California Regional Water Quality Control Board, Los Angeles Region ("Waste Discharge Requirements for Municipal Storm Water and Urban Runoff Discharges within the City of Long Beach"), and related Best Management Practices (BMPs) that the City and its contractors must adhere to.

These procedures contain pollution prevention and source control techniques to minimize the impact of activities upon dry-weather urban runoff, storm water runoff, and water quality.

Order No. 99-060 is available on the City's website and related BMPs are on file in the office of the City's Director of Public Works, which is located at 333 West Ocean Blvd. in the City of Long Beach. The Contractor hereby acknowledges that it has read, reviewed and understands the Order and the BMPs as they relate to the Work and hereby agrees to perform the Work in conformance therewith. The City will deduct from the money due or to become due to the Contractor the total amount of any fines levied on the City, plus legal and staff costs, as a result of the Contractor's failure to comply with these provisions. In addition, the Contractor shall defend, indemnify, and hold the City harmless for any liability, loss, damage, fines, penalties, actions, costs and expenses related to the Contractor's (or its subcontractors) failure to comply with these laws and regulations.

The Contractor shall immediately inform the City of any investigation, citation, or legal action by any state or federal agency related to the Contractor's obligations under this Contract, and shall defend, indemnify, and hold harmless the City, its officials, and employees harmless from any loss, claim, demand, damage, liability, cause of action, proceeding, including, but not limited to fines, penalties and corrective measures, the City may sustain by reason of the Contractor's failure to comply with any state or federal law, regulation, or rule.

In preparing the bid, the bidder shall consider the following conditions pertaining to the completion of the specified maintenance tasks:

- The Contractor must conduct all operations in accordance with the City's Storm Water Management Plan (i.e. National Pollutant Discharge Elimination Program, or NPDES).
 - a. Appurtenances must be cleaned by a method or methods that do not result in runoff going into any body of water, gutter, or storm drain. Only potable water may flow into any body of water, gutter, or storm drain.
 - b. All wash water must be disposed of to a sanitary sewer.
 - c. No litter, debris, oil, grease, green waste, or other material or substance may be washed, swept, or blown into the ocean, street, or storm drain.
 - d. All liquids, including but not limited to rinse water, cleaning agents and pesticides, and their containers, must be properly disposed of in compliance with all laws, rules, and regulations. No liquid or product of any kind may be discharged to a gutter, storm drain, or paved surface where it could be carried to the storm drain

PAYMENT DEDUCTIONS / CONTRACTOR NON-COMPLIANCE

Payments shall be made for items supplied. No payments shall be made for non-delivery of items.

BID GENERAL CONDITIONS

If, in the judgment of the City, Contractor is deemed in default, the City at its option in addition to, or in lieu of, other remedies provided herein, may withhold payment or deduct from Contractor's invoice for work not performed. The City will give notice describing items not delivered and the amount to be withheld or deducted from payments.

Notwithstanding anything to the contrary printed on the City's Purchase Order, the Contractor may be terminated in accordance with and as described in "Default By Contractor / Termination", upon Contractor's failure to correct deficiencies in a timely manner.

DEFAULT BY CONTRACTOR / TERMINATION

Notwithstanding anything to the contrary in these Specifications or in the Purchase Order, the City may terminate this Contract without liability for damages when, in the City's sole opinion, the Contractor is not diligently performing or otherwise not complying in good faith with the Contract, has become insolvent, has assigned or subcontracted any part of the work without the consent of the City, or has otherwise defaulted in performance of the Contract.

BLANKET PURCHASE ORDER (BPO)/AUTHORIZED PERSONNEL

A Blanket Purchase Order (BPO) will be sent to each Approved Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders (PO)) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. The Approved Contractor must reference the PO number and not the BPO number on all invoices.

The Approved Contractor shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order.

INVOICING/PAYMENTS

Upon completion of each job (and not before obtaining clearances from LHC program), Contractor shall submit an original numbered invoice on the Contractor's business stationery. The invoice shall include, at a minimum, the correct City-generated BPO number (which can be found on the City purchase order), the address of the property that is completed, and a short description of the work performed and materials provided. 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.

The bill to address for this contract shall be:

City of Long Beach
Department of Health & Human Services
Lead Program
2525 Grand Avenue
Long Beach, CA 90815

BID GENERAL CONDITIONS

Invoices shall be sent electronically to HE-AcctsPay@longbeach.gov.

The invoice must include:

- **Purchase Order Release Number**
- **Department Representative Name PRINTED**

CONFLICT OF INTEREST

The Contractor represents and warrants that no City employee whose position in the City enables him/her to influence the award of the Contract or any competing Contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by the Contractor herein, or does or shall have any direct or indirect financial interest in this Contract.

VALIDITY

The invalidity, unenforceable or illegality of any provision of the Contract shall not render the other provisions invalid, unenforceable, or illegal.

WAIVER

Any waiver by the City of any default of any one or more of the terms, covenants, or conditions of the Contract shall not be construed to be a waiver of any subsequent or other default of the same or of any other term, covenant, or condition, nor shall failure on the part of the City to require exact and complete compliance with any of the terms, covenants, or conditions be construed as in any manner changing the terms of the Contract or stopping the City from enforcing the full provisions thereof.

No delay, failure or omission of the City to exercise any right, power, privilege, or option arising from any default, nor any payments made by the City, shall impair any such right, power, privilege, or option, or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right.

No notice to the Contractor shall be required to restore or revive "time is of the essence" after the waiver by the City of any default.

No option, right, power, remedy, or privilege of the City shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given the City hereunder shall be cumulative.

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance that party shall, within five (5) days, give notice hereof including all relevant information with respect thereto, to the other party.

BID GENERAL CONDITIONS

VENDOR CONTACT INFORMATION

Name of a person that will be the City's contact for customer service and questions.

CUSTOMER SERVICE:

Contact Name: Nichole Basile

Contact Direct Phone: (951) 926-4166

Contact Cell: (951) 232-1703

Contact Fax: (951) 926-5766

Contact E-mail: earleywine@msn.com

BILLING CONTACT:

Contact Name: Nichole Basile

Contact Direct Phone: (951) 926-4166

Contact Cell: (951) 232-1703

Contact Fax: (951) 926-5766

Contact E-mail: earleywine@msn.com

VENDOR'S EMPLOYEES

For statistical purposes only, please provide the following information below regarding your company's employees.

Specify the number of current full-time employees residing in Long Beach: 0.

Specify the number of current part-time employees residing in Long Beach: 0.

CONTRACT SPECIFICATIONS

GENERAL PROGRAM REQUIREMENTS

A. DESCRIPTION

The City of Long Beach Lead-Based Paint Hazard Control (LHC) program is seeking the services of multiple qualified Lead Hazard Control Contractors to conduct lead-based paint hazard control and healthy homes 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 and healthy homes remediation projects. Bids on individual 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, and per the specifications and terms of the individual remediation bids. Becoming an Approved Contractor does not guarantee a Project Contract award.

The City and/or the LHC program shall identify residential properties for lead hazard control and healthy homes remediation; test for and identify lead-based paint and other environmental hazards in the interior and exterior of the residence; establish access to the residence for the Contractor who is awarded the Project Contract; relocate residents as needed; test and clear residences/job sites; and issue payment for completed and compliant work and invoices. The Contractor is expected to perform all other required services, including but not exclusive of lead-based paint and other environmental hazard remediation; providing security for the job site until the project is cleared by the City; manage and dispose of hazardous and non-hazardous waste; comply with all applicable Federal, State and Local legal requirements; and utilize best work practices, with a concentration on worker, resident and neighborhood safety. Project Contract bids will include a detailed statement of work.

Approved Contractors must remain in good standing with all requirements herein, including but not limited to applicable licenses, permits, certifications, insurances and bonding. Approved Contractors shall notify the LHC program manager immediately of any changes.

B. ADDEDUM 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 by any commercial or private party related to Contractor's performance for the City.

C. APPROVED CONTRACTOR SELECTION

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"

CONTRACT SPECIFICATIONS

and rejected on these bases are entitled to a public hearing in accordance with the Long Beach Municipal Code.

D. SUBCONTRACTOR

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. Before commencing work on each individual project, Contractor shall furnish to the City a listing of all subcontractors who will perform work that constitutes more than 0.5% of the Project Contract value. Contractor must indicate what work will be subcontracted (referencing either the Project Contract line items or project statement of work provided by the LHC program manager), and the subcontracted amount. 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.

E. 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.

F. AUDITS

Representatives of the LHC 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.

G. NONCOMPLIANCE

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

H. SCHEDULING PROJECT CONTRACTS

Project scheduling must be completed within one week after notification of an award of a Project Contract. Contractor start dates shall:

- Allow reasonable time for tenant notification and unit preparation.
- Be agreed on by the Contractor, the LHC program manager, and the property owner.
- Begin no later than 4 weeks after the notice of award of contract, unless directed otherwise by the LHC program manager.
- 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 LHC program manager. City Holidays observed: New Year's Day, Martin Luther King Jr. Birthday, Presidents Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and following Friday, and Christmas Day.

CONTRACT SPECIFICATIONS

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 and/or lead 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) **Environmental Protection Agency (EPA)**

Contractor shall conduct all work practices in accordance with the Renovation, Repair and Painting rule of 2008, which requires certified training for workers, among other restrictions. Contractor must comply with 40 CFR 745, Subparts D, E and L.

iii) **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 mg/m³) averaged over an 8-hour period. This program 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, 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.

iv) **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.

v) **Equal Employment Opportunity**

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

CONTRACT SPECIFICATIONS

vi) 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.

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" (www.sam.gov). 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 (Over \$100,000)." 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
- e) Extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Contractor shall comply with the "Enforcement of the Drug-Free Workplace 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.

Contractor shall comply with lobbying activities provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part 87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (last updated February 15, 2013).

CONTRACT SPECIFICATIONS

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, the EPA Renovation, Repair and Painting rule of 2008, and any more stringent standards required by the LHC program. Contractors shall visually inspect units during the pre-bid walkthrough of an individual lead hazard remediation project and bid prices that 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 a LHC program representative.

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 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 alligatoring, 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.

CONTRACT SPECIFICATIONS

All specified single and double hung windows must have:

- Heavy duty or tempered glass and glazing installed with sash replacements (per Uniform Building Code),
- Double-glazed glass installed in weatherization windows,
- Glazing repaired/maintained for all window treatment with sashes primed below newly applied glazing compounds,
- New nylon ropes reconnected to original weights that operate smoothly when rehung,
- Replacement weights installed, if missing, or have sash balances installed as determined by a LHC project representative,
- Original hardware maintained, including removal of all paint, and reinstalled hardware (latches, etc.),
- Missing or defective hardware replaced with new and installed hardware,
- All new replacement components approved by a LHC project representative, and
- 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.

All environmental hazard remediation to reduce allergens, moisture intrusion, and safety hazards, such as repairing holes and gaps in walls and wall areas, fabricating and installing subfloor seals under drawer dead spaces, repairing stuck windows to ensure proper ventilation, specialized cleaning of mold and mildew, and other treatments as prescribed by the LHC project manager, shall be performed using standard construction industry methods and practices.

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

CONTRACT SPECIFICATIONS

damage to, areas adjacent to the work sites, including but not limited to 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 and abide by the City's Noise Ordinance per Chapter 8.80 of the City Municipal Code.

The Contractor shall endeavor to keep the noise level resulting from its operations to a minimum at all times, especially during the morning hours. In consideration of residents, the Contractor shall not use any power tools prior to 8:00 a.m. Reference the City's Municipal Code LBMC 8.80.200.

Excerpt from the City's Noise Ordinance:

8.80.202 - Construction activity—Noise regulations.

The following regulations shall apply only to construction activities where a building or other related permit is required or was issued by the Building Official and shall not apply to any construction activities within the Long Beach harbor district as established pursuant to Section 201 of the City Charter.

A. Weekdays and federal holidays. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity which produce loud or unusual noise which annoys or disturbs a reasonable person of normal sensitivity between the hours of seven p.m. and seven a.m., the following day on weekdays, except for emergency work authorized by the Building Official. For purposes of this Section, a federal holiday shall be considered a weekday.

B. Saturdays. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity which produce loud or unusual noise which annoys or disturbs a reasonable person of normal sensitivity between the hours of seven p.m. on Friday and

CONTRACT SPECIFICATIONS

nine a.m. on Saturday and after six p.m. on Saturday, except for emergency work authorized by the Building Official.

C. Sundays. No person shall operate or permit the operation of any tools or equipment used for construction, alteration, repair, remodeling, drilling, demolition or any other related building activity at any time on Sunday, except for emergency work authorized by the Building Official or except for work authorized by permit issued by the Noise Control Officer.

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 purchase and disposal of personal protective clothing to be worn by LHC program or City of Long Beach representatives and other project monitors, 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.

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. Contractor shall obtain a "Temporary EPA ID Number" from the Department of Toxic Substances Control on behalf of the

CONTRACT SPECIFICATIONS

property owner. This number 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 utilized in accordance with the manufacturer's directions and specifications, and any and all Federal, State and local regulations, laws and standards.

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. Contractor shall immediately report the condition to the South Coast Air Quality District (AQMD) by telephone at 800-CUT-SMOG (288-7664). Contractor shall also contact by telephone the LHC program manager, and immediately secure the area to limit access. Work in the affected area shall not be resumed except by written agreement between the LHC program manager and the Contractor.

vi) Records

Contractor shall furnish to the LHC program manager 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 LHC program manager with the Contractor's invoice.

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 LHC program manager for each certified lead in construction worker and supervisor allowed access to the property. Current certifications must be submitted prior to the expiration of any "Lead in Construction" certification as long as the Blanket Purchase Order is in effect.

Contractors shall abide by the following regulations concerning Lead Safety Certifications:

- For lead-based paint inspection, risk assessment, lead dust sampling, abatement, or interim controls: Firms and persons shall be qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement contractors, risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices); and
- For renovation, repair, or painting, renovation firms and renovators performing work on or after April 22, 2010 (or other date specified by the U.S. Environmental Protection Agency or the State in which the activity is conducted) shall be certified for the activities according to 40 CFR Part 745 (possessing certification valid for the State in which the activity is conducted), and that uncertified workers on such activities shall be trained in a HUD-approved course in lead-

CONTRACT SPECIFICATIONS

safe work practices and supervised by a person who is a certified abatement contractor and a certified renovator.

When bidding on individual Projects, the LHC program manager 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 LHC program manager 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 LHC program manager 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.

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. 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.

G. PROJECT MONITORING

A list of "Personnel and Subcontractors with Access Property" must be submitted to the LHC program manager 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

CONTRACT SPECIFICATIONS

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 LHC program manager 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. If requested by the project monitor, Contractor shall provide at their own cost protective equipment for the project monitor(s). 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 one (1) hour of notification if poor workmanship or unsafe work practices are observed.

The LHC program manager will assign Project monitors to act as observers 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.

Each 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 one (1) hour of notification if workers need clarification of work assignments.

H. 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 records 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 requests them.

I. 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

CONTRACT SPECIFICATIONS

unit, until the unit is reoccupied by the resident. Contractors with active worksite projects must attend progress meetings at the City as requested by the LHC program manager in a punctual manner. The supervisor must be able to be present at the work area in less than one (1) hour after a message is left with the Contractor.

J. CHANGE ORDERS

Change orders must be submitted in writing by the Contractor, signed by the Contractor, and their costs approved with signatures by the LHC program manager 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 LHC program. Upon approval, they will become part of the Project Contract and subject to the same terms and conditions.

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

L. 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, 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.

M. FINAL CLEARANCES

After all of the lead-related construction and non-lead related construction (including final clean) is completed, Contractor shall request the LHC program to conduct final clearances. Final clearance inspections shall be scheduled during normal business hours, and test results may take up to 24 hours. The property must meet the dust threshold limits as follows:

Interior Surfaces:

Floors:	<40 µg/ft ²
Horiz. Window Surfaces (except wells):	<250 µg/ft ²
Window Wells:	<400 µg/ft ²

Exterior Surfaces:

Floors:	<400 µg /ft ²
Horiz. Window Surfaces:	<400 µg /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)

CONTRACT SPECIFICATIONS

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.

N. 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 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.

O. COSTS BEYOND COMPLETION SCHEDULE AND CLEARANCE FAILURES

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** if the Contractor fails to complete work in accordance with the time schedule for the work. Excluded from this provision are delays due to severe weather, fire, earthquakes, civil disturbances, or *force majeure*. Other exemptions to this provision may be made at the discretion of the LHC program manager.

The Contractor shall pay for re-testing associated with failed clearance tests at the discretion of the LHC program manager. 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. Any Contractor who continually under-estimates the date of completion or fails to pass final clearance may be barred from future individual worksite bids.

P. PAYMENT

Requirements on page 4, Section 8 "PAYMENT" in "Instruction to Bidders" is amended as follows:

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

Q. WARRANTY

Requirements on page 7, Section 6 in "Contract – General Conditions" is replaced as follows:

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 LHC program manager within that period, the Contractor shall promptly remedy any defects due to faulty materials or workmanship at no cost to the LHC program. If the Contractor fails to correct the defects within ten (10) business days, the LHC program may remedy the defects by whatever means necessary, including

CONTRACT SPECIFICATIONS

contracting with another contractor to perform the work. The original Contractor shall pay any costs and damages incurred by the City and/or program managers in this regard.

R. BIDDING PROJECT CONTRACTS

Contractors who have not complied with these Special Conditions or have not performed to the City or LHC program'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 LHC program manager will notify Approved Contractor(s) of the time and day that a walkthrough 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. Contractors shall inspect the property and furnish bids to the LHC program by close of business (5:00 p.m.) three (3) working days after the scheduled walkthrough of the property.

Bid pricing must include all costs (including but not exclusive of labor, materials, waste disposal and equipment necessary) to implement and complete the Project in accordance with all of the Contract Specifications. Per the Notice of Funding Availability, Davis-Bacon Act requirements do not apply to this contract.

Included with each bid, the Contractor shall provide to the LHC program the number of days (not including weekends and holidays) needed to complete all work within each residential unit. 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 LHC program. The actual Contractor work schedule will be agreed upon by the LHC program manager, the Awarded Contractor, and the property owner. 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 (**Section O**).

Included with the bid, the Contractor shall provide to the LHC program manager 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 "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.

S. NOTICE TO PROCEED

The LHC program 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.

T. PUBLICATIONS AND NEWS RELEASES

The results of work conducted under the award may be made available to the public through dedication, assignment by HUD, or other means, as HUD shall determine. All deliverables, or any part thereof, Lead-Based Paint & Other Home Hazard Control Services

CONTRACT SPECIFICATIONS

and any independent products and special products arising from this award, when published by the grantee or other participants in the work shall contain the following acknowledgment and disclaimer: "The work that provided the basis for this publication was supported by funding under an award with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government." Copies of all press releases, formal announcements, and other planned, written issuances containing news or information concerning work products or activities of this award that may be made by any person or organization participating in the work of the award, shall, whenever possible, be provided to the LHC program at least three (3) weeks before the planned release but in no event simultaneously with or after the release.

U. COPYRIGHTS

HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for Federal government purposes: (a) the copyright in any work developed under this award, sub-award, or contract awarded under this bid; and (b) any rights of copyright to which a grantee or sub-grantee or a contractor purchases ownership with award funds.

V. LITIGATION

Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the vendor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones, or other contractual failures.

W. PROJECT CONTRACT BID PRICES

Contractor shall submit their best pricing for each task. Tasks are listed by line item in PlanetBids and explained in detail in the following Bid Section. These tasks represent items typically encountered on an individual project. Typical projects are 4-10 unit, pre-1940's constructed, occupied residential housing structures. 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. Pricing will be evaluated on a line-by-line item basis and total cost basis.

PLEASE ENTER PRICING IN THE LINE ITEM TAB IN PLANETBIDS.

BID SECTION

The following tasks are for one (1) unit each (one window system, one door system, etc.), unless otherwise specified. All work shall be completed in accordance with the conditions stated herein. The following tasks are representative of individual project items, but do not constitute an exclusive list. Other services and items may be required for projects, and will be bid on individual properties/statements of work.

NOTE: Red item numbers below correspond to the Line Items tab in PlanetBids.

**Section 1.
INTERIOR (NON-FRICTION) PAINT STABILIZATION**

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

- a) Accessible Surfaces (including doors, decks, floors, walls, baseboards, chair rails, mantles, stair treads)
- b) Less Accessible Surfaces (including interiors of built-ins, cabinets, crown moldings and ceilings)
- c) Detailed Components (including banister, balusters, detailed trim, etc.)

Item #1
Item #2
Item #3

**Section 2.
SINGLE SASH WINDOW TREATMENTS**

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:	12" x 18" < x ≤ 24" x 36" or 216 sq. in. < x ≤ 864 sq. in.
Large:	larger than 24" x 36", or >864 sq. in.

Single Sash Window Treatment.....	Small Item #4	Medium Item #5	Large Item #6
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BID SECTION

Section 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	Item #7	Item #8	Item #9

Section 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.....	Item #10	Item #11	Item #12

Section 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.....	Item #13	Item #14	Item #15

BID SECTION

Section 6.

DOOR SYSTEM TREATMENT

Paint removal to base wood on all friction/impact surfaces of the door and door frame, door jamb; remove / replace stop molding; remove loose and peeling paint from all deteriorated areas in door system; patch and prep surfaces for painting; remove all paint from original hardware; replace missing or defective hardware (i.e. hinges) with new and reinstall; reset door in friction-free manner; paint door system.

Door System Treatment Item #16

Section 7.

CABINET SYSTEM TREATMENT

Paint removal to base wood on all impact/friction surfaces of cabinet system; remove paint from all original hardware or replace with new as directed by the City; replace any missing or defective hardware (i.e. knobs, hinges, etc.); set cabinet doors in friction-free manner and cabinet door locks (mechanical or magnetic) to keep the cabinet door shut; prep, patch, and paint all interior and exterior cabinet surfaces, including back and undersides.

Cabinet Sizes

(Entire cabinet)

Small:	≤ 24" H x 36" W x 24" D
Medium:	24" H x 36" W x 24" D < x ≤ 28" H x 48" W x 36" D
Large:	> 28" H x 48" W x 36" D

Cabinet System Treatment	Small <u>Item #17</u>	Medium <u>Item #18</u>	Large <u>Item #19</u>
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Section 8.

STAIR TREAD AND RISER ENCLOSURE / STAIR SYSTEM TREATMENT

Remove loose paint; enclose treads and risers with secured rubber or vinyl and metal nose per the HUD Guidelines; wet scrape and paint all remaining stair system surfaces (e.g. handrails, balustrades, stringers, landings, support columns, etc.); including accessible undersides of system.

Stair Tread and Riser Enclosure / Stair System Treatment Item #20

BID SECTION

Section 9.

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

a. Clean non-porous floor (vinyl, tile, sealed wood, etc.)	Item #21
b. Clean carpeted floor	Item #22
c. Clean carpeted floor	Item #23
d. Clean wood floor, seal with one (1) coat of polyurethane	Item #24
e. Additional coat of polyurethane (to "d" above)	Item #25

Section 10.

EXTERIOR SURFACE (NON-FRICTION) PAINT STABILIZATION

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

a) 1st Floor Flat Surfaces (including walls, doors, ceilings, fences, vents, porch beams, etc.)	Item #26
b) 1st Floor Detailed Surfaces (including security bars, contoured gutters, etc.)	Item #27
c) 1st Floor Eaves, Soffits, Rafter, Fascias	Item #28
d) 2nd Floor Flat Surfaces (including walls, ceilings, vents, etc.)	Item #29
e) 2nd Floor Detailed Surfaces (including security bars, contoured gutters, etc.)	Item #30
f) 2nd Floor Eaves, Soffits, Rafter, Fascias	Item #31
g) 3rd Floor Flat Surfaces (including walls, ceilings, vents, etc.)	Item #32
h) 3rd Floor Detailed Surfaces (including security bars, contoured gutters, etc.)	Item #33
i) 3rd Floor Eaves, Soffits, Rafter, Fascias	Item #34

Section 11.

FASCIA REPLACEMENT

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

Fascia Replacement Sizes:	Small:	Up to 1" x 4"	Small Item #35	Medium Item #36	Large Item #37
	Medium:	Up to 1 1/4" x 6"			
	Large:	Up to 1 1/2" x 8"			
Fascia Replacement					

BID SECTION

Section 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 foot area (roughly 1¼ cubic yards); prepare ground and plant sod over same area.

200 Square Foot Soil Removal (1¼ Cubic Yards), Replacement, and Planting 200 Square Feet of Sod Item #38

Section 13.

ELIMINATE SOURCES OF WATER / MOISTURE INTRUSION

Make bathtub / shower enclosures watertight to prevent water seepage into undrained / unventilated spaces.

Standard 30" x 60" Enclosure Item #39

Section 14.

GENERAL CARPENTRY / RENOVATION

- a) Repair holes and gaps in walls / wall areas under and behind kitchen and bathroom sinks Item #40
- b) Fabricate and install sub-floor seals under drawer dead spaces Item #41
- c) Repair stuck windows to function as designed for ventilation Item #42
- d) Replace electric outlet switches as needed Item #43

Section 15.

SPECIALIZED CLEANING

- a) Remove visible mold growth from substrates and clean affected areas Item #44
- b) Remove rodent droppings and clean using specialized cleaning (soak droppings with bleach solution prior to removal; disinfect cleaned area with bleach solution) Item #45
- c) Remove and clean dead cockroaches and spotting, disinfect cleaned area with bleach solution Item #46

ATTACHMENT A – BID SUMMARY

WE ARE PLEASE TO SUBMIT THIS BID FOR LEAD-BASED PAINT AND OTHER HOME HAZARD CONTROL SERVICES IN ACCORDANCE WITH THE CITY OF LONG BEACH INVITATION TO BID, SPECIFICATIONS AND TERMS AND CONDITIONS TO PROVIDE LEAD-BASED PAINT REMOVAL SERVICES **FOB DESTINATION** CITY OF LONG BEACH.

UNIT EXTENSION PRICES STATED HEREIN SHALL **NOT** INCLUDE SALES TAX.

ALL UNIT PRICING SHALL INCLUDE ALL DELIVERY CHARGES AND ANY OTHER CHARGES.

SUMMARY OF BID ITEMS

ENTER PRICING IN PLANETBIDS.

Payment Terms: Net 30 (e.g. Net 30 or 2/15)

ATTACHMENT B

Acceptance of Certification

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

Instructions for completing the form, *Attachment –Debarment Certification*

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at www.sam.gov to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at any time, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-57-6200***

ATTACHMENT B

Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 18 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

- Are not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal department or agency;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been suspended, debarred, voluntarily excluded or declared ineligible by a federal agency;
- Do not presently have a proposed debarment proceeding pending;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, been indicted or convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct;
- Have not, within a three (3) year period preceding this bid/agreement/proposal, had one or more public transactions (Federal, State, or local) terminated for cause or default.

If reorganization, management turnover, or a shift or change of principals' status occurs, written notice must be submitted within 21 days. Subsequent disclosure of unfavorable information will be subject to thorough review and remedial action. Updated versions of this certification may be requested on a routine basis.

Where the potential prospective recipient of Federal assistance funds is unable to certify to any of the statement in this certification, such prospective participant shall attach an explanation to the applicable bid/agreement/proposal.

Vizion's West, Inc.

Business/Contractor/Agency

Nichole Basile

Secretary/Treasurer

Name of Authorized Representative

Title of Authorized Representative



Signature of Authorized Representative

9/6/2016

Date

r21411



City of Long Beach
Purchasing Division
333 W Ocean Blvd/7th Floor
Long Beach CA 90802

ATTACHMENT C

Reference Information Form

Client/Contractor Name City of Long Beach

Project Manager/Contact Name Michael Netter E-mail michael.netter@longbeach.gov Ph. No. (562) 570-4484

Address 2525 Grand Avenue, Long Beach CA 90815

Project Description 2108 Linden Avenue - Performed and completed lead-based paint hazard control activities.

Project Dates (Start and End) 8/2-8/12/16 Contract Term(s) Per schedule Contract Amount \$25,470.00
& lead program guidelines

Client/Contractor Name City of Fontana

Project Manager/Contact Name Elia Alvarez E-mail ealvarez@fontana.com Ph. No. (909) 350-6605

Address 8353 Sierra Avenue, Fontana CA 92335

Project Description 17600 Hawthorne Avenue - Removed and disposed of asbestos containing materials. Remediation of mold present at job location.

Project Dates (Start and End) 10/12-10/14/16 Contract Term(s) Per schedule Contract Amount \$14,950.00
& program guidelines

Client/Contractor Name City of Pomona

Project Manager/Contact Name Mike Cravens E-mail mike.cravens@ci.pomona.ca.us Ph. No. (909) 620-2415

Address 505 S. Garey Avenue, Pomona CA 91769

Project Description 2159 Cinderella Way - Prep and paint exterior of residence, Patch and paint stucco.

Project Dates (Start and End) 5/3-5/9/16 Contract Term(s) Per schedule Contract Amount \$4,985.00
& program guidelines

Client/Contractor Name City of Huntington Park

Project Manager/Contact Name Fernanda Palacios E-mail fpalacios@hpcagov Ph. No. (323) 584-6266

Address 6550 Miles Avenue, Huntington Park CA 90255

Project Description 6330-6332A Stafford Avenue - Performed and completed lead-based paint hazard control activities

Project Dates (Start and End) 11/16-11/30/16 Contract Term(s) Per schedule Contract Amount \$46,503.00
& lead program guidelines

Client/Contractor Name City of Hemet

Project Manager/Contact Name Lionel Martinez E-mail LMartinez@cityofhemet.org Ph. No. (951) 765-2339

Address 445 E. Florida Avenue, Hemet CA 92543

Project Description Various Project On Call Services include Board Ups, Weed Abatement, Property Secure, Lock Change, Emergency Services.

Project Dates (Start and End) Ongoing Contract Term(s) Per program Contract Amount \$35,000.00
guidelines

ATTACHMENT D

**W-9 Request for Taxpayer
Identification Number and Certification**

Form-Fillable PDF available at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Vizion's West, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 26025 Newport Road Suite A #220	Requester's name and address (optional)
	6 City, state, and ZIP code Menifee, CA 92584	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number								
				-				

or

Employer identification number

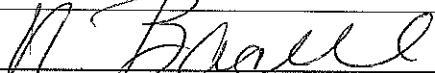
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ 	Date ▶ 9/6/2016
-----------	--	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or ...
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ATTACHMENT E

EQUAL BENEFITS ORDINANCE DISCLOSURE FORM

As a condition of being awarded a contract with the City of Long Beach ("City"), the selected Contractor/Vendor ("Contractor") may be required during the performance of the Contract, to comply with the City's nondiscrimination provisions of the Equal Benefits Ordinance ("EBO") set forth in the Long Beach Municipal Code section 2.73 et seq. The EBO requires that during the performance of the contract, the Contractor shall provide equal benefits to its employees with spouses and employees with domestic partners. Benefits include but are not limited to, health benefits, bereavement leave, family medical leave, membership and membership discounts, moving expenses, retirement benefits and travel benefits. A cash equivalent payment is permitted if an employer has made all reasonable efforts to provide domestic partners with access to benefits but is unable to do so. A situation in which a cash equivalent payment might be used if where the employer has difficulty finding an insurance provider that is willing to provide domestic partner benefits.

The EBO is applicable to the following employers:

- For-profit employers that have a contract with the City for the purchase of goods, services, public works or improvements and other construction projects in the amount of \$100,000 or more
- For-profit entities that generate \$350,000 or more in annual gross receipts leasing City property pursuant to a written agreement for a term exceeding 29 days in any calendar year

Contractors who are subject to the EBO must certify to the City before execution of the contract that they are in compliance with the EBO by completing the EBO Certification Form, attached, or that they have been issued a waiver by the City. Contractors must also allow authorized City representatives access to records so the City can verify compliance with the EBO.

The EBO includes provisions that address difficulties associated with implementing procedures to comply with the EBO. Contractors can delay implementation of procedures to comply with the EBO in the following circumstances:

- 1) By the first effective date after the first open enrollment process following the contract start date, not to exceed two years, if the Contractor/vendor submits evidence of taking reasonable measures to comply with the EBO; or
- 2) At such time that the administrative steps can be taken to incorporate nondiscrimination in benefits in the Contractor/vendor's infrastructure, not to exceed three months; or
- 3) Upon expiration of the contractor's current collective bargaining agreement(s).

Compliance with the EBO

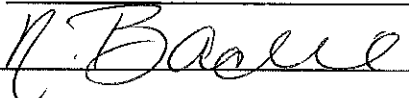
If a contractor has not received a waiver from complying with the EBO and the timeframe within which it can delay implementation has expired but it has failed to comply with the EBO,

ATTACHMENT E

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

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

Printed Name: Nichole Basile Title: Secretary/Treasurer

Signature:  Date: 9/6/2016

Business Entity Name: Vizion's West, Inc.

ATTACHMENT E

CERTIFICATION OF COMPLIANCE WITH THE EQUAL BENEFITS ORDINANCE

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Vizion's West, Inc. Federal Tax ID No. [REDACTED]
Address: 26025 Newport Road Suite A #220 (29033 Ave De Las Flores, Quail Valley CA 92587)
City: Menifee State: CA ZIP: 92584
Contact Person: Nichole Basile Telephone: (951) 926-4166
Email: earleywine@msn.com Fax: (951) 926-5766

Section 2. COMPLIANCE QUESTIONS

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

Section 3. PROVISIONAL COMPLIANCE

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

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

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

ATTACHMENT E

____ Upon expiration of the contractor's current collective bargaining agreement(s). N/A

- B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent? (The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.) N/A
____ Yes ____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 6 day of September, 2016 at Quail Valley, CA

Name Nichole Basile

Signature



Title Secretary/Treasurer

Federal Tax ID No. [REDACTED]

ATTACHMENT F

SECRETARY OF STATE CERTIFICATION PRINTOUT

<http://kepler.sos.ca.gov/>

The screenshot shows a web browser window with the address bar displaying <http://kepler.sos.ca.gov/>. The browser's menu bar includes File, Edit, View, Favorites, Tools, and Help. The toolbar shows various icons, including a search icon and a "Business Search - Bu..." button. The main content area features a banner for the California Secretary of State Alex Padilla, with the text "All people speak without discrimination". Below the banner is a navigation menu with links to Business Programs, Notary & Authentications, Elections, Campaign & Lobbying, State Archives, and Registries. The left sidebar contains a list of links under the heading "Business Entities (BE)", including Online Services, E-File Statements of Information for Corporations, Business Search, Processing Times, Disclosure Search, Main Page, Service Options, Name Availability, Forms, Samples & Fees, Statements of Information (annual/biennial reports), Filing Tips, Information Requests (certificates, copies & status reports), Service of Process, FAQs, Contact Information, Resources (Business Resources, Tax Information, Starting A Business), and Customer Alerts (Business Identity Theft, Misleading Business Solicitations). The main content area is titled "Business Search" and contains a paragraph explaining the search tool's purpose: "This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#)." Below this is a note: "Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#)." A section titled "To conduct a search:" lists three steps: 1. Select the applicable search type. 2. Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C. 3. Select the Search button. Below this is a "Search Type:" section with three radio buttons: ☒ Corporation Name, ☐ Limited Liability Company/Limited Partnership Name, and ☐ Entity Number. At the bottom of the search section is a form with a label "Entity Name:" followed by a text input field containing the placeholder text "enter company name here and hit 'search'", a "Search" button, and a "Privacy Statement" link. The footer of the page includes a "Privacy Statement" link, a "Free Document Readers" link, and a copyright notice: "Copyright © 2015 - California Secretary of State".

http://kepler.sos.ca.gov/

File Edit View Favorites Tools Help

Suggested Sites SBA Size Table SAM simpler-financials (TEST) New Planetbids Login User Bid Info Council EZ FAMIS OD

California Secretary of State Alex Padilla

Secretary of State Main Website Business Programs Notary & Authentications Elections Campaign & Lobbying State Archives Registries

Business Search

This search provides access to domestic stock, domestic nonprofit and qualified foreign corporations, limited liability company and limited partnership information of record with the California Secretary of State. For additional information about entity addresses and the names and addresses of the principals of the entity, order a copy of the last complete Statement of Information (for corporations and limited liability companies) or formation and amendment documents (for limited partnerships). For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).

Please note: This search is not intended to serve as a name availability search. For information on checking or reserving a name, refer to [Name Availability](#).

To conduct a search:

- Select the applicable search type.
- Enter the entity name or number you wish to search. Note: If entering the entity number of a corporation, the number must begin with the letter C.
- Select the **Search** button.
- For help with searching an entity name or number, refer to [Search Tips](#).

Search Type:

☒ Corporation Name ☐ Limited Liability Company/Limited Partnership Name ☐ Entity Number

Entity Name:

Disclaimer: This tool allows you to search the Secretary of State's California Business Search database for abstracts of information for domestic stock, domestic nonprofit and qualified foreign corporations, limited liability companies and limited partnerships that have filed with this office. This search tool groups corporations separately from limited liability companies and limited partnerships and returns all entities for the search criteria in the respective groups regardless of the current status.

Although every attempt has been made to ensure that the information contained in the database is accurate, the Secretary of State's office is not responsible for any loss, consequence, or damage resulting directly or indirectly from reliance on the accuracy, reliability, or timeliness of the information that is provided. All such information is provided "as is." For information on ordering copies of the official business entity records for a particular entity, please refer to [Information Requests](#).

[Privacy Statement](#) | [Free Document Readers](#)

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Please include a printout from this website with your bid.
Individual and Sole Proprietor businesses are exempt.

Business Entity Detail

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, August 16, 2016. Please refer to Processing Times for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	VIZION'S WEST, INC.
Entity Number:	C2606805
Date Filed:	02/26/2004
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	26025 NEWPORT RD STE A #220
Entity City, State, Zip:	MENIFEE CA 92584
Agent For Service of Process:	WILLIAM T PASCOE
Agent Address:	29970 TECHNOLOGY DR STE 218
Agent City, State, Zip:	MURRIETA CA 92596

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.

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City of Long Beach

Department of Financial Management
Purchasing Division
333 W. Ocean Blvd. 7th Floor, Long Beach, California 90802
p 562.570.6200

September 16, 2016

NOTICE TO BIDDERS

ADDENDUM NO. 2: Section 3 Requirements

ITB HE 16-111 Lead-Based Paint & Other Home Hazard Control Services

This acknowledgement needs to be signed and included with your submission.

This document is an addendum to the City of Long Beach bid ITB HE16-111 and, as such, all Terms and Conditions included in the bid document continue to apply.

Please acknowledge receipt of this addendum by signing and returning with your HUD Section 3 submission. **You are required to submit this Addendum with your submission. Any bidder who fails to submit this Addendum may be disqualified.**

The City of Long Beach released a bid for Lead-Based Paint & Other Home Hazard Control Services on August 17, 2016. On September 7, 2016, the City received three bid responses.

The City has determined that none of the bidders:

- Committed to meet the minimum 10% Section 3 Subcontracting Requirements, or
- Submitted all required outreach & Best Effort documentation as required per the bid specifications beginning on page 60 of the bid document.

Prime bidders must submit a 10% subcontracting commitment by the required due date to illustrate their intent to meet the Section 3 Subcontracting Requirements.

If the prime bidder's commitment plan does not illustrate intent to meet the 10% Section 3 Subcontracting Requirement, the bidder must submit demonstrated outreach and best efforts that address the four (4) requirements as outlined under the **Section 3 Business Enterprises – Compliance Requirements** portion of the bid document, beginning on page 60.

Attached please find a checklist of all Section 3 requirements that will be used to evaluate responsiveness. Please use this checklist to ensure all requirements are met, and all of the proper documentation is submitted. All bidders must include this addendum along with all items outlined in the attached checklist with their submission. All submittals must pass evaluation for the bids to remain responsive.

Contractors must submit an electronic copy of the complete response via e-mail to PurchasingBids@longbeach.gov attention Traci Fitzharris with the bid number ITB HE 16-111 in the subject line of the email message.

Contractor's Section 3 submission must be submitted by **12:00 PM (PST) Friday, September 30, 2016.**

PREPARED BY: Traci Fitzharris, Buyer I

ACKNOWLEDGED BY:

Arizona's West, Inc.
Company Name

Nichole Basile
Print Name

Secretary/Treasurer
Title

[Signature]
Signature

9/19/16
Date

Section 3 Business Enterprises Compliance Requirements Checklist

Requirement: Contract with Section 3 Businesses for 10% of the total contract amount

Please submit the following signed & completed documents with your bid:

- ☒ **Best Effort Cover Sheet**
- ☒ **Attachment B** (For Prime Contractors) – Signed Affidavit
- ☒ **Attachment I** (For Prime Contractors) – Section 3 Outreach Agencies Log
- ☒ **Attachment I** (For Prime Contractors) – Section 3 Businesses Telephone Log
- ☒ **Attachment J** (For Prime Contractors) – Business Information Form
- ☒ **Attachment J** (Submit 1 per subcontractor) – Business Information Form

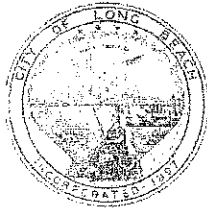
If you fail to meet the contracting requirement, you must demonstrate that you utilized your **best efforts** to contract with Section 3 Businesses.

For a complete Best Effort Submittal package, please submit **all of the documents** in the checklist above **in addition** to the following:

- ☒ **Proof of Publishing** – One (1) General Press Advertisement*
- ☒ **Proof of Publishing** – Two (2) Community Newspapers*
- ☒ **Proof of Publishing** – Two (2) Outreach Agencies*
- ☒ **Attachment I** – Section 3 Businesses Telephone Log
- ☒ **Attachment I** – Follow up to all non-responsive businesses on Section 3 Businesses Telephone Log
- ☒ **Attachment I** – Section 3 Outreach Agencies Log
- ☒ Any other documentation proving contacts were made.

- ☐ Fax Confirmation sheets
- ☐ Copies of Metered Envelopes
- ☐ Copies of Registered Mail Receipts
- ☒ Sent Email Confirmation Printouts

*For a list of approved newspapers/outreach agencies, refer to instructions on page 60 of the bid document.



ATTACHMENT G

HUD SECTION 3 ATTACHMENTS

CITY OF LONG BEACH

DEPARTMENT OF FINANCIAL MANAGEMENT
Business Services Bureau

DEVELOPER/CONTRACTOR HUD SECTION 3 PROJECT COMPLIANCE REQUIREMENTS

[Attachments J and Best Efforts Cover Page
required at the time of bid submission.]

REVISED December 10, 2015

Policy

Notwithstanding anything contained in federal law, the Contractor (throughout this checklist, reference to "Contractor" shall mean prime contractor and shall include "Developer" as applicable) and its subcontractors shall comply with Section 3 hiring requirements (24 CFR Part 135) and shall:

1. Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the subject project site.
2. Hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce.

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 Coordinator:** Representative(s) of the City available to assist the Contractor and any subcontractor(s) meet the Section 3 goals described above.

► **Section 3 Business:** A business that is fifty-one percent (51%) or more owned by a 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 (3) 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 area median income for the Los Angeles County-Long Beach area and who resides in the City of Long Beach or Signal Hill or an individual who lives in public housing. **For Section 3 business certification, expands to Long Beach-LA-Santa Ana Metropolitan Statistical Area (Attachment A, "HUD Income Limits," provides guidelines).**

Section 3 Business Enterprises – Compliance Requirements

Prior to bid opening, the Section 3 Coordinator will provide the Developer/Contractor with the direction to meet the 10% Section 3 Subcontracting Requirement. The following will also be provided to demonstrate that the Contractor/Developer utilized its best efforts to contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site as a requirement for the Developer/Contractor who fails to meet this contracting requirement:

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 a 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 may also be used.

General Press

Long Beach Press Telegram
727 Pine Avenue
Long Beach, CA 90844
(562) 435-1161

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

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

Community Newspapers

Signal Tribune
939 E. 27th Street
Signal Hill, CA 90755
(562) 595-7900

La Opinion
700 S. Flower Street, Suite 3000
Los Angeles, CA 90017
213) 622-8332

Long Beach Times
3798 Atlantic Avenue
Long Beach, CA 90807
(562) 715-5641

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. The Section 3 Business List is on the City's website at <http://www.longbeach.gov/finance/business-info/compliance/hud-section-3-program/>

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. Other known agencies may be used.

Regional Hispanic Chamber of Commerce
3515 Linden Avenue
Long Beach, CA 90807
(562) 212-2889
info@regionalhispaniccc.org

Long Beach Chamber of Commerce
One World Trade Center, Suite 206
Long Beach, CA 90831-0206
(562) 436-1251

The Regional Hispanic Chamber receives advertisements for contracting opportunities to their members. Please send a concise email detailing subcontracting opportunities that you are offering together with your applicable contact information and a due date.

The Long Beach Chamber is pleased to advertise contracting opportunities to their members, but please provide Notice to the chamber as soon as possible, due to the chambers turn-around time.

4. Follow up on all non-responsive solicitations of Section 3 businesses and provide additional information about the contracting opportunity.

Prior to bid opening, the Contractor shall do the following:

Contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site. The City 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 assistance in completing the requirements listed herein. If the Contractor fails to meet this contracting requirement, the Contractor shall be subject to penalties outlined in Effects of Noncompliance on page 8. To avoid imposition of such penalties, **the Contractor who fails to meet the contracting requirement must demonstrate that it utilized its best efforts to contract with Section 3 businesses for a minimum of ten percent (10%) of the total dollar amount of all building trades work at the project site.**

1. The Contractor must demonstrate best efforts by detailing all efforts made on a contact log similar to **Attachment I** and affixing documents to the log that support such efforts (e.g., proof of mailing, fax transmittal sheets, e-mails, etc.), and advertising in local media. The contact log must at a minimum include the following:

- Company called
- Contact information (telephone or fax number, e-mail address)
- Contact person
- Time
- Date
- Results of the conversation

2. The Contractor must also demonstrate best efforts by detailing all efforts made by obtaining a list of known Section 3 and local business enterprises made available on the City of Long Beach HUD Section 3 Program Webpage at: <http://www.longbeach.gov/finance/business-info/compliance/hud-section-3-program/>. Actively contact those businesses to ascertain whether they are interested in participating on the project team. Contractors are encouraged to contact other business enterprises that may qualify as Section 3 business enterprises. All contact with these businesses must be documented by providing a contact log (**Attachment I**) or a list of businesses contacted via fax, mail or e-mail. If a contact log is used it must include the information noted in **Attachment I**. If other lists are used, they should at a minimum include company name, address, contact person (if available), date contacted via fax, mail or e-mail, and result of contact.
3. The Contractor must also demonstrate best efforts by detailing all efforts made by contacting the outreach agencies listed on page 4. All contact with these outreach agencies must be documented by providing a contact log similar to **Attachment I** or a list of agencies contacted via fax, mail or e-mail. If other lists are provided, they should at a minimum include company name, address, contact person (if available), date contacted via fax, mail or e-mail, and result of contact.
4. Submit a Business Information Form (**Attachment J**) for the **Prime Contractor and all listed subcontractors** with the Prime's Bid. If not available with Bid Documents, each form must be received by the City by 10:00 a.m. of the next working day. **This requirement must be met whether or not the 10% Section 3 Contracting Requirement is met.** The Section 3 Coordinator will use this form to determine if the subcontractor qualifies as a Section 3 business enterprise.

Section 3 Workforce – Compliance Requirements

During construction, the Contractor shall do the following:

1. The Contractor shall hire Section 3 residents for a minimum of thirty percent (30%) of total hours, above the existing Core Workforce. If the Contractor fails to meet this hiring requirement, the Contractor shall be subject to penalties outlined in Effects of Noncompliance on page 8. To avoid imposition of such penalties, the Contractor must demonstrate that it utilized its best efforts to hire Section 3 residents for a **minimum of thirty percent (30%) of total hours, above the existing Core Workforce**. The Contractor may demonstrate best efforts by detailing all efforts made on a contact log similar to **Attachment I** and affixing documents to the log that support such efforts (e.g., proof of mailing, fax transmittal sheets, e-mails, etc.).

2. The Contractor shall submit the following documentation to the City's Section 3 Coordinator at a date and time to be specified:
 - **An executed HUD Section 3 Affidavit (Attachment B).** This document is to be submitted with the Prime Contractor's bid. Must be completed by all subcontractors prior to issuance of Notice to Proceed.
 - **An executed HUD Section 3 Compliance Certificate (Attachment C).** This document is to be submitted with the Contractor's bid and becomes a part of the Contractor's contract with the City and required for each subcontractor. Must be completed by all contractors prior to the issuance of Notice to Proceed.
 - **A list of the Existing Core Workforce** for the prime contractor and each listed subcontractor (**Attachment D**). Must be submitted prior to the issuance of Notice to Proceed.
 - **A Project Employee Survey Form (Attachment E)** for each new employee for the prime contractor and each listed subcontractor. 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 a Section 3 business.
 - **An Employment Forecast Form (Attachment F)** identifying the trades that will be used, numbers of workers needed, and forecasted number of hours for each trade. This form must be submitted even if no new hires are anticipated. (This is a mandatory monthly submittal.)

In addition to submitting the documentation listed above, during construction of the project, the Contractor shall do the following:

1. If applicable, work with local unions to request hiring priority for journeymen and apprentices who are Long Beach and Signal Hill residents. The Contractor shall provide priority to Long Beach and Signal Hill residents for all hiring opportunities so as to ensure that a minimum of thirty percent (30%) of all new hires are Long Beach or Signal Hill residents. A sample letter is provided in these Section 3 documents.
2. Use the Request for Craft Employees Form (**Attachment L**) or Worker Requisition Form (**Attachment M**), as applicable, to notify the local Workforce Development Office, non-profit entities, and community-based organizations of available employment opportunities at the project site. As new construction employees are needed by the Contractor or subcontractor, the following should be followed:

- a. **Union Contractors:** Contractors are required to submit a letter (**Attachment K**) and the Request for Craft Employees Form (**Attachment L**) to their respective unions notifying them of the Contractor's Section 3 obligations when requesting workers.
 - b. **Non-Union Contractors:** Non-Union contractors are required to use the Worker Requisition Form (**Attachment M**) and submit same to the City's Workforce Development Bureau when requesting new workers.
3. Post public notices announcing **HUD Section 3 Job and Contracting/Business Opportunities (Attachment H)**. The Contractor shall post these notices at the jobsite.
4. With each monthly application for payment, the Contractor shall provide to the Section 3 Coordinator or designee, by the fifteenth (15th) calendar day of the following month, Contractor and subcontractor documentation to confirm compliance with Section 3 requirements. These documents shall include, but not be 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 and occupation
 - c. **Construction Jobs Survey Form (Attachment E)** for all new hires
 - d. **Monthly Forecasting Form (Attachment F)**
5. Submit 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.

During construction of the project, the Contractor shall provide all required information to the Section 3 Coordinator or designee who will do the following:

1. Coordinate with the City's workforce development bureau and other community organizations that provide workforce opportunities and training.
2. Provide to the Contractor all documents and responses from Section 3 applicants for the purpose of having the Contractor follow up and respond to such inquiries. Such follow-up must be documented with a contact log similar to **Attachment I** or by providing a list of follow-ups contacted via fax, mail or e-mail. Fax, mailing lists and/or e-mail distributions should contain the applicant's name, fax number, mailing address or e-mail address, and the date faxing, mailing or e-mailing occurred.

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 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 thirty percent (30%) hiring and ten percent (10%) subcontracting goals, the maximum penalty that may be assessed is ten percent (10%) of each subsequent progress pay application.

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

**HUD Section 3 Contract/Business Opportunity and Workforce
Development Compliance Personnel List**

	Contracting/ Business	Employment Opportunities
Contact	HUD Section 3 Coordinator	Sal Barajas Pacific Gateway Coordinator
Phone	(562) 570-6200	(562) 570-3651
Address	City Hall 333 W. Ocean Boulevard, 7th floor Long Beach, CA 90802	Pacific Gateway Network 3447 Atlantic Avenue Long Beach, CA 90806
Email	lbpurchasing@longbeach.gov	Salvador.barajas@pacific-gateway.org
Fax	(562) 570-5099	(562) 570-4551

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

I, the undersigned

Nichole Basile
(Officer or authorized agent of
company—Print Name)

Secretary/Treasurer
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.

 9/6/2016
Signature Date



BEST EFFORT SUBMITTAL PACKAGE

To be submitted as part of the prime contractor's bid package
to document that the prime contractor has made best efforts to contract with Section 3 businesses.

COVER SHEET

Submitted by

Developer/Contractor: Vizion's West, Inc.

Project:

Bid Number: ITB HE16-111 Lead Based Paint & Other Home
Hazard Control Services

1. ATTACHMENT B – HUD SECTION 3 AFFIDAVIT

2. ATTACHMENT I: CONTACT LOG – BUSINESSES

SECTION 3 BUSINESSES LOCATED ON OUR WEBSITE AT:

[HTTP://WWW.LONGBEACH.GOV/FINANCE/BUSINESS-INFO/COMPLIANCE/HUD-SECTION-3-PROGRAM/](http://www.longbeach.gov/finance/business-info/compliance/hud-section-3-program/)

3. ATTACHMENT I: CONTACT LOG – OUTREACH AGENCIES

4. ATTACHMENT J: BUSINESS INFORMATION FORMS FOR THE
PRIME CONTRACTOR AND ALL LISTED SUBCONTRACTORS
(IF NOT AVAILABLE WITH BID DOCUMENTS, IT MUST BE
RECEIVED BY THE CITY BY 10:00 A.M. OF THE NEXT
WORKING DAY)

5. APPENDIX: ALL DOCUMENTATION PROVING CONTACTS
WERE MADE. THIS **SHOULD** INCLUDE THE FOLLOWING:

- Fax Confirmation Sheets
- Copies of Metered Envelopes
- Copies of Registered Mail Receipts
- Sent Email Confirmation printouts



CITY OF LONG BEACH

HUD SECTION 3 AFFIDAVIT

Must be completed by the Prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

IMPORTANT NOTE: YOUR SIGNATURE BELOW INDICATES THAT YOU RECEIVED A COPY OF THE CITY'S SECTION 3 POLICY AND REQUIREMENTS AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION (ATTACHMENT C) AND COMPLIANCE REQUIREMENTS STATED THEREIN.

I, THE UNDERSIGNED

Nichole Basile

Secretary/Treasurer

OFFICER OR AUTHORIZED

AGENT OF COMPANY

(PRINT NAME)

SIGNATURE'S TITLE

N. Basile
SIGNATURE

PROJECT NAME:

Bid Number: ITB HE-111 Lead Based Paint & Other Home
Hazard Control Services

COMPANY NAME:

Vizion's West, Inc.

ADDRESS:

(29033 Ave De Las Flores, Quail Valley CA 92587)
26025 Newport Road Suite A #220

CITY Meniffee

STATE CA

ZIP CODE 92584

TELEPHONE NUMBER:

(951) 926-4166

E-MAIL ADDRESS:

earleywine@msn.com

DATE:

9/6/2016

ATTACHMENT B

Sales Receipt

Clasificados

Tuesday, August 30, 2016

Sales Representative: Rosa Berumen

Phone 213-896-2260

Email Address: rosa.berumen@laopinion.com

Fax: 213-896-2238

Customer VISIONS WEDST

Customer No 9264166VIX

Address 26025 NEWPORT ROAD

City MENIFEE

State CA

Zip 92596

Phone 951-926-4166

Fax

Ad Copy (Not to scale)

Ad Number

4767656

Publication Dates

08/31/2016 - 08/31/2016

Scheduled Times

1

Ad Headline

Vizion's West, Inc. is solici

Classification

0805

Editions/Sections

LAOP/LADT/

Total Ad Cost

\$190.00

Amount Tendered

\$190.00

Payment Details

☐ Cash

Receipt #

☐ Check #

☐ E-Check #

☒ Credit

5010

☐ Other

Vizion's West, Inc. is soliciting for Section 3 Business within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach.

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Notice to Advertiser: Ad copy should be checked for errors by the advertiser. Credit for Publisher error in advertisements will be allowed for the first insertion only and only for the portion of the advertisement which was incorrect. Error must be reported on the first day of publication. Run dates cannot be changed. If date changes are required, ad must be cancelled. CANCELLATION of the classified advertisement prior to the first day of publication is subject to a ONE DAY RATE FEE. Ad must be cancelled within published deadlines. Ad cancellations will be charged at earned rate as ads are not pro-rated. Special programs are subject to flat rate pricing and no refunds will be issued.

Ad copy is enlarged for better viewing and is not actual size.

(213) 891-9191

La Opinion, 915 Wilshire Blvd. S-800 8th Floor, Los Angeles, CA 90017

[Secure payment by](#)**Payment Receipt****Transaction time**

Aug 30, 2016 13:24:48 PDT

Receipt ID

4300-3784-2783-5854

Total

\$175.00 USD

We'll send a confirmation email to earleywine@msn.com. This transaction will appear on your statement as PayPal *LONGBEACHTI.

Paid to

Long Beach Times

Shipped to

Visions West

PO BOX 988

Winchester, CA 92596

United States

Your shopping cart

Description	Price	Quantity	Amount
Payment to Long Beach Times Newspaper for invoice 0236	\$175.00	1	\$175.00
		Item total	\$175.00
		Total	\$175.00 USD

Advertising Order Confirmation

AdTaxi | Press-Telegram • The Beach Reporter
Daily Breeze • Palos Verdes Peninsula News

08/30/16 2:26:31 PM
Page 1

Ad Order Number
0010839806

Customer
VIZION'S WEST, INC.

Payor Customer
VIZION'S WEST, INC.

PO Number

Sales Representative
Tammy Burkofier

Customer Account
5175613

Payor Account
5175613

Ordered By
Nichole Basile

Order Taker
Tammy Burkofier

Customer Address
26025 NEWPORT ROAD SUITE A #220
MENIFEE, CA 92584

Payor Address
26025 NEWPORT ROAD SUITE A #220
MENIFEE, CA 92584

Customer Fax

Order Source
Select Source

Customer Phone
951-926-4166

Payor Phone
951-926-4166

Customer Email

Current Queue
Ready

Invoice Text

Ad Order Notes

Tear Sheets
0

Adverts
0

Blind Box

Materials

Promo Type

Special Pricing

Ad Number
0010839806-01

Ad Size
3 X 32 LI

Color

Production Color

Ad Attributes

Production Method
AdBooker

Production Notes

External Ad Number

Pick Up

Ad Type
Legal Liner

Released for Publication

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach.

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@rnsn.com

Pub Sept 1, 2016(11) PT (839806)

Product
Press Telegram

Requested Placement
Legals C.I.S

Requested Position
General - 1076~

Run Dates
09/01/16

Inserts
1

Order Charges:

Net Amount
197.29

Tax Amount
0.00

Total Amount
197.29

Payment Method
Credit Card

Payment Amount
197.29

Amount Due
\$0.00

If this confirmation includes an advertising proof, please check your proof carefully for errors, spelling, and/or typos. Errors not marked on the returned proof are not subject to credit or refunds.
Please note: To meet our printer's deadline, we must have your proof returned by the published deadline, and as indicated by your sales rep.

VIZIONS WEST INC ♦

Tue 5/30/2016 10:49 AM

jamie_bruce@hotmail.com <jamie_bruce@hotmail.com>

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

8/30/2016

SECTION 3 BUSINESS SOLICITATION - VIZIONS WEST INC ♦

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:55 AM

glee@interlogcorp.com <glee@interlogcorp.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead-Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information..

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:34 AM

dustin@hielectric.com <dustin@hielectric.com>

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Fri 8/30/2016 10:25 AM

enviroedge@msn.com <enviroedge@msn.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:24 AM

robin@ctienviro.com <robin@ctienviro.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead-Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:19 AM

besteffortpainting@gmail.com <besteffortpainting@gmail.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead-Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:17 AM

mailto:al@batresconstruction.com <al@batresconstruction.com>;

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:13 AM

mikeb@allegrebeachcities.com <mikeb@allegrebeachcities.com>;

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

TUE 8/30/2016 10:15 AM

-david@applecrestconstruction.com <david@applecrestconstruction.com>;

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Tue 8/30/2016 10:12 AM

From: aaron.lafortune@gmail.com <aaron.lafortune@gmail.com>;

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 10:57 AM

To: chrissy@broadwayglass.com <chrissy@broadwayglass.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:00 AM

To: vsoltero@gmail.com <vsoltero@gmail.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:03 AM

To: dleon@verizon.net <dleon@verizon.net>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:04 AM

To: dcanci@aol.com <dcanci@aol.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:05 AM

To: vducros9@msn.com <vducros9@msn.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:08 AM

To: david@equitynorthinvestments.com <david@equitynorthinvestments.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile
Phone: (951) 926-4166
Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:10 AM

To: hsbuidinganddesign@yahoo.com <hsbuidinganddesign@yahoo.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:13 AM

To: meyers.services@gmail.com <meyers.services@gmail.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:15 AM

Totlc.demo@verizon.net <tlc.demo@verizon.net>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

SECTION 3 BUSINESS SOLICITATION

VIZIONS WEST INC ♦

Wed 8/31/2016 11:25 AM

To: nancy@ugeecs.com <nancy@ugeecs.com>;

Good Morning,

Vizion's West, Inc. is soliciting for Section 3 Business's within the City of Long Beach to subcontract or buy materials from for the following below named project with the City of Long Beach:

Lead- Based Paint & Other Home Hazard Control Services

If your company is interested in providing subcontractor bids, or pricing on materials to complete the above said project, please do not hesitate to give us a call at the below contact information.

Contact: Nichole Basile

Phone: (951) 926-4166

Email: earleywine@msn.com

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

Section 3 Compliance for City of Long Beach

VIZIONS WEST INC ♦

Thu 9/1/2016 11:40 AM

To: jharris@lbchamber.com <jharris@lbchamber.com>;

1 attachments (14 KB)

Section 3 Letter.docx

Good Morning,

We are putting a bid together for the City of Long Beach and one of their compliance requirements is to contact outreach agencies and your company is one of the choices to get in touch with. I have attached in Word Document Format our advertisement.

Please let me know if there are any fees for this publication. I would like to have this published this week as the bid is due next week.

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

Re: Section 3 Compliance for City of Long Beach

jharris@lbchamber.com

Thu 9/1/2016 7:52 PM

Inbox

to: VIZIONS WEST INC ♦ <earleywine@msn.com>;

Thx. We will include in our bi-monthly eNewsletter. No charge.

If you like a stand alone eBlast sent to our distribution list, that cost is \$395. Please let me know if you want to move forward with this option as well.

Jeremy Harris

Sent from my mobile device.

O: 562-983-1241 | C: 714-264-9289

E: jharris@lbchamber.com | W: lbchamber.com

Please excuse my brevity and typos.

On Sep 1, 2016, at 11:40 AM, VIZIONS WEST INC ♦ <earleywine@msn.com> wrote:

Good Morning,

We are putting a bid together for the City of Long Beach and one of their compliance requirements is to contact outreach agencies and your company is one of the choices to get in touch with. I have attached in Word Document Format our advertisement.

Please let me know if there are any fees for this publication. I would like to have this published this week as the bid is due next week.

Thank you,

Nichole Basile

Secretary

Vizion's West, Inc.

CSLB #812067

DOSH #837

<Section 3 Letter.docx>

Section 3 Compliance for City of Long Beach

VIZIONS WEST INC ♦

Thu 9/1/2016 11:31 AM

To: info@regionalhispaniccc.org <info@regionalhispaniccc.org>;

1 attachments (14 KB)

Section 3 Letter.docx

Good Morning,

We are putting a bid together for the City of Long Beach and one of their compliance requirements is to contact outreach agencies and your company is one of the choices to get in touch with. I have attached in Word Document Format our advertisement.

Please let me know if there are any fees for this publication. I would like to have this published this week as the bid is due next week.

Thank you,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

Section 3 Compliance for City of Long Beach

VIZIONS WEST INC ♦

Wed 9/21/2016 2:36 PM

To: info@regionalhispaniccc.org <info@regionalhispaniccc.org>;

1 attachments (14 KB)

Section 3 Letter.docx;

Good Afternoon,

We are submitting a bid for the City of Long Beach and a compliance requirement is to contact outreach agencies to place an advertisement with. I have attached our advertisement. Please let me know what fees, if any, are associated with the publication.

Thank you,

Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837

9/28 3:56 PM

Follow up - Section 3 Solicitation

VIZIONS WEST INC ♦

Tue 9/20/2016 12:46 PM

to: aaron.lafortune@gmail.com <aaron.lafortune@gmail.com>; mike@allegrebeachcities.com <mike@allegrebeachcities.com>; david@applecrestconstruction.com <david@applecrestconstruction.com>; besteffortpainting@gmail.com <besteffortpainting@gmail.com>; robin@ctienviro.com <robin@ctienviro.com>; dustin@hielectric.com <dustin@hielectric.com>; glee@interlogcorp.com <glee@interlogcorp.com>; alowe@matrixia.net <alowe@matrixia.net>; jamie_bruce@hotmail.com <jamie_bruce@hotmail.com>; chrissy@broadwayglass.com <chrissy@broadwayglass.com>; vsoltero@ymail.com <vsoltero@ymail.com>; dleon@verizon.net <dleon@verizon.net>; dcanci@aol.com <dcanci@aol.com>; vducros9@msn.com <vducros9@msn.com>; enviroedg@msn.com <enviroedg@msn.com>; david@equitynorthinvestments.com <david@equitynorthinvestments.com>; hsbuiltanddesign@yahoo.com <hsbuiltanddesign@yahoo.com>; meyers.services@gmail.com <meyers.services@gmail.com>; tlc.demo@verizon.net <tlc.demo@verizon.net>; nancy@ugeecs.com <nancy@ugeecs.com>;

Good morning,

We are conducting a follow up to our previous email sent between 8/30/2016 and 8/31/2016 regarding Section 3 Solicitation for the City of Long Beach bid concerning Lead Based Paint & Other Home Hazard Control Activities. Should we receive no response, we will assume non-interest.

Thank you for your time,
Nichole Basile
Secretary
Vizion's West, Inc.
CSLB #812067
DOSH #837



Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

PROJECT: Bid Number: ITB HE16-111

COMPANY: Vizion's West, Inc.

This form must be submitted with the prime contractor's bid documents as evidence that good faith efforts were made if unable to meet the 10% Section 3 Business Contracting Requirements at the time of bid. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business. We will include them as part of our proposed team.
8/30/16 10:12am	A & A Home Improvement	Email	aaron.la-fortune@gmail.com	Aaron Lafortune	No response from business
8/30/16 10:14am	Allegra Paint & Imaging	Email	mike@allegra-beachcities.com	Mike Buchs	No response from business
8/30/16 10:17am	Applecrest Construction	Email	david@applecrestconstruction.com	David	No response from business
8/30/16 10:19am	Best Effort Painting	Email	besteffortpainting@gmail.com	Peter Matelyan	No response from business
8/30/16 10:26am	CTI Environmental	Email	robin@ctienviro.com	Robin Thorne	No response from business
8/30/16 10:28am	Environmental Edge Concepts	Email	enviroedge@msn.com	Willie Nwagboso	No response from business
8/30/16 10:36am	HIC Electric	Email	dustin@hicelectric.com	Dustin Foelber	No response from business
8/30/16 10:37am	Interlog Corporation	Email	glee@interlogcorp.com	Gloria Lee	No response from business
8/30/2016 10:40am	Matrix Environmental	Email	alowe@matrixla.net	Adam Lowe	No response from business
8/30/16 10:43am	Universal Abatement	Email	jamie.bruce@hotmail.com	Bruce Jamieson	No response from business



Section 3 Business Contact Log for documenting contact with: Section 3 & Local Businesses

PROJECT: Bid Number: ITB HE16-111

COMPANY: Vizion's West, Inc.

This form must be submitted with the prime contractor's bid documents as evidence that good faith efforts were made if unable to meet the 10% Section 3 Business Contracting Requirements at the time of bid. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/06/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business. We will include them as part of our proposed team.
8/31/16 10:57am	Broadway Glass and Mirrors	Email	chrissy@broadwayglass.com	Chrissy Murray	No response from business
8/31/16 11:00am	Delta Delta Electric	Email	vsoltero@ymail.com	Vincent Soltero	No response from business
8/31/16 11:03am	D'Leon Consukting	Email	dleon.engineers@verizon.net	Domingo Leon	No response from business
8/31/16 11:04am	DMC Engineering	Email	dcanci@aol.com	Danny	No response from business
8/31/16 11:05am	Ducros Electric	Email	vducros@msn.com	Vince Ducros	No response from business
8/31/16 11:08am	Equity North Investment	Email	david@equitynorthinvestments.com	David Alexander	No response from business
8/31/16 11:10am	HS Building and Design	Email	hsbuildinganddesign@yahoo.com	Hurlbert Samia	No response from business
8/31/16 11:13am	Meyers Construction	Email	meyers.services@gmail.com	Stephan Meyers	No response from business
8/31/16 11:15am	Thomas Land Clearing Co	Email	tlc.demo@verizon.net	Willie Thomas	No response from business
8/31/16 11:24am	UGE & ECS, Inc.	Email	nancy@ugeecs.com	Nancy Underwood	No response from business
9/20/16 12:46pm	Please see attached email printout	Email	Please see attached email with all 20 email recipients.		No response from businesses



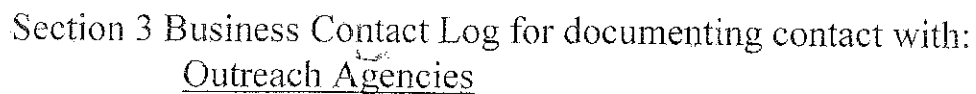
Section 3 Business Contact Log for documenting contact
with: Outreach Agencies

PROJECT: Bid Number: ITB HE-111

COMPANY: Vizion's West, Inc.

This form must be submitted with the prime contractor's bid documents as evidence that good faith efforts were made if unable to meet the 10% Section 3 Business Contracting Requirements at the time of bid. This form must also be maintained during the entire period of construction for any contact with businesses.

Date/Time	Company	Mode of Contact	Contact Info	Contact Person	RESULTS OF CONVERSATION
Example: 1/12/08/ 2:00 p.m.	Example: ABC Contracting Co.	Example: Fax	Example: Fax: (562) 123-4567	Example: John Doe, Owner	Example: Fax was sent to John Doe contractor asking for their participation. John Doe called us and we inquired about their product experience. John Doe sent me a listing of their completed projects. This contractor thinks they may qualify as a Section 3 business. We will include them as part of our proposed team.
8/29/16 3:00pm	Long Beach Times	Email	lbtimes@aol.com	Richard Love	Ad running 9/1/16
8/29/16 3:01pm	Long Beach Press Telegraph	Email	legasls@presstelegraph.com	Tammy	Ad running 9/1/16
8/29/16 3:57pm	La Opinion	Email	rosa.berumen@laopinion.com	Rosa Berumen	Ad running 8/31/16
9/1/16 11:31am	Regional Hispanic Commerce	Email	info@regionalhispaniccc.org		No reponce from Commerce Advertising
9/1/16 11:40am	Long Beach Chamber of Commerce	Email	jharris@lbchamber.com	J. Harris	Ad running 9/2/16
9/21/16 2:36pm	Regional Hispanic Commerce	Email	info@regionalhispaniccc.org		No Reponce from commerce Advertising



COMPANY: Vizion's West, Inc.

[illegible]

Revised December 10, 2015



THE CITY OF LONG BEACH

HUD SECTION 3 BUSINESS INFORMATION FORM

Must be submitted with bid documents. To be completed by the prime contractor and all subcontractors. If not available with bid documents, this form must be received by the City by 10:00 a.m. of the next working day.

The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects. Please print or type.

COMPANY

NAME:

Vizion's West, Inc.

ADDRESS:

29033 Avenida De Las Flores

26025 Newport Road Suite A #220, Menifee CA 92584(Mailing)

CITY:

Quail Valley

STATE:

CA

ZIP CODE:

92587

TELEPHONE:

(951)

926-4166

FORM COMPLETED BY:

Nichole Basile

SERVICE OR PRODUCT:

Paint Stabilization, Complete Demolition Services,

General Construction, Asbestos Abatement, Lead Reduction/Removal

IS 51% OR MORE OF YOUR BUSINESS

OWNED BY SECTION 3 RESIDENTS?

YES

☒

NO

☐

IS AT LEAST 30% OF YOUR WORKFORCE

(FULL TIME, PERMANENT STAFF) MADE UP OF

SECTION 3 RESIDENTS OR WERE THEY

SECTION 3 RESIDENTS WITHIN 3 YEARS OF

THEIR FIRST DATE OF EMPLOYMENT?

YES

☒

NO

☐

SIGNATURE

DATE

CITY OF LONG BEACH • DEPARTMENT OF FINANCIAL MANAGEMENT
333 WEST OCEAN BOULEVARD, 7TH FL • LONG BEACH, CA 90802
(562) 570-6200 FAX: (562) 570-5099

ATTACHMENT J

What is a Section 3 Business?

Legal Definition:

Section 3 Business - A business entity formed in accordance with State law, and which is licensed under State, county, or municipal law to engage in the type of business activity for which it was formed and: A business that is 51 percent or more owned by Section 3 resident(s); or whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents who reside in the Cities of Long Beach or Signal Hill, or within three years of the date of first employment with the business concern were Section 3 residents;

Your Business is a Section 3 Business if...

AND You can answer yes to ONE of the following questions:

YOUR BUSINESS WAS FORMED IN ACCORDANCE WITH STATE LAW, AND LICENSED TO ENGAGE IN
THE TYPE OF BUSINESS ACTIVITY FOR WHICH IT WAS FORMED.

✓ Is 51% of the Business owned by Section 3 Resident(s)?

OR

✓ Are 30% of the permanent, full-time employees currently Section 3 Residents who reside in the Cities of Long Beach or Signal Hill?

OR

✓ Were 30% of the permanent, full-time employees, within 3 years of the date of first employment, Section 3 Residents who reside in the Cities of Long Beach or Signal Hill?

For a definition of a Section 3 Resident, please see the attached sheet. For more information about Section 3 Requirements Contact:

City of Long Beach
Business Services Bureau
333 W. Ocean Blvd., 7th Floor
Long Beach, CA 90802
(562) 570-6200

<http://www.longbeach.gov/finance/business-info/compliance/hud-section-3-program/>

What is a Section 3 Resident?

SECTION 3 RESIDENT

A Section 3 Person:

A Section 3 person resides in the Long Beach, Los Angeles, Santa Ana Economic Region, where the Section 3 covered assistance is expended and whose household income does not exceed 80 percent of the median income for the area. Please see the chart below.

Section 3 Residents Income Restrictions

FAMILY SIZE	INCOME CRITERIA (80% of Median or Less)
1	\$46,500
2	\$53,150
3	\$59,800
4	\$66,400
5	\$71,750
6	\$77,050
7	\$82,350
8	\$87,650

Los Angeles-Long Beach Area Median Family Income = **\$63,000***

(If your salary is currently or was, within the past three years, within these income levels you **STILL** qualify as a Section 3 Resident).

If you have any questions regarding Section 3, please contact:

City of Long Beach
Department of Financial Management
Business Services Bureau
333 W. Ocean Blvd., 7th Floor
Long Beach, CA 90802
562.570.6200
<http://www.longbeach.gov/finance/business-info/compliance/hud-section-3-program/>

*Numbers are based on HUD FY 2015 Income Limits



CITY OF LONG BEACH

HUD SECTION 3 COMPLIANCE

ATTACHMENTS

TABLE OF CONTENTS

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT INCOME LIMITS	ATTACHMENT A
AFFIDAVIT INDICATING RECEIPT OF THE CITY'S SECTION 3 POLICY AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION	ATTACHMENT B - ONE TIME SUBMITTAL
COMPLIANCE CERTIFICATION	ATTACHMENT C - ONE TIME SUBMITTAL
EXISTING CORE WORKFORCE LIST	ATTACHMENT D - ONE TIME SUBMITTAL
CITY OF LONG BEACH PROJECT EMPLOYEE JOBS SURVEY (EXAMPLES IN ENGLISH, SPANISH AND KHMER)	ATTACHMENT E
CITY OF LONG BEACH EMPLOYMENT FORECAST FORM	ATTACHMENT F
CITY OF LONG BEACH MONTHLY SECTION 3 HIRING REPORT	ATTACHMENT G
NOTICE OF JOB AND CONTRACTING OPPORTUNITIES (EXAMPLES IN ENGLISH, SPANISH AND KHMER)	ATTACHMENT H
SECTION 3 BUSINESS TELEPHONE LOG Section 3 Outreach Agency Log	ATTACHMENT I ATTACHMENT I
SECTION 3 BUSINESS INFORMATION FORM (EXAMPLES IN ENGLISH, SPANISH AND KHMER)	ATTACHMENT J - ONE TIME SUBMITTAL
SECTION 3 SAMPLE LETTER TO UNION (UNION CONTRACTORS)	ATTACHMENT K - ONE TIME SUBMITTAL
SECTION 3 CRAFT REQUEST FORM (UNION CONTRACTOR)	ATTACHMENT L
SECTION 3 WORKER REQUEST FORM (NON-UNION CONTRACTORS)	ATTACHMENT M
HUD APPENDIX TO SECTION 135	ATTACHMENT N



DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) INCOME LIMITS

Listed below are the current income limits that the City of Long Beach and its representatives will use to determine whether an individual or company meets the federal definition of "Section 3" eligibility. If you do not qualify based on your **current** income and family size, but you meet the requirements based on your income and family size **within the last three years**, you still qualify. **All income amounts are subject to adjustment by the City in accordance with HUD guidelines.**

FAMILY SIZE	INCOME CRITERIA (80% OF MEDIAN)
1	\$46,500
2	\$53,150
3	\$59,800
4	\$66,400
5	\$71,750
6	\$77,050
7	\$82,350
8	\$87,650

AS OF FY15

Attachment A



CITY OF LONG BEACH HUD SECTION 3 AFFIDAVIT

Must be completed by the prime contractor and submitted with bid documents. Must be completed and submitted by all subcontractors prior to issuance of Notice to Proceed.

IMPORTANT NOTE: YOUR SIGNATURE BELOW INDICATES THAT YOU RECEIVED A COPY OF THE CITY'S SECTION 3 POLICY AND REQUIREMENTS AND THE HUD SECTION 3 COMPLIANCE CERTIFICATION (ATTACHMENT C) AND COMPLIANCE REQUIREMENTS STATED THEREIN.

I, THE UNDERSIGNED

Nichole Basile
OFFICER OR AUTHORIZED
AGENT OF COMPANY
(PRINT NAME)

Secretary/Treasurer

SIGNATURE'S TITLE

N. Basile
SIGNATURE

PROJECT NAME:

Bid Number: ITB HE16-111

COMPANY NAME:

Vizion's West, Inc.

ADDRESS:

(29033 Ave De Las Flores, Quail Valley CA 92587)
26025 Newport Road Suite A #220

TELEPHONE NUMBER:

Menifee CITY CA STATE 92584 ZIP CODE
(951) 926-4166

E-MAIL ADDRESS:

earleywine@msn.com

DATE:

9/6/2016

ATTACHMENT B

HUD SECTION 3 COMPLIANCE CERTIFICATION

Must be signed by prime contractor and all subcontractors prior to issuance of notice to proceed

The contract for this work will include the following clause (referred to as the HUD Section 3 clause):

- 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. Consistent with 24 CFR §135.72(b), the City of Long Beach shall refrain from entering into a contract with any contractor after notification is received from HUD that the contractor has been found in violation of the Section 3 regulations. The City will also review past performance of contractors on Section 3 projects in determining contract awards. It is mandatory that all contractors seeking to be awarded a City of Long Beach Section 3 covered project attend the pre-bid conference.
- 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; and 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 subject to compliance with regulations in 24 CFR part 135, 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 will 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. The contractor understands that non-compliance and willful violation of HUD's regulations in 24 CFR part 135 with respect to Section 3 and related regulations by itself, its sub-contractors and or lower tier contractors will result in corrective measures taken by the City of Long Beach to achieve compliance, including suspension or withholding of contractor payments.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7 (b) of the Indian Self Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7 (b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment subcontracts shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to the comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b)

I, THE UNDERSIGNED, ON BEHALF OF THE COMPANY HEREBY CERTIFY THAT I HAVE RECEIVED, READ AND DO UNDERSTAND THE CONTENTS OF THE ABOVE STATED "SECTION 3" CLAUSE.

N. Basile
SIGNATURE
Secretary/Treasurer
TITLE (OFFICER OR AUTHORIZED AGENT)

Nichole Basile 9/6/2016
PRINT NAME DATE
Vizion's West, Inc.
COMPANY NAME

26025 Newport Road Suite A #220, Menifee CA 92584
ADDRESS CITY STATE ZIP CODE



City of Long Beach

Existing Core Workforce List

To be provided prior to
issuance of Notice To Proceed

Must be completed and submitted by prime contractor and all subcontractors prior to an issuance of Notice to Proceed

FIRM NAME: Vizion's West, Inc.

PROJECT: Bid Number: HE16-111

SUBMITTED
BY: _____

CONTRACT
NO.: _____

TELEPHONE
NO.: _____

The following is a list of "Core Employees." These employees, in accordance with the definition of an Existing Core Workforce, have been on the active payroll for fifty (50) out of the last one hundred (100) working days prior to the award. The Contractor and subcontractor, at any tier, must submit this form prior to commencing work on the project.

The Contractor and subcontractor(s) shall provide to the Section 3 Coordinator or designee proof of their "Core Workforce" upon request. Alternative worksheets may be submitted only if the same information shown below is contained.

Name	SSN (last 4 digits only)	Classification	Hire Date	Date Last Employed	Zip Code	Verified (office use only)

Certification:

I CERTIFY THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT. IF IT IS DETERMINED THAT THE INFORMATION REPORTED HEREIN IS NOT TRUE AND CORRECT, I WILL NOT BE ALLOWED TO DO WORK (BEGIN, FINISH, COMPLETE) FOR THE CITY OF LONG BEACH.

City of Long Beach
Attention: Financial Management-Section 3
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802
(562) 570-6200 Phone
(562) 570-5099 Fax

Signature: _____

Title: _____

Date: 9.16.16



CITY OF LONG BEACH PROJECT EMPLOYEE SURVEY

To be provided
with Certified Payroll

To be completed by all new hires
Form to be submitted with certified payrolls every time an employee is hired
(This form is mandatory and must be completed by the prime contractor and all subcontractors as required.)

The sole purpose of this form is to calculate the number of Section 3 Residents working on construction projects. This form was not created by the I.R.S. (Internal Revenue Service). Please print or type.

COMPANY: Vizion's West, Inc.
PROJECT: Bid Number: HE16-111
NAME: _____
ADDRESS: _____ APT.: _____
CITY: _____ STATE: _____ ZIP CODE: _____
TELEPHONE: () _____

NUMBER OF PEOPLE LIVING WITH YOU IN YOUR HOME: _____

FOR THE LAST THREE YEARS, PLEASE GIVE AN ESTIMATE OF YOUR GROSS ANNUAL INCOME *BEFORE*
BEING EMPLOYED ON THIS CONSTRUCTION PROJECT:

CURRENT YEAR ANNUAL INCOME : \$ _____

LAST YEAR ANNUAL INCOME: \$ _____

TWO (2) YEARS AGO INCOME: \$ _____

OR A PUBLIC HOUSING RESIDENT OR RECEIVE SECTION 8 ASSISTANCE YES ☐ NO ☐

17 Boudle 9-6-16
SIGNATURE DATE

City of Long Beach
Attention: Financial Management-Section 3
333 West Ocean Boulevard, 7th Floor
Long Beach, CA 90802
(562) 570-6200 Phone
(562) 570-5099 Fax

ATTACHMENT E



CITY OF LONG BEACH EMPLOYMENT FORECAST FORM

To be completed by the prime contractor and all subcontractors

To ensure efforts are made to reach the City of Long Beach's numerical goals for job placement of local low-income individuals, the prime contractor and all subcontractors shall provide the following employment forecasts for this project on a monthly basis (this document must be submitted with the certified payrolls). This is a mandatory monthly submittal.

Project: Bid Number: ITB HE16-111

Company: Vizion's West, Inc.

Date: _____

Reported by: ☐ Prime Contractor ☐ Subcontractor

Monthly Reporting Period: _____

TRADE	NUMBER OF EMPLOYEES NEEDED TO COMPLETE TASK	FORECASTED WORK HOURS BY TRADE
Overall Totals for All Trades		

ATTACHMENT F



To be provided with
Certified Payroll

CITY OF LONG BEACH

EMPLOYMENT SECTION 3

WORKFORCE

To ensure efforts are made to reach the City of Long Beach's numerical goals for job placement of local low-income individuals, the Contractor and all subcontractors shall provide the following employment information for this project on a monthly basis:
This is a mandatory monthly submittal for by all contractors (prime and subcontractors) and must be submitted with certified payrolls.

Project: Bid Number: ITB HE16-111

Company: Vizion's West, Inc.

Reported by: ☐ Prime Contractor ☐ Subcontractor

Monthly Reporting Period:

NAME OF NEW HIRE	HIRE DATE	OCCUPATION

ATTACHMENT G



NOTICE OF HUD SECTION 3 JOB AND CONTRACTING OPPORTUNITIES

LONG BEACH & SIGNAL HILL RESIDENTS MAY QUALIFY FOR EMPLOYMENT AND CONTRACTING OPPORTUNITIES ON THIS FEDERALLY FUNDED CONSTRUCTION PROJECT. LOW-INCOME AND VERY LOW-INCOME RESIDENTS AND BUSINESSES WILL RECEIVE HIRING PREFERENCE.

INTERESTED LONG BEACH & SIGNAL HILL RESIDENTS AND BUSINESSES SHOULD CONTACT THE DESIGNATED PERSON BELOW TO DETERMINE THEIR ELIGIBILITY FOR CURRENT AVAILABLE POSITIONS, POSSIBLE FUTURE POSITIONS OR OTHER EMPLOYMENT AND CONTRACTING INFORMATION.

	Contracting/ Business	Employment Opportunities
Contact	HUD Section 3 Coordinator	Sal Barajas
Phone	(562) 570-6200	(562) 570-3651
Address	City Hall 333 W. Ocean Blvd, 7th Fl, Long Beach, CA 90802	Pacific Gateway Network 3447 Atlantic Ave Long Beach, CA 90807
Email	lbpurchasing@longbeach.gov	Salvador.barajas@pacific-gateway.org
Fax	(562) 570-5099	(562) 570-4551

THIS NOTICE COMPLIES WITH THE CITY OF LONG BEACH SECTION 3 ACTION PLAN.

ATTACHMENT H



AVISO DE OPORTUNIDADES DE TRABAJO Y CONTRATOS

LOS RESIDENTES Y NEGOCIOS DE LONG BEACH PUEDEN CALIFICAR PARA OPORTUNIDADES DE EMPLEO POR PARTE DEL PROGRAMA DE CONSTRUCCIÓN FUNDADO POR EL GOBIERNO FEDERAL. RESIDENTES DE BAJOS INGRESOS RECIBIRÁN PREFERENCIA PARA TRABAJOS Y CONTRATOS.

RESIDENTES Y NEGOCIOS DE LONG BEACH INTERESADOS, FAVOR DE PONERSE EN CONTACTO CON LA PERSONA DESIGNADA AL FONDO DE ESTA OJA, PARA DETERMINAR SU ELEGIBILIDAD PARA POSICIONES DISPONIBLES, FUTURAS POSICIONES POSIBLES Y OTRA INFORMACIÓN DE EMPLEO.

	Contracting/ Business	Employment Opportunities
Contact	HUD Section 3 Coordinator	Sal Barajas
Phone	(562) 570-6200	(562) 570-3651
Address	City Hall 333 W. Ocean Blvd., 7th Fl., Long Beach, CA 90802	Pacific Gateway Network 3447 Atlantic Ave Long Beach, CA 90807
Email	lbpurchasing@longbeach.gov	Salvador.barajas@pacific-gateway.org
Fax	(562) 570-5099	(562) 570-4551

Este aviso cumple con el plan de acción de la Sección 3 de la ciudad de Long Beach.

ATTACHMENT H



THE CITY OF LONG BEACH

HUD SECTION 3 BUSINESS INFORMATION FORM

Must be submitted with bid documents. To be completed by the prime contractor and all subcontractors. If not available with bid documents, this form must be received by the City by 10:00 a.m. of the next working day.

The sole purpose of this form is to calculate the number of Section 3 business enterprises working on construction projects. Please print or type.

COMPANY

NAME: Vizion's West, Inc.

ADDRESS: 29033 Avenida De Las Flores
26025 Newport Road Suite A #220, Menifee CA 92584 (Mailing)

CITY: Quail Valley STATE: CA ZIP CODE: 92587

TELEPHONE: (951) 926-4166

FORM COMPLETED BY: Nichole Basile

SERVICE OR PRODUCT: Paint Stabilization, Complete Demolition Services,
General Construction, Asbestos Abatement, Lead Reduction/Removal

IS 51% OR MORE OF YOUR BUSINESS
OWNED BY SECTION 3 RESIDENTS?

YES ☒ NO ☐

IS AT LEAST 30% OF YOUR WORKFORCE
(FULL TIME, PERMANENT STAFF) MADE UP OF
SECTION 3 RESIDENTS OR WERE THEY
SECTION 3 RESIDENTS WITHIN 3 YEARS OF
THEIR FIRST DATE OF EMPLOYMENT?

YES ☒ NO ☐

SIGNATURE

DATE

CITY OF LONG BEACH • DEPARTMENT OF FINANCIAL MANAGEMENT
333 WEST OCEAN BOULEVARD, 7TH FL • LONG BEACH, CA 90802
(562) 570-6200 FAX: (562) 570-5099

ATTACHMENT J



CITY OF LONG BEACH

SAMPLE SECTION 3 LETTER TO UNION

Must be completed by the prime contractor and subcontractors prior to issuance of
Notice to Proceed

Contractor Information

Address

City, State, Zip

Telephone, Fax

California License #

Date

Union Hall

Address

City, State, Zip

Subject: Project Site-

Dear:

(Name of Contractor), is a subcontractor or contractor on the (Name of Project). This construction project falls under the United States Department of Housing and Urban Development (HUD) Section 3 regulations for the City of Long Beach.

The Section 3 regulation compliance requires that contractors to the greatest extent feasible hire low-income residents of Long Beach and Signal Hill for the project. We are asking for your cooperation in using your best efforts to dispatch workers from your union that reside in Long Beach and Signal Hill.

Please keep this letter on file. When we request that workers are dispatched to a job, we would appreciate your assistance in helping our company and the City of Long Beach meet the Section 3 local hiring requirements.

Sincerely,

(Person Name)

ATTACHMENT K

Not Applicable

FOR UNION CONTRACTORS USE

CITY OF LONG BEACH

WORKER REQUEST FORM FOR UNION CONTRACTORS

To the Contractor:

Please complete and fax this form to the applicable union to request craft workers that fulfill all hiring requirements for this project. A duplicate fax request is to be sent to the Business Services Bureau, attention Section 3 Coordinator at (562) 570-5099. After faxing your request, please call the Local to verify receipt and substantiate their capacity to furnish workers as specified below. Please print your Fax Transmission Verification Reports and keep copies for your records.

To the Union:

Please complete the "Union Use Only" section and fax this form back to the requesting Contractor. **Please retain a copy of this form for your records and send a copy to the City of Long Beach Business Services Bureau at (562) 570-5099.**

To: Local # _____ Fax # () _____ Date: _____
cc: Pacific Gateway Network c/o Fax # (562) 570-4551
From (Company): _____ Person Sending: _____
Contact Phone: _____ Contact Fax: _____

Please provide me with union craft workers. The City of Long Beach requires that 30% of project apprentice and journey-level hours be performed by residents of the cities of Long Beach and Signal Hill to the extent feasible.

Covered Zip Codes of Residence

90802	90803	90804	90805	90806	90807
90808	90810	90813	90814	90815	90755

1st Priority: Section 3 Local Requirement - Union craft employees, including apprentices, who reside in one of the local zip codes listed above, and are determined to be Section 3 eligible (80% of median income or less) should be dispatched first. The Workforce Investment Board can assist in determining Section 3 eligibility.

2nd Priority: Local Requirement - If insufficient union craft employees, including apprentices, who live in one of the zip codes listed above and are Section 3 eligible exist, other Long Beach and Signal Hill residents may fulfill hours to meet the requirements

General Dispatch - Union craft employees may be dispatched per normal dispatch procedures, notwithstanding the above Section 3 and local preferences.

Craft Employees Requested

Job/Craft Description	Journeyman or Apprenticeship Level	Number Requested	Report Date	Report Time
Total Workers Requested:				

Please have worker(s) report to the following work address indicated below:

Project & Site Address: _____ Report to (on-site contact): _____
On-site Tel #: _____ Fax: _____ Comments or special requirements: _____

Union Use Only			
(Please check boxes as appropriate)			
Reception Date: _____	Dispatch Date: _____	Received By: _____	
<u>Requested Dispatch</u>	<u>AVAILABLE FOR DISPATCH</u>	<u>Unavailable for Dispatch</u>	<u>Comments</u>
Section 3 and Local	<input type="checkbox"/>	<input type="checkbox"/>	
Local Only	<input type="checkbox"/>	<input type="checkbox"/>	
General Dispatch	<input type="checkbox"/>	<input type="checkbox"/>	

FOR NON-UNION CONTRACTOR USE



WORKER REQUISITION FORM

Contractor: Please call Salvador Barajas at (562) 570-3651; complete form and fax to the Pacific Gateway Network at (562) 570-4551 AND fax a duplicate to the Section J Coordinator at (562) 570-5099

CFW STAFF ONLY: _____

FOR INFORMATION CONTACT:

Salvador Barajas
EMAIL: Salvador.Barajas@pacific-gateway.org
PHONE: 562.570.3651
Fax 562.570.4551

Date: _____

Company Information

Phone: _____ Fax: _____ E-mail: _____

Name: _____

Contact Person: _____ Title: _____

Address: _____

Construction Type: _____ Years in Business: _____ No. of employees: _____

Benefits: None ☐ Med. ☐ Dental ☐ Vision ☐ Retirement ☐ Effective: _____

Other: _____

Position Title: _____ Position Reports: _____

Location of position (Project Site Name): _____ Expected Start Date: _____

Total Openings: _____ Project Name & Location: _____

SHIFT: M ☐ T ☐ W ☐ Th ☐ F ☐ S ☐ S ☐ Day ☐ Swing ☐ Night ☐ Flex ☐

Salary: _____ /hr. mo. annual - Salary _____ ÷ Commission Hours _____ to _____

Type of Position: Perm ☐ Temp ☐ F/T ☐ P/T ☐ Seasonal ☐

Required Skills: Experience, Education:

Job Description: _____

Referral Procedure: Refer /Pre-screen from CFWF ☐ Fax Resume ☐ Mail Resume ☐ E-mail ☐
Apply in person ☐ Call for appt. ☐ Is this Company in the Enterprise Zone? Yes ☐ No ☐
Refer to EDD CalJobs Yes ☐ No ☐ If Yes Company CA Tax ID _____



HUD APPENDIX TO PART 135

I. Examples of Efforts To Offer Training and Employment Opportunities to Section 3 Residents.

(1) and (2) *Intentionally Omitted*

(3) Establishing training programs, which are consistent with the requirements of the Department of Labor, for public and Indian housing residents and other section 3 residents in the building trades.

(4) Advertising the training and employment positions by distributing flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) to every occupied dwelling unit in the housing development or developments where category 1 or category 2 persons (as these terms are defined in Sec. 135.34) reside.

5) Advertising the training and employment positions by posting flyers (which identify the positions to be filled, the qualifications required, and where to obtain additional information about the application process) in the common areas or other prominent areas of the housing development or developments. For HAs, post such advertising in the housing development or developments where category 1 or category 2 persons reside; for all other recipients, post such advertising in the housing development or developments and transitional housing in the neighborhood or service area of the section 3 covered project.

(6) Contacting resident councils, resident management corporations, or other resident organizations, where they exist, in the housing development or developments where category 1 or category 2 persons reside, and community organizations in HUD-assisted neighborhoods, to request the assistance of these organizations in notifying residents of the training and employment positions to be filled.

(7) Sponsoring (scheduling, advertising, financing or providing in-kind services) a job informational meeting to be conducted by an HA or contractor representative or representatives at a location in the housing development or developments where category 1 or category 2 persons reside or in the neighborhood or service area of the section 3 covered project.

(8) Arranging assistance in conducting job interviews and completing job applications for residents of the housing development or developments where category 1 or category 2 persons reside and in the neighborhood or service area in which a section 3 project is located.

(9) Arranging for a location in the housing development or developments where category 1 persons reside, or the neighborhood or service area of the project, where job applications may be delivered to and collected by a recipient or contractor representative or representatives.

(10) and (11) *Intentionally Omitted*

(12) Consulting with State and local agencies administering training programs funded through JTPA, probation and parole agencies, unemployment compensation programs, community organizations and other officials or organizations to assist with recruiting Section 3 residents for the HA's or contractor's training and employment positions.

(13) *Intentionally Omitted*

(14) Employing a job coordinator, or contracting with a business concern that is licensed in the field of job placement (preferably one of the section 3 business concerns identified in part 135), that will undertake, on behalf of the HA, other recipient or contractor, the efforts to match eligible and qualified section 3 residents with the training and employment positions that the HA or contractor intends to fill.

(15) *Intentionally Omitted*

(16) Where there are more qualified section 3 residents than there are positions to be filled, maintaining a file of eligible qualified section 3 residents for future employment positions.

(17)-(20) *Intentionally Omitted*

II. Examples of Efforts To Award Contracts to Section 3 Business Concerns.

(1)-(8) *Intentionally Omitted*

(9) Carrying out workshops on contracting procedures and specific contract opportunities in a timely manner so that section 3 business concerns can take advantage of upcoming contracting opportunities, with such information being made available in languages other than English where appropriate.

(10) *Intentionally Omitted*

(11) Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways to facilitate the participation of section 3 business concerns.

(12) Where appropriate, breaking out contract work items into economically feasible units to facilitate participation by section 3 business concerns.

ATTACHMENT N



City of Long Beach

Department of Financial Management
Purchasing Division
333 W. Ocean Blvd. 7th Floor, Long Beach, California 90802
p 562.570.6200

September 1, 2016

NOTICE TO BIDDERS

ADDENDUM NO. 1: Q & A

ITB HE 16-111 Lead-Based Paint & Other Home Hazard Control Services

This addendum changes and supersedes the language in the original bid. Please acknowledge receipt of this addendum by signing and submitting with your bid. Any bidder who fails to submit this addendum may be disqualified.

1. Q: What dollar amount should contractors use as a basis for the 10% Section 3 contribution?

A: The projected Blanket Purchase Order amount for successful bidders/contractors is \$150,000 annually over three years. Contractors will use this annual contract amount to calculate the Section 3 requirement.

2. Q: Can contractors use Section 3 businesses from other cities?

A: Yes, as long as those businesses are certified with the City of Long Beach. If the Section 3 businesses are not certified with the City of Long Beach, they must apply to be certified prior to bid opening.

3. Q: Will prices submitted in this bid be a ceiling for individual jobs in the future?

A: No. Pricing for this bid will be used to create a qualified list of contractors. Each individual job will be requested.

4. Q: If contractors are already Long Beach certified Section 3 businesses, are they still expected to perform outreach or subcontract 10% of the work to other Section 3 businesses?

A: Yes.

5. Q: Should waste hauling and scaffolding, for example, be built-in costs?

A: Yes; these costs should be built in, as they are not separate line items.

6. Q: Are the future jobs prevailing wage jobs?


A: No.

7. Q: How, and when, will contractors be expected to bond?

A: There is no bonding requirement to respond to this solicitation, ITB HE16-111. However, if successful bidders are selected as an "Approved Contractor," there may be Faithful Performance Bond requirements. Per the Bond Requirements section of the bid (pg. 16), the successful bidder shall submit a Faithful Performance Bond for 100 percent of any individual contract awarded to an Approved Contractor that exceeds \$50,000. Individual contracts involve lead hazard control work that is awarded to an Approved Contractor AFTER that contractor has a Blanket Purchase Order with the City. If contractors are awarded a contract for a lead hazard control job valued at more than \$50,000, they must fill out Attachment I (attached) before any work begins. Please see instructions on page 16 of the bid document.

PREPARED BY: Traci Fitzharris, Buyer I

ACKNOWLEDGED BY: Vizion's West, Inc.
Company Name

<u>Nichole Basile</u>	<u>Secretary/Treasurer</u>
Print Name	Title
	<u>9/1/2016</u>
Signature	Date

ATTACHMENT I

FAITHFUL PERFORMANCE BOND FORM

[To be completed upon contract award. Not required at time of bid submission.]

BID NO. _____
BOND NO. _____

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: THOSE we,

As PRINCIPAL, and _____, Located at _____, a corporation, incorporated under the laws of the State of _____. Admitted as a surety in the State of California and authorized to transact business in the State of California, as **SURETY**, are held and firmly bound unto the **CITY OF LONG BEACH, CALIFORNIA**, a municipal corporation, in the sum of _____ DOLLARS (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the _____, And is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this _____ day of _____, 20 ____.

CONTRACTOR / PRINCIPAL

SURETY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone: _____

By: _____

Name: _____

Title: _____

Approved as to form this ____ day of _____, 20 ____

approved as to sufficiency this ____ day of _____, 20 ____

Charles Parkin, City Attorney

By: _____
Deputy

By: _____
City Manager/City Engineer

- Note: 1. Both PRINCIPAL AND SURETY before a Notary Public and a Notary's certificate must acknowledge execution of this bond Certificate of Acknowledgment must be attached.
2. A corporation must execute the bond by 2 authorized officers and, if executed by a person not listed in Sec. 313, Calif. Corporate Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

VIZION'S WEST, INC.

General Contracting * Asbestos Abatement * Lead Reduction/Removal * Complete Demolition Services

LITIGATION / SUBCONTRACTORS

Litigation:

Vizion's West, Inc. does not have any alleged prior or ongoing contract failures to report

Subcontractors:

None to Report

Contractors License #812067 ☒ D.O.S.H. #837

26025 Newport Rd. Suite A, #220, Menifee, CA 92584 ☒ PHONE: (951)-926-4166 ☒ FAX: (951)-926-5766

VIZION'S WEST, INC.

General Contracting * Asbestos Abatement * Lead Reduction/Removal * Complete Demolition Services

Statement of License and Certifications

CSLB License

DOSH Certificate

EPA Certification

General Liability

Worker's Comp/Auto Liability

Contractors License #812067 ☒ D.O.S.H. #837

26025 Newport Rd. Suite A, #220, Menifee, CA 92584 ☒ PHONE: (951)-926-4166 ☒ FAX: (951)-926-5766



State Of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



License Number **812067**

Entity **CORP**

Business Name **VIZION'S WEST INC**

Classification **C21 ASB C33 B HAZ C22**

Expiration Date **12/31/2016**

www.csib.ca.gov



State of California



Department of Industrial Relations

DIVISION OF OCCUPATIONAL SAFETY AND HEALTH

Certificate of Registration for Asbestos-related Work

Certificate No. 837

Expiration Date 6/9/2017

Vizion's West, Inc.

(Name of Employer)

is duly registered by the Division of Occupational Safety and Health in accordance with the California Administrative Code, Title 8, Article 2.5 for asbestos-related work.

Mary Smiley
Division of Occupational Safety and Health
for *Jeff Ferrell*
Contractor's License No. 812067

Effective Date 6/9/2016

This registration is valid only when the following requirements and conditions are met:

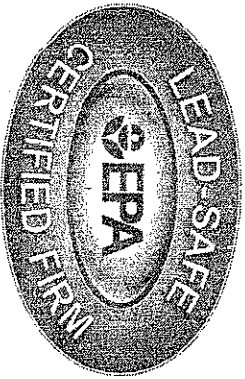
1. The registered employer shall safely perform asbestos-related work in compliance with relevant occupational safety and health regulations.
2. The registered employer shall notify the Division of changes in work locations or conditions as specified by Section 341.9 of Title 8 of the California Administrative Code.
3. The registered employer shall post a sign readable at 20 feet at the location of any asbestos-related work stating:

**Danger - Asbestos
May Cause Cancer - Causes Damage to Lungs
Authorized Personnel Only**

4. A copy of the registration shall be posted at the jobsite beside the Cal-OSHA poster.
5. The registered employer shall provide a copy of this registration certificate to the prime contractor and any other employers at the site before the commencement of any asbestos-related work.
6. The registered employer shall conduct a safety conference prior to the commencement of any asbestos-related work as specified by Section 341.11 of Title 8 of the California Administrative Code.
7. The registered employer acknowledges the Division's right to revoke or suspend this registration as provided by Section 341.14 of Title 8 of the California Administrative Code.

United States Environmental Protection Agency

Ohio is to certify that



Vizion's West, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires May 17, 2020

NAT-25364-2

Certification #

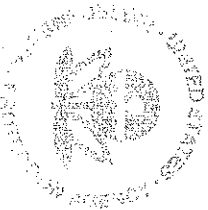
February 05, 2015

Issued On

Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch





CERTIFICATE OF LIABILITY INSURANCE

UPDATED
INSURANCEDATE (MM/DD/YYYY)
08/01/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bonding & Insurance Specialists Agency, Inc. In California, dba Bonds and Insurance Services, LIC #0795489 13841 Southwest Highway Orland Park IL 60462-1354		CONTACT NAME: Karen OConnell PHONE (A/C, No, Ext): 708-598-5355 E-MAIL ADDRESS: koconnell@bisa-inc.com FAX (A/C, No): 708-598-6686	
INSURED Vizion's West, Inc. 26025 Newport Road, Suite A, #220 Menifee CA 92584		INSURER(S) AFFORDING COVERAGE INSURER A: ARCH Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 21199	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	12 EMP 43677 11	08/05/16	08/05/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Pollution Liability Includes Asbestos/Lead Ops Occurrence Form	X	X	12 EMP 43677 11	08/05/16	08/05/17	\$2,000,000 - Aggregate \$1,000,000 - Per Claim

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

For Information

and

Bidding Purposes.

kao

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

VISIO-2 OP ID: NCS

DATE (MM/DD/YYYY)

12/11/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Easterly Surety & Ins.Svcs.Inc 56 Mayhew Way Walnut Creek, CA 94597 Kevin P. Easterly	925-977-9220 925-977-9224	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	INSURER(S) AFFORDING COVERAGE INSURER A: State Comp.Ins.Fund of Ca INSURER B: Amtrust North America, Inc. INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 35076
INSURED Vizion's West, Inc. 26025 Newport Rd Ste A #220 Menifee, CA 92584				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC					
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS X SCHEDULED AUTOS NON-OWNED AUTOS		SPP1112081-00	12/08/15	12/08/16	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	9147529-2015	12/01/15	12/01/16	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Lic # 812067

*10 days notice of cancellation for non-payment of premium.

CERTIFICATE HOLDER

CANCELLATION

CSLB

Contractors State License
Board
PO Box 26000
Sacramento, CA 95826

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VIZION'S WEST, INC.

General Contracting * Asbestos Abatement * Lead Reduction/Removal * Complete Demolition Services

Supervisor/Worker Certificates

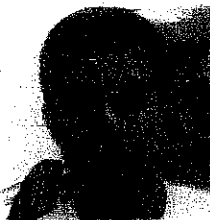
Contractors License #812067 ☒ D.O.S.H. #837

26025 Newport Rd. Suite A, #220, Menifee, CA 92584 ☒ PHONE: (951)-926-4166 ☒ FAX: (951)-926-5766

State of California Department of Public Health

Supervisor

11/03/2016



Brett L. Earleywine

ID # **16966**

LEAD SAFETY FOR RENOVATION, REPAIR & PAINTING INITIAL - ENGLISH

Brett Earleywine

CERT #: R-I-19157-16-00354

Training Date: 03/24/2016

Exam Date: 03/24/2016

Expiration: 03/24/2021

Address: 28997 Avehi Da De los Flores, Menifee CA 92587



Michael W. Horner
Michael W. Horner, Training Director

This course meets or exceeds the requirements in 40 CFR Section 745.225

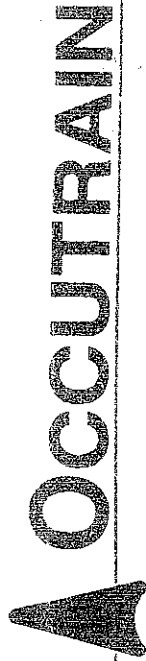


NATEC International, Inc.

1100 Technology Circle, Suite A, Anaheim, CA 92805 | 8390 Capwell Drive, Oakland, CA 94621

800-969-3228 | www.NATECIntl.com

EPA ACCREDITED



Nº 36936

AHERA APPROVED

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT

Brett Earleywine

HAS SUCCESSFULLY COMPLETED A 1 DAY COURSE AND, AFTER PASSING

THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

ON

February 26, 2016

FOR

ASBESTOS ABATEMENT

CONTRACTOR/ SUPERVISORS- ANNUAL REFRESHER

COURSE DATES: February 26, 2016

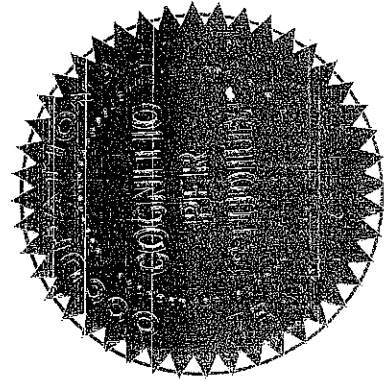
AACS-R-8789-16

ACCREDITATION NO.

February 26, 2017

EXPIRATION DATE

EXAM DATE: February 26, 2016



Nubia Ayala-Director

AUTHORIZED SIGNATURE

Adalberto Escutia

EXAM ADMINISTRATOR

DOSH APPROVAL #CA-017-04



Healthpointe Medical Group, Inc.
16702 Valley View Avenue
La Mirada CA 90638-5824



1 05 14147F

Tel: (714) 367-5391 Fax: (714) 635-5428

MEDICAL EXAMINATION RESULTS

COMPANY: Visions West
CONTACT: Nicole Earleywine
Office Asst
Visions West
26025 Newport Rd #220
Menifee CA 92584

PATIENT: Earleywine, Brett
SSN:
DEPT:

MAIN TEL: (951) 926-4166
MAIN FAX: (951) 926-5766
DIRECT TEL: EXT:
EMAIL: earleywine@msn.com

TICKET NO: 70558-P-1315964
DATE: 6/3/2015
TIME IN: 12:29 PM BY: Patino, Reyna
TIME OUT: 12:29 PM BY: Patino, Reyna

Phx: DOT Physical PFT Blood lead

DOT PHYSICAL ☒ Pass ☐ Fail ☐ N/A DATE: 6/5/2015

PFT ☒ Pass ☐ Fail ☐ N/A DATE: 6/5/2015

BLOOD LEAD ☒ Pass ☐ Fail ☐ N/A DATE: 6/5/2015

DATE 6/5/2015

CLIENT NAME AND NUMBER
15286 HEALTHPOINTE MED GRP, INC-PERRIS ATTN: PATRICIA GARNETTE 2226 MEDICAL CENTER DR, #101 PERRIS, CA 92571

PATIENT NAME	AGE	SEX	
EARLEYWINE, BRETT	27	M	
DATE RECEIVED	DATE DRAWN	DATE REPORTED	ACCESSION NO.
06/04/2015	06/03/2015	06/04/2015	B4053371

04:05

LABORATORY REPORT

BATCH: 0
COPY TO: LEAD REPORTING
CLIENT REQUESTED INFORMATION: LEAD
REQUESTING PHYSICIAN: LEAD
ORDERED PROCEDURES:
LEAD (BLOOD)

MEDICAL DIRECTOR: Paul T. Wertlake, M.D.

CH=CRITICAL HIGH CL=CRITICAL LOW

PROCEDURE NAME	RESULT	UNITS	REFERENCE RANGE	DET LIMIT
LEAD (BLOOD)	4.0	mcg/dl	< 10.0	3.0

Comment:

Adult (Occupation Exposure):
OSHA action level for lead in blood is 40 mcg/dl.
Blood Lead levels in the range 5-9 ug/dL have been associated with adverse health effect in children aged 6 years and younger.
Management Guidelines for Blood Lead Levels in Children:
Level (mcg/dL) Significance Management
<10 Background Guidance & well-child care
10-14 Low For 10 or higher, tiered management
15-19 Mild according to CDC guidelines
20-44 Moderate For 20 or higher, public health and medical evaluation and treatment (see CDC guidelines)
45-69 High For 45 & higher, chelation recommended
>or= 70 Severe Medical Emergency

Management Guidelines for Blood Lead Levels in Adults:

Level (mcg/dL) Management
<10 No action needed
10-24 Identify and minimize lead exposure
25-49 Remove from exposure if symptomatic
Monitor blood lead and zinc protoporphyrin
50-79 Remove from work with lead. Immediate medical evaluation indicated. Chelation not indicated unless significant symptoms due to lead poisoning.
>or= 80 As above. Chelation may be indicated if symptomatic. Important to consult on individual case basis.
(California Dept. of Health Services' Childhood Lead Prevention - Branch & Occupational Lead Poisoning Prevention Program)





Healthpointe Medical Group, Inc.
Respirator Certificate

CERTIFICATION OF EXAMINATION AND RECOMMENDATION FOR RESPIRATOR USE

This is to certify that:

Brett Earle Levine

Employee Name

603-18-8245

Social Security Number

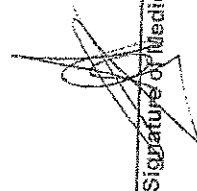
Medical Examination

has completed a medical history and spirometry. I have examined the above referenced employee and find nothing physically at this time that would prevent him/her from using respiratory equipment in his/her work.

Cal / OSHA 5144 (h), General Industry Safety Orders, requires that employees should not be assigned tasks requiring the use of respirators until it has been determined that they are physically capable of working while using this equipment.

ON THE BASIS OF THIS EXAMINATION:

- ☒ This employee is cleared for respiratory equipment.
☐ This employee is not cleared for respiratory equipment.



Signature of Medical Examiner

6-3-15

Date of Examination

VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement ♦ Lead Reduction/Removal ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Brett Earleywine SSI# On File-Released as needed

Job Description: Project Manager Smoker: Non-Smoker X

FIT TESTING RECORD

X Half Mask -Mfg.: North Apv'l. #: TC21C152 Size: LG Rubber Type: Silicone

 Full Face -Mfg.: North Apv'l. #: TC21C152 Size: Rubber Type: Neoprene

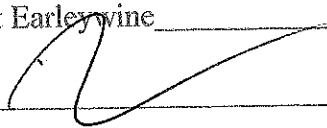
 PAPR --- -Mfg.: Racal Breath Apv'l. #: TC21C276 Size: Rubber Type: Neoprene

 BAR w/emer -Mfg.: Wilson Apv'l. #: Size: Rubber Type: Neoprene

Testing Agent Used: Irritant Smoke PASS: FAIL:

Employee: Brett Earleywine

Date: 8/16/16

Signature: 

Trainer: Lloyd (Bob) Earleywine

Date: 8/16/16

Signature: 

*** Fit Test to be performed every six (6) months, or as needed.***

Contractors Lic. # 812067 ♦ D.O.S.H. #837

26025 Newport Rd. Suite A; #220 Menifee CA 92594 ♦ PHONE: (951) 926-4166 ♦ FAX: (951) 926-5766

State of California Department of Public Health



Worker

11/11/2016

Steven R. Earleywine

ID # 23403

EPA ACCREDITED



Nº 36957

AHERA APPROVED

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT
Steven R. Earleywine

HAS SUCCESSFULLY COMPLETED A¹ DAY COURSE AND, AFTER PASSING

THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

ON
February 26, 2016

FOR
ASBESTOS ABATEMENT
WORKER TRAINING - ANNUAL REFRESHER

COURSE DATES: February 26, 2016

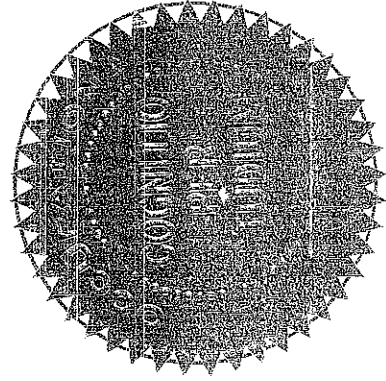
AAWT-R- 8637-16

ACCREDITATION NO.

February 26, 2017

EXPIRATION DATE

EXAM DATE: February 26, 2016



Nubia Ayala
Nubia Ayala-Director

AUTHORIZED SIGNATURE

Alfredo Amaro
EXAM ADMINISTRATOR

DOSH APPROVAL #CA-017-02



Healthpointe Medical Group, Inc.
16702 Valley View Avenue
La Mirada CA 90638-5824



1 05 1357C1

Tel: (714) 367-5391 Fax: (714) 635-5428

MEDICAL EXAMINATION RESULTS

COMPANY: Visions West
CONTACT: Nicole Earleywine
Office Asst
Visions West
PO Box 988
Winchester CA 92596

PATIENT: Earleywine, Steven Robert
SSN:
DEPT:

MAIN TEL: (951) 926-4166
MAIN FAX: (951) 926-5766
DIRECT TEL: EXT:
EMAIL: earleywine@msn.com

TICKET NO: 140347-P-1267646
DATE: 4/16/2015
TIME IN: 2:45 PM BY: Sanchez, Mara
TIME OUT: 4:08 PM BY: Mendoza, Ana

PFT & Labs: Physical-PFT-Blood Lead

PFT ☒ Pass ☐ Fail ☐ N/A DATE: 4/21/2015

BLOOD LEAD ☒ Pass ☐ Fail ☐ N/A DATE: 4/21/2015

ROUTINE PHYSICAL ☒ Pass ☐ Fail ☐ N/A DATE: 4/21/2015

DATE 4/21/2015

PACIFIC
TOXICOLOGY
LABORATORIES**PacTox**9348 DeSoto Ave. Chatsworth, CA 91311
(618)598-3110 FAX (618)598-3116 (800)328-6942
www.pactox.com

FINAL REPORT

REPRINT: 04/17/2015 3:09PM

PAGE: 1

CLIENT NAME AND NUMBER
18270 HEALTHPOINTE MED GRP, INC-TEMECULA ATTN: THALIA GRIJALVA 26991 OLD TOWN FRONT ST, #104 TEMECULA, CA 92590

PATIENT NAME	AGE	SEX
BARLEYWINE, STEVEN	23	M
DATE RECEIVED	DATE DRAWN	DATE REPORTED
04/17/2015	04/16/2015	04/17/2015
ACCESSION NO.		
E3900891		

03:45

BATCH: 0

LABORATORY REPORT

COPY TO: LEAD REPORTING
CLIENT REQUESTED INFORMATION: LEAD
REQUESTING PHYSICIAN: LEAD
ORDERED PROCEDURES:
LEAD (BLOOD)

MEDICAL DIRECTOR: Paul T. Wertlake, M.D.

CH=CRITICAL HIGH CL=CRITICAL LOW

PROCEDURE NAME	RESULT	UNITS	REFERENCE RANGE	DET LIMIT
LEAD (BLOOD)	4.4	mcg/dl	< 10.0	3.0

Comment:

Adult (Occupation Exposure):

OSHA action level for lead in blood is 40 mcg/dl.

Blood Lead levels in the range 5-9 ug/dl have been associated with adverse health effect in children aged 6 years and younger.

Management Guidelines for Blood Lead Levels in Children:

Level (mcg/dL)	Significance	Management
<10	Background	Guidance & well-child care
10-14	Low	For 10 or higher, tiered management
15-19	Mild	according to CDC guidelines
20-44	Moderate	For 20 or higher, public health and medical evaluation and treatment (see CDC guidelines)
45-69	High	For 45 & higher, chelation recommended
>or= 70	Severe	Medical Emergency

Management Guidelines for Blood Lead Levels in Adults:

Level (mcg/dL)	Management
<10	No action needed
10-24	Identify and minimize lead exposure
25-49	Remove from exposure if symptomatic
30-79	Monitor blood lead and zinc protoporphyrin
	Remove from work with lead. Immediate medical evaluation indicated. Chelation not indicated unless significant symptoms due to lead poisoning.
>or= 80	As above. Chelation may be indicated if symptomatic. Important to consult on individual case basis.

(California Dept. of Health Services' Childhood Lead Prevention Branch & Occupational Lead Poisoning Prevention Program)



HEALTHPOINTE

Patient Name: SKULLER SSN: _____

Proposed Occupation/Work: WATER Employer: WIZJOLS

Evaluation and Recommendations

My evaluation of this employee indicates:

- ☒ (1) No medical contraindication to performing this job without accommodations.
- ☐ (2) No medical contradictions to performing this job with the following recommendations, or job training: _____
- ☐ (3) Based upon probability of substantial harm, this employee could pose a direct threat to self or others. Please refer to the attached information on the extent of the threat and accommodations that may significantly decrease the threat.
- ☐ (4) Further testing is required to fully evaluate ability or risk.
- ☐ (5) Medical hold waiting, for additional data. Patient will return on _____ for follow up.
Additional comments: _____
- ☐ Patient was referred to their private physician or local county facility. Patient is fully aware that all costs are the patients' responsibility.

If 2, 3, or 4 is checked you may contact our office to discuss the type of physical accommodations that may be appropriate to perform the physical functions with or without accommodations of the job. In accordance with the American Disabilities Act all medical information is confidential and should be accessed only by designated employer representative.

Drug Screen Results:

Type: ☐ DOT Drug Screen ☐ Non DOT Drug Screen ☐ Rapid

Result: ☐ Negative ☐ Positive ☐ Sent for further testing

Please note: DOT Drug screen Federal law mandates that we make every effort to notify the donor of a positive DOT drug screen prior to notifying the employer.

Signature

John A. Huette, DO

Date

4/16/15

☐ John A. Huette, DO ☐ Gabriel Martin del Campo, MD ☐ Gary Rawlings, PA

☐ Sharon Liekus, PA ☐ _____



First Care Industrial Medicine Center
Respirator Certificate

CERTIFICATION OF EXAMINATION AND RECOMMENDATION FOR RESPIRATOR USE

This is to certify that:

Steven E. Eckelmyer
Employee Name

Social Security Number _____

Medical Examination _____

has completed a medical history and spirometry. I have examined the
above referenced employee and find nothing physically at this
time that would prevent him/her from using respiratory equipment in his/her work.

Cal / OSHA 5144 (b), General Industry Safety Orders, requires that employees should not
be assigned tasks requiring the use of respirators until it has been determined
that they are physically capable of working while using this equipment.

ON THE BASIS OF THIS EXAMINATION:

- ☒ This employee is cleared for respiratory equipment.
☐ This employee is not cleared for respiratory equipment.

John H. Hecette, MD
Signature of Medical Examiner

4/16/15
Date of Examination

Spirometry Report
Puritan-Bennett Renaissance II
S/N: G080701910
Version: 1.1.1.1

Session Date: 16APR2015
Session Time: 03:36PM
Last Cal Check: 19MAR2015

BEST FVC/FVL REPORT

ID: 140347
Name: EARLEYWINE STEVEN
Gender: MALE
Medication:
Dosage:

Height: 68"
Age: 23YRS
Weight: 161LBS
Smoker: NO
Ethnicity/Correction: NONE

Sensor Code: 935330
Temperature: 72F
Barometric Press: 760mmHg
BTPS Correction: 1.104
Normals: KNUDSON 83

Clinical Format: PREMED - 03:38PM
Best Criteria:

VAL

< Indicates Below LLN

MEASUREMENT	BEST	Trial	%Pred	Pred	LLN
FVC (L)	5.62	12	111	5.02	4.01
FEV1 (L)	4.89	12	113	4.32	3.51
FEV1%	87		101	86	73
PEF25-75 (L/S)	5.40	12	111	4.85	
PEF(L/S)	8.09	12	87	9.25	
PET (S)	4.27	12			

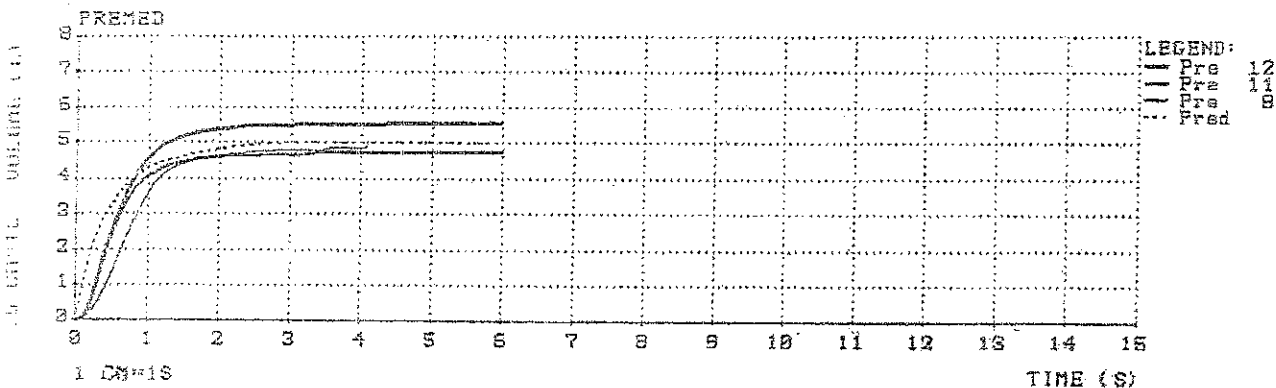
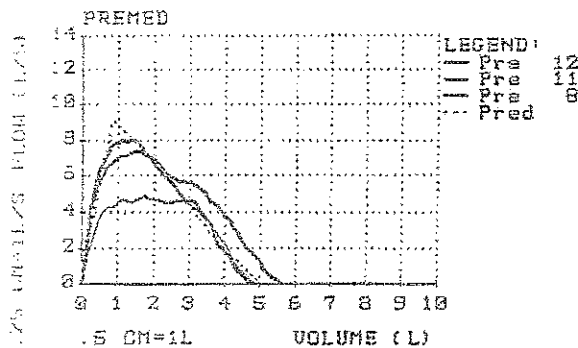
Report Summary:

Pre Mod: Tests12 Acceptable 1 Reproducible 0 FVC VAR: 715ML FEV1 VAR: 612ML PEF VAR: 593ML/S

ENRIGHT Interpretation:

PREMED - Normal Spirometry

Comment:



VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement ♦ Lead Reduction/Removal ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Steven Earleywine SSI# On File-Released as needed

Job Description: Worker Smoker: Non-Smoker X

FIT TESTING RECORD

X Half Mask -Mfg.: North Apv'l. #: TC21C152 Size: LG Rubber Type: Silicone .

 Full Face -Mfg.: North Apv'l. #: TC21C152 Size: Rubber Type: Neoprene .


 PAPR --- -Mfg.: Racal Breath Apv'l. #: TC21C276 Size: Rubber Type: Neoprene .

 BAR w/emer -Mfg.: Wilson Apv'l. #: Size: Rubber Type: Neoprene .

Testing Agent Used: Irritant Smoke PASS: FAIL:

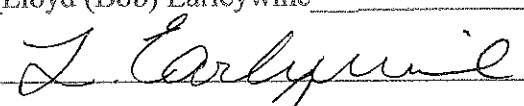
Employee: Steven Earleywine

Date: 8/16/16

Signature: 

Trainer: Lloyd (Bob) Earleywine

Date: 8/16/16

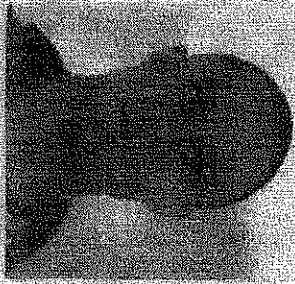
Signature: 

*** Fit Test to be performed every six (6) months, or as needed.***

Contractors Lic. # 812067 ♦ D.O.S.H. #837

26025 Newport Rd. Suite A; #220 Menifee CA 92594 ♦ PHONE: (951) 926-4166 ♦ FAX: (951) 926-5766

State of California Department of Public Health
Lead Related
Construction
Certificate



Certification
Type

Certification
Date

Worker

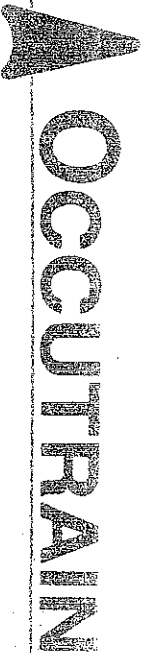
05/21/2017



Christopher M. Basile

ID # 28590

EPA ACCREDITED



AHERA APPROVED

No. 37002

OCCUPATIONAL TRAINING INSTITUTE, INC.

BE IT KNOWN TO ALL THAT
Christopher M. Basile

HAS SUCCESSFULLY COMPLETED A 5 DAY COURSE AND, AFTER PASSING
THE REQUIRED EXAMINATION, IS AWARDED THIS CERTIFICATE

ON

March 21, 2016

FOR

ASBESTOS ABATEMENT
CONTRACTOR/ SUPERVISORS

COURSE DATES: March 12, 13, 19-21, 2016

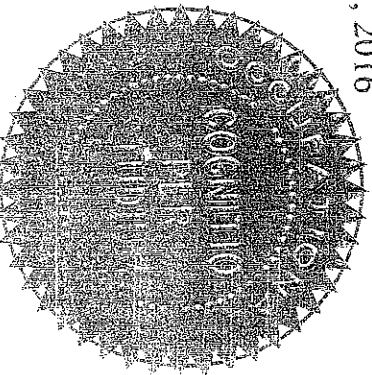
EXAM DATE: March 21, 2016

AAACS-1857-16

ACCREDITATION NO.

March 21, 2017

EXPIRATION DATE



AUTHORIZED SIGNATURE

Adriana Ayala-Director

EXAM ADMINISTRATOR

DOSH APPROVAL #CA-017-03

For purposes of accreditation required under section 206 of the Toxic Substances Control Act (TSCA)

Occupational Training Institute, Inc. (OCTI) 660 Baker St., Suite 315, Costa Mesa, CA 92626-7191 # 714-556-7804



Healthpointe Medical Group, Inc.

16702 Valley View Avenue
La Mirada CA 90638-5824



1 05 18ABCC

Tel: (714) 367-5391

Fax: (714) 635-5428

MEDICAL EXAMINATION RESULTS

COMPANY: **Vizons West**
CONTACT: **Nicole Earleywine**
Office Asst
Vizons West
26025 Newport Rd #220
Menifee CA 92584

PATIENT: **Basile, Christopher M**

SSN:

DEPT:

MAIN TEL: (951) 926-4166

MAIN FAX: (951) 926-5766

DIRECT TEL: EXT:

EMAIL: **earleywine@msn.com**

TICKET NO: **311652-P-1616841**

DATE: **4/19/2016**

TIME IN: **2:10 PM** BY: **Martinez, Jennif**

TIME OUT: **3:22 PM** BY: **Avila, Rosa**

PFT & Labs: NON-DOT Physical-PFT-Blood Lead

PFT ☒ Pass ☐ Fail ☐ N/A DATE: 4/19/2016

BLOOD LEAD ☒ Pass ☐ Fail ☐ N/A DATE: 4/21/2016

ROUTINE PHYSICAL ☒ Pass ☐ Fail ☐ N/A DATE: 4/19/2016

DATE 4/21/2016



HEALTHPOINTE

Patient Name: Christopher M. Basile SSN: 154 - 86 - 4568

Proposed Occupation/Work: Asbestos/lead removal Employer: VISIONS WEST
General Construction

Evaluation and Recommendations

My evaluation of this employee indicates:

- ☒ (1) No medical contraindication to performing this job without accommodations.
- ☐ (2) No medical contradictions to performing this job with the following recommendations, or job training: _____
- ☐ (3) Based upon probability of substantial harm, this employee could pose a direct threat to self or others. Please refer to the attached information on the extent of the threat and accommodations that may significantly decrease the threat.
- ☐ (4) Further testing is required to fully evaluate ability or risk.
- ☐ (5) Medical hold waiting, for additional data. Patient will return on _____ for follow up.
Additional comments: _____
- ☐ Patient was referred to their private physician or local county facility. Patient is fully aware that all costs are the patients' responsibility.

If 2, 3, or 4 is checked you may contact our office to discuss the type of physical accommodations that may be appropriate to perform the physical functions with or without accommodations of the job. In accordance with the American Disabilities Act all medical information is confidential and should be accessed only by designated employer representative.

Drug Screen Results:

Type: ☐ DOT Drug Screen ☐ Non DOT Drug Screen ☐ Rapid

Result: ☐ Negative ☐ Positive ☐ Sent for further testing

Please note: DOT Drug screen Federal law mandates that we make every effort to notify the donor of a positive DOT drug screen prior to notifying the employer.

Signature John A. Huette, DO

Date 4/19/16

☐ John A. Huette, DO ☐ Gabriel Martin del Campo, MD ☐ Gary Rawlings, PA
☐ Sharon Liekus, PA ☐ _____



First Care Industrial Medicine Center
Respirator Certificate

CERTIFICATION OF EXAMINATION AND RECOMMENDATION FOR RESPIRATOR USE

This is to certify that:

Christopher M. Basile
Employee Name

154-86.4568
Social Security Number

Medical Examination

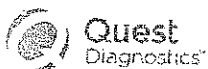
has completed a medical history and spirometry. I have examined the
above referenced employee and find nothing physically at this
time that would prevent him/her from using respiratory equipment in his/her work.
Cal / OSHA 5144 (b). General Industry Safety Orders, requires that employees should not
be assigned tasks requiring the use of respirators until it has been determined
that they are physically capable of working while using this equipment.

ON THE BASIS OF THIS EXAMINATION:

- ☒ This employee is cleared for respiratory equipment.
☐ This employee is not cleared for respiratory equipment.

Dr. A. Huelsbeck
Signature of Medical Examiner

4/19/16
Date of Examination



Patient Information	Specimen Information	Client Information
BASILE, CHRISTEPHER DOB: 05/21/1989 AGE: 26 Gender: M Fasting: N Phone: NG Patient ID: NG	Specimen: EN503390S Requisition: 0184353 Collected: 04/19/2016 / 14:33 PDT Received: 04/20/2016 / 02:06 PDT Reported: 04/20/2016 / 15:46 PDT	Client #: 92590699 MAIL0000 HUETTE, JOHN A HEALTHPOINTE, INC. 27455 TIERRA ALTA WAY STE A TEMECULA, CA 92590-3498

Test Name	In Range	Out Of Range	Reference Range	Lab
URINALYSIS, COMPLETE See Endnote 1				EN
LEAD, BLOOD LEAD(B) COLLECTION SAMPLE	<3 VENOUS		<10 mcg/dL	EN
Endnote 1	***** * Test not performed. * * No suitable specimen received. * *****			

8/ A

PERFORMING SITE:

QUEST DIAGNOSTICS-WEST HILLS, 8401 FALLBROOK AVENUE, WEST HILLS, CA 91304-3226 Laboratory Director: ENRIQUE TERRAZAS, MD, CLIA: 05D0642827

Spirometry Report
Puritan-Bennett Renaissance II
S/N: G080701910

Session Date: 19APR2016
Session Time: 03:00PM
Last Cal Check: 19MAR2015

Version: 1.1.11

BEST FVC/FVL REPORT

ID: 4568
Name: BASILECHRIRTONHER
Gender: MALE
Medication:
Dosage:

Height: 74"
Age: 26YRS
Weight: 168LBS
Smoker: NO
Ethnicity/Correction: NONE

Sensor Code: 142077
Temperature: 72F
Barometric Press: 760mmHg
BTPS Correction: 1.104
Normals: KNUDSON 83

Clinical Format: PREMED - 03:01PM
Best Criteria:

VAL

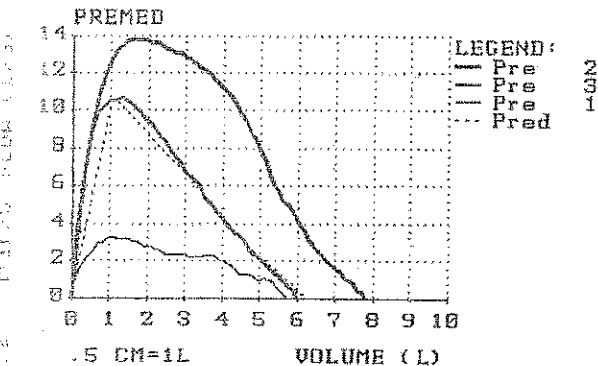
< Indicates Below LLN

MEASUREMENT	BEST	Trial	%Pred	Pred	LLN
VC (L)	7.82	2	123	6.31	5.12
FEV1 (L)	7.33	2	140	5.23	4.14
FEV1-75 (L/S)	94		113	83	72
PEF (L/S)	13.87	2	171	5.42	10.77
PEF (S)	2.29	2			

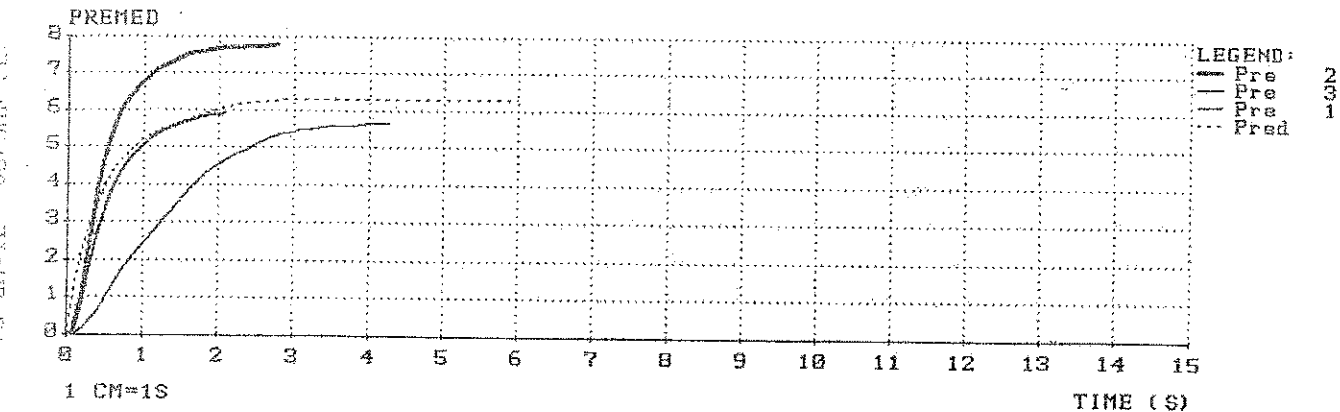
Report Summary:

Pre Med: Tests 3 Acceptable 0 Reproducible 0 FVC VAR: 1827ML FEV1 VAR: 2039ML PEF VAR: 3090ML/S

WRIGHT Interpretation: PREMED - Normal Spirometry
Comment:



OK
H



VIZION'S WEST, INC.

General Contracting ♦ Asbestos Abatement ♦ Lead Reduction/Removal ♦ Complete Demolition Services

EMPLOYEE DATA

Employee Name: Christopher Basile SSI# On File-Released as needed

Job Description: Worker Smoker: Non-Smoker X

FIT TESTING RECORD

X Half Mask -Mfg.: North Apv'l. #: TC21C152 Size: LG Rubber Type: Silicone .

 Full Face -Mfg.: North Apv'l. #: TC21C152 Size: Rubber Type: Neoprene .

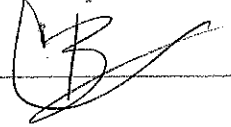
 PAPR --- -Mfg.: Racal Breath Apv'l. #: TC21C276 Size: Rubber Type: Neoprene .

 BAR w/emer -Mfg.: Wilson Apv'l. #: Size: Rubber Type: Neoprene .

Testing Agent Used: Irritant Smoke PASS: FAIL:

Employee: Christopher Basile

Date: 8/16/16

Signature: 

Trainer: Lloyd (Bob) Earleywine

Date: 8/16/16

Signature: 

*** Fit Test to be performed every six (6) months, or as needed, ***

Contractors Lic. # 812067 ♦ D.O.S.H. #837

26025 Newport Rd. Suite A; #220 Menifee CA 92594 ♦ PHONE: (951) 926-4166 ♦ FAX: (951) 926-5766

Bid Results**Bidder Details**

Vendor Name Vizion's West, Inc.
Address 26025 Newport Rd. Suite A, #220
 Menifee, CA 92584
 United States
Respondee Nichole Basile
Respondee Title Secretary/Treasurer
Phone 951-926-4166 Ext.
Email earleywine@msn.com
Vendor Type FSB,HUD

Bid Detail

Bid Format Electronic
Submitted September 6, 2016 2:33:56 PM (Pacific)
Delivery Method Electronic
Bid Responsive
Bid Status Submitted
Confirmation # 88017
Ranking 0

Respondee Comment**Buyer Comment****Attachments**

File Title	File Name	File Type
ITB HE16-111	ITB HE16-111.pdf	Bid Doc with all required attachments

Line Items

Discount Terms		no discount				
Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
INTERIOR (NON-FRICTION) PAINT STABILIZATION						
1	a. Accessible Surfaces (including doors, decks, floors, walls, baseboards, chair rails, mantles, stair treads).					
	Wet scrape interior components using lead safe work practices; prep, patch and paint designated surfaces.	Price per SQ FT	1	\$1.8500	\$1.8500	\$1.8500
2	b. Less Accessible Surfaces (including interiors of built-ins, cabinets, crown moldings and ceilings).					
	Wet scrape interior components using lead safe work practices; prep, patch and paint designated surfaces.	Price per SQ FT	1	\$2.0700	\$2.0700	\$2.0700

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
3	c. Detailed Components (including banister, balusters, detailed trim, etc.).						
	Wet scrape interior components using lead safe work practices; prep, patch and paint designated surfaces.	Price per SQ FT	1	\$2.3500	\$2.3500	\$2.3500	
				Subtotal	\$6.2700	\$6.2700	
	SINGLE SASH WINDOW TREATMENTS						
4	a. Price per Small Window (12" x 18" or smaller, or 216 sq. in. or less						
	Remove Single Sash Window Treatment. See Section 2 for specifics.	EA	1	\$357.0000	\$357.0000	\$357.0000	
5	b. Price per Medium Window (12" x 18" < x = 24" x 36" or 216 sq. in. < x = 864 sq. in.)						
	Remove Single Sash Window Treatment. See Section 2 for specifics.	EA	1	\$443.0000	\$443.0000	\$443.0000	
6	c. Price per Large Window (larger than 24" x 36", or >864 sq. in.)						
	Remove Single Sash Window Treatment. See Section 2 for specifics.	EA	1	\$479.0000	\$479.0000	\$479.0000	
				Subtotal	\$1,279.0000	\$1,279.0000	
	WINDOW SYSTEM TREATMENT / DUAL SASH REPLACEMENT						
7	a. Price per Small Window (12" x 18" or smaller, or 216 sq. in. or less						
	Window System Treatment with Replacement of Upper and Lower Sash. See Section 3 for more details.	EA	1	\$479.0000	\$479.0000	\$479.0000	
8	b. Price per Medium Window (12" x 18" < x = 24" x 36" or 216 sq. in. < x = 864 sq. in.)						
	Window System Treatment with Replacement of Upper and Lower Sash. See Section 3 for more details.	EA	1	\$557.0000	\$557.0000	\$557.0000	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
9	c. Price per Large Window (larger than 24" x 36", or >864 sq. in.)						
	Window System Treatment with Replacement of Upper and Lower Sash. See Section 3 for more details.	EA	1	\$700.0000	\$700.0000	\$700.0000	
				Subtotal	\$1,736.0000	\$1,736.0000	
CASEMENT WINDOW TREATMENT							
10	a. Price per Small Window (12" x 18" or smaller, or 216 sq. in. or less						
	Remove casement window sash. See Section 4 for more details.	EA	1	\$171.0000	\$171.0000	\$171.0000	
11	b. Price per Medium Window (12" x 18" < x = 24" x 36" or 216 sq. in. < x = 864 sq. in.)						
	Remove casement window sash. See Section 4 for more details.	EA	1	\$228.0000	\$228.0000	\$228.0000	
12	c. Price per Large Window (larger than 24" x 36", or >864 sq. in.)						
	Remove casement window sash. See Section 4 for more details.	EA	1	\$271.0000	\$271.0000	\$271.0000	
				Subtotal	\$670.0000	\$670.0000	
ALUMINUM WINDOW REPLACEMENT							
13	a. Price per Small Window (12" x 18" or smaller, or 216 sq. in. or less						
	Window Replacement. See Section 5 for more details.	EA	1	\$421.0000	\$421.0000	\$421.0000	
14	b. Price per Medium Window (12" x 18" < x = 24" x 36" or 216 sq. in. < x = 864 sq. in.)						
	Window Replacement. See Section 5 for more details.	EA	1	\$564.0000	\$564.0000	\$564.0000	
15	c. Price per Large Window (larger than 24" x 36", or >864 sq. in.)						
	Window Replacement. See Section 5 for more details.	EA	1	\$643.0000	\$643.0000	\$643.0000	

Lead-Based Paint & Other Home Hazard Control Services (ITB HE16-111), bidding on September 7, 2016 11:00 AM (Pacific)

Printed 10/14/2016

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
				Subtotal	\$1,628.0000	\$1,628.0000	
	DOOR SYSTEM TREATMENT						
16	a. Price per door replacement						
	Door System Treatment. See Section 6 for more details.	EA	1	\$321.0000	\$321.0000	\$321.0000	
				Subtotal	\$321.0000	\$321.0000	
	CABINET SYSTEM TREATMENT						
17	a. Price per Small Cabinet (= 24" H x 36" W x 24" D)						
	Cabinet System Treatment. See Section 7 for more details.	EA	1	\$321.0000	\$321.0000	\$321.0000	
18	b. Price per Medium Cabinet (24" H x 36" W x 24" D < x = 28" H x 48" W x 36" D)						
	Cabinet System Treatment. See Section 7 for more details.	EA	1	\$386.0000	\$386.0000	\$386.0000	
19	c. Price per Large Cabinet (> 28" H x 48" W x 36" D)						
	Cabinet System Treatment. See Section 7 for more details.	EA	1	\$500.0000	\$500.0000	\$500.0000	
				Subtotal	\$1,207.0000	\$1,207.0000	
	STAIR TREAD AND RISER ENCLOSURE / STAIR SYSTEM TREATMENT						
20	a. Price per 12 steps						
	Stair Tread and Riser Enclosure / Stair System Treatment. See Section 8 for more details.	Price per 12 Steps	1	\$2,345.0000	\$2,345.0000	\$2,345.0000	
				Subtotal	\$2,345.0000	\$2,345.0000	
	FLOOR CLEANING TO ELIMINATE IDENTIFIED LEAD HAZARDS (ASSUME FURNITURE MOVING)						
21	a. Includes vinyl, tile, sealed wood, etc.						
	Clean non-porous floor.	Price per SQ FT	1	\$2.7800	\$2.7800	\$2.7800	
22	b. No special instructions.						
	Clean carpeted floor.	Price per SQ FT	1	\$3.4300	\$3.4300	\$3.4300	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
23	c. No special instructions.						
	Clean carpeted floor.	Price per 10 SQ YDS	1	\$3.4300	\$3.4300	\$3.4300	
24	d. Seal with One (1) coat of polyurethane.						
	Clean wood floor.	Price per SQ FT	1	\$4.4300	\$4.4300	\$4.4300	
25	e. Additional coat of polyurethane.						
	Additional coat of polyurethane to wood floor above.	Price per SQ FT	1	\$1.4300	\$1.4300	\$1.4300	
				Subtotal	\$15.5000	\$15.5000	
EXTERIOR SURFACE (NON-FRICTION) PAINT STABILIZATION							
26	a. 1st Floor Flat Surfaces (including walls, doors, ceilings, fences, vents, porch beams, etc.)						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$3.2100	\$3.2100	\$3.2100	
27	b. 1st Floor Detailed Surfaces (including security bars, contoured gutters, etc.)						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$3.5600	\$3.5600	\$3.5600	
28	c. 1st Floor Eaves, Soffits, Rafters, Fascias.						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$4.1400	\$4.1400	\$4.1400	
29	d. 2nd Floor Flat Surfaces (including walls, ceilings, vents, etc.)						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$3.5700	\$3.5700	\$3.5700	

Lead-Based Paint & Other Home Hazard Control Services (ITB HE16-111), bidding on September 7, 2016 11:00 AM (Pacific)

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Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
30	e. 2nd Floor Detailed Surfaces (including security bars, contoured gutters, etc.)						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$4.4300	\$4.4300	\$4.4300	
31	f. 2nd Floor Eaves, Soffits, Rafters, Fascias.						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$4.4300	\$4.4300	\$4.4300	
32	g. 3rd Floor Flat Surfaces (including walls, ceilings, vents, etc.)						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$4.5700	\$4.5700	\$4.5700	
33	h. 3rd Floor Detailed Surfaces (including security bars, contoured gutters, etc.)						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$4.9900	\$4.9900	\$4.9900	
34	i. 3rd Floor Eaves, Soffits, Rafters, Fascias.						
	Wet scrape exterior components using lead safe work practices; patch, prep surfaces, and paint.	Price per SQ FT	1	\$5.2900	\$5.2900	\$5.2900	
				Subtotal	\$38.1900	\$38.1900	
FASCIA REPLACEMENT							
35	a. Price per Small (Up to 1" x 4")						
	Remove the existing fascia in lead safe manner and replace with new painted fascia.	Price per Linear FT	1	\$11.4400	\$11.4400	\$11.4400	

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
36	b. Price Medium (Up to 1 1/4" x 6")						
	Remove the existing fascia in lead safe manner and replace with new painted fascia.	Price per Linear FT	1	\$14.3000	\$14.3000	\$14.3000	
37	c. Price per Large (Up to 1 1/2" x 8")						
	Remove the existing fascia in lead safe manner and replace with new painted fascia.	Price per Linear FT	1	\$17.1600	\$17.1600	\$17.1600	
				Subtotal	\$42.9000	\$42.9000	
REMOVE LEAD HAZARD SOIL AND REPLACE WITH CLEAN SOIL / PLANT SOD							
38	a. Total price per 200 square foot soil removal (1 1/4 Cubic Yards) Replacement, and Planting 200 square feet of sod.						
	Remove top 2 inches of soil and replace with clean topsoil. See Section 12 for more details.	EA	1	\$1,644.0000	\$1,644.0000	\$1,644.0000	
				Subtotal	\$1,644.0000	\$1,644.0000	
ELIMINATE SOURCES OF WATER / MOISTURE INTRUSION							
39	a. Price per standard 30" x 60" enclosure						
	Make bathtub/shower enclosures watertight to prevent seepage into undrained/unventilated	EA	1	\$68.0000	\$68.0000	\$68.0000	
				Subtotal	\$68.0000	\$68.0000	
GENERAL CARPENTRY / RENOVATION							
40	a. No special instructions.						
	Repair holes and gaps in walls/wall areas under and behind kitchen and bathroom sinks.	Price per SQ FT	1	\$1.0000	\$1.0000	\$1.0000	
41	b. No special instructions.						
	Fabricate and install sub-floor seals under drawer dead spaces.	Price per Drawer	1	\$21.0000	\$21.0000	\$21.0000	

Lead-Based Paint & Other Home Hazard Control Services (ITB HE16-111), bidding on September 7, 2016 11:00 AM (Pacific)

Printed 10/14/2016

Bid Results

Type	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
42	c. No special instructions.						
	Repair stuck windows to function as designed for ventilation.	Price per Medium-Sized Window	1	\$36.0000	\$36.0000	\$36.0000	
43	d. No special instructions.						
	Replace electric outlet switches as needed.	Price per Switch	1	\$24.0000	\$24.0000	\$24.0000	
				Subtotal	\$82.0000	\$82.0000	
SPECIALIZED CLEANING							
44	a. No special instructions.						
	Remove visible mold growth from substrates and clean affected areas.	Price per SQ FT	1	\$1.8300	\$1.8300	\$1.8300	
45	b. Clean using specialized cleaning (soak droppings with bleach solution prior to removal; disinfect cleaned area with bleach solution).						
	Remove rodent droppings.	Price per SQ FT	1	\$4.8000	\$4.8000	\$4.8000	
46	c. Disinfect cleaned area with bleach solution.						
	Remove and clean dead cockroaches and spotting.	Price per SQ FT	1	\$5.3000	\$5.3000	\$5.3000	
				Subtotal	\$11.9300	\$11.9300	
				Total	\$11,094.7900	\$11,094.7900	