

1 Long Beach Airport in the City of Long Beach, California, attached hereto as Exhibit
2 "A"; provided, however, that the total compensation to Contractor shall not exceed
3 the maximum cumulative amount of Three Hundred Ninety Thousand Dollars
4 (\$390,000) for the estimated quantities established in the Bid, subject to additions
5 or deductions as provided in the Contract Documents.

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

9 3. CONTRACT DOCUMENTS.

10 A. The Contract Documents include: The Notice Inviting Bids,
11 Project Specifications No. R-7133 (which may include by reference the Standard
12 Specifications for Public Works Construction, latest edition, and any supplements
13 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard
14 Plans; Project Drawing No. B-4749 for this work; the California Code of Regulations;
15 the various Uniform Codes applicable to trades; the prevailing wage rates;
16 Instructions to Bidders; the Bid; the bid security; the City of Long Beach
17 Disadvantaged, Minority and Women-Owned Business Enterprise Program; this
18 Contract and all documents attached hereto or referenced herein including but not
19 limited to insurance; Bond for Faithful Performance; Payment Bond; Notice to
20 Proceed; Notice of Completion; any addenda or change orders issued in
21 accordance with the Standard Specifications; any permits required and issued for
22 the work; approved final design drawings and documents; and the Information
23 Sheet. These Contract Documents are incorporated herein by the above reference
24 and form a part of this Contract.

25 B. Notwithstanding Section 2-5.2 of the Standard Specifications,
26 if any conflict or inconsistency exists or develops among or between Contract
27 Documents, the following priority shall govern: 1) Permit(s) from other public
28 agencies; 2) Change Orders; 3) this Contract (including any and all amendments

hereto); 4) Addenda (which shall include written clarifications, corrections and changes to the bid documents and other types of written notices issued prior to bid opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other reference plans; 11) the Bid; and 12) the Notice Inviting Bids.

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

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

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

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

8. CLAIMS. Contractor shall, upon completion of the work, deliver

1 possession thereof to City ready for use and free and discharged from all claims for labor
2 and materials in doing the work and shall assume and be responsible for, and shall protect,
3 defend, indemnify and hold harmless City from and against any and all claims, demands,
4 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or
5 damages to property, including property of City, which arises from or is connected with the
6 performance of the work.

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

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

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

19 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing
20 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)
21 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,
22 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any
23 work done by Contractor, or any subcontractor, under this Contract.

24 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

25 A. If the work is terminated pursuant to an order of any Federal or
26 State authority, Contractor shall accept as full and complete compensation under
27 this Contract such amount of money as will equal the product of multiplying the
28 Contract price stated herein by the percentage of work completed by Contractor as

1 of the date of such termination, and for which Contractor has not been paid. If the
2 work is so terminated, the City Engineer, after consultation with Contractor, shall
3 determine the percentage of work completed and the determination of the City
4 Engineer shall be final.

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

12 13. NOTICES.

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

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

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

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

7 16. CERTIFIED PAYROLL RECORDS.

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

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

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

1 and subcontractors.

2 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to
3 the contrary in the Standard Specifications, Contractor shall have the responsibility, care
4 and custody of the work. If any loss or damage occurs to the work that is not covered by
5 collectible commercial insurance, excluding loss or damage caused by earthquake or flood
6 or the negligence or willful misconduct of City, then Contractor shall immediately make the
7 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make
8 the City whole or pay, then City may do so and the cost and expense of doing so shall be
9 deducted from the amount due Contractor from City hereunder.

10 18. CONTINUATION. Termination or expiration of this Contract shall not
11 terminate the rights or liabilities of either party which rights or liabilities accrued or existed
12 prior to termination or expiration of this Contract.

13 19. TAXES AND TAX REPORTING.

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

22 B. Contractor shall cooperate with City in all matters relating to
23 taxation and the collection of taxes, particularly with respect to the self-accrual of
24 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of
25 materials, equipment, supplies, or other tangible personal property totaling over
26 \$100,000 shipped from outside California, a qualified Contractor shall complete and
27 submit to the appropriate governmental entity the form in Appendix "A" attached
28 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or

1 more, Contractor shall obtain a sub-permit from the California Board of Equalization
2 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000
3 in tangible personal property that was subject to sales or use tax in the previous
4 calendar year.

5 C. Contractor shall create and operate a buying company, as
6 defined in State of California Board of Equalization Regulation 1699, subpart (i), in
7 City if Contractor will purchase over \$5,000,000 in tangible personal property subject
8 to California sales and use tax.

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

24 E. Contractor shall not be entitled to and by signing this Contract
25 waives any claim or damages for delay against City if Contractor does not timely
26 submit these forms to the appropriate governmental entity. Contractor may request
27 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing
28 and will be subject to City review and approval. Contractor may contact the Financial

1 Management Department, Budget Management Bureau at (562) 570-6425 for
2 assistance with the form.

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

6 21. AUDIT. City shall have the right at all reasonable times during
7 performance of the work under this Contract for a period of five (5) years after final
8 completion of the work to examine, audit, inspect, review, extract information from and
9 copy all books, records, accounts and other documents of Contractor relating to this
10 Contract.

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

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

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

26 25. NO DUTY TO INSPECT. No language in this Contract shall create
27 and City shall not have any duty to inspect, correct, warn of or investigate any condition
28 arising from Contractor's work hereunder, or to insure compliance with laws, rules or

1 regulations relating to said work. If City does inspect or investigate, the results thereof
2 shall not be deemed compliance with or a waiver of any requirements of the Contract
3 Documents.

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

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

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

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

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

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

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

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

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

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

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

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

28 ///

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

3 CIVIC CONSTRUCTION ASSOCIATES, a
4 California corporation

5 1.7.2019, 2018

6 By [Signature]
7 Name Timothy Hall
8 Title CEO / President

9 1.7.2018, 2018

10 By [Signature]
11 Name Timothy Hall
12 Title Secretary

13 Tom Modica
14 Assistant City Manager "Contractor"

15 EXECUTED PURSUANT
16 TO SECTION 301 OF
17 THE CITY CHARTER

18 CITY OF LONG BEACH, a municipal
19 corporation

20 Feb 20, 2019

21 By [Signature]
22 City Manager

23 "City"

24 This Contract is approved as to form on February 13, 2018⁹.

25 CHARLES PARKIN, City Attorney

26 By [Signature]
27 Deputy

EXHIBIT “A”

Bid R-7133

Monument Sign Project

DIVISION C

BID DOCUMENTS

**NOTE: ALL DOCUMENTS IN DIVISION C
MUST BE RETURNED WITH BID SUBMITTAL**

BIDDER'S NAME: Civic Construction Associates

**BID TO THE CITY OF LONG BEACH
LONG BEACH AIRPORT MONUMENT SIGN
At the Long Beach Airport**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be opened on *October 17th, 2018*, at 10:00 a.m., we offer to furnish all necessary labor, tools, materials, appliances and equipment for and perform all Work mentioned in the Notice Inviting Bids, in full compliance with Plans & Specifications No. R-7133 at the prices listed below.

We certify that we have examined the site and that the Bid is complete. By signing the Bid, we certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

BASE BID – LONG BEACH AIRPORT MONUMENT SIGN					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
1.	G-001-5.1; Mobilization/Demobilization	1 (Limited to 6% of Base Bid)	LS	18,000	18,000
2.	Section 6-9; Liquidated Damages for Exceeding Time of Completion	0	Day	(\$1,000)	0
3.	Section 2-5.3: Penalty for Exceeding Resubmittal Limit	0	EA	(\$500)	0
4.	Erosion Control	1	LS	10,000	10,000
5.	Site Demolition	1	LS	65,000	65,000
6.	Procurement and Installation of New Monument Sign	1	LS	155,000	155,000
7.	New Landscaping Lighting System	1	LS	55,000	55,000
8.	New Landscaping	1	LS	22,000	22,000
9.	New Irrigation System	1	LS	25,000	25,000
TOTAL BASE BID (Items 1-9) (in figures)			\$ 350,000.00		

ADDITIVE ALTERNATE A					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE (IN FIGURES)	ITEM TOTAL (IN FIGURES)
10.	Parking Structure A Freestanding ID Sign	1	LS	25000	25000
11.	Parking Structure B Freestanding ID Sign	1	LS	15000	15000
TOTAL ADDITIVE ALTERNATE A (Items 10-11) (in figures)			\$ 40,000		

Total Base Bid \$ 350,000

Total Additive Alternate A \$ 40,000

TOTAL BID \$ 390,000.00
(in numbers)

TOTAL BID Three Hundred Ninety Thousand DOLLARS
(in words)

We understand that these quantities are estimates only and are given solely for the purpose of facilitating the comparison of Bids, and that the Contractor's compensation will be computed on the basis of the actual quantities in the completed Work.

The following information will be used for statistical analysis only.

Is the Bidder a Minority-Owned Business? No Which racial minority? _____
Is the Bidder a Women-Owned Business? No

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

Planet Bid

(Continued on Next Page)

ADDENDA ACKNOWLEDGEMENT / SIGNATURE

This Bid is submitted with respect to the changes to the Plans & Specifications included in the following addenda numbers:

1A 1B 1C
1 2 3 4 5 6 7

(Initial above all appropriate numbers)

Respectfully submitted,


Signature

Civic Construction Associates

Legal Name of Company

Dr. Timothy L. Hall /CEO-President

Print Name / Title

N/A

Names of Other General Partners

Names of Other Partners

California

State of Incorporation

State Where Registered as LLC

801 Walker Avenue,

Business Address (Actual Address -Not a Post Office Box)

805.551.1006/805.482.7009

Telephone Number / Fax Number

ccainc123@yahoo.com

Email Address

994455

Contractor's License Number

City of Long Beach Business License Number

City of Long Beach Business License Expiration Date

Address on City Business License

- _____ If Bidder is an individual, set forth his/her signature.
- _____ If Bidder is a joint venture, set forth the name of the joint venture with the signature of an authorized representative of each venture.
- _____ If Bidder is a general partnership, set forth the signature of the general partner.
- _____ If Bidder is a limited partnership, provide names of other partners.
- _____ If Bidder is a limited liability company, set forth legal name of company with signature of a member or manager authorized to bind the company.
- _____ If the Bidder is a corporation set forth the legal name of the corporation with the signature of an officer of the corporation.

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Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # _____ CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL THOSE BY THESE PRESENTS: That we, _____
_____, as Principal, and _____
_____, a corporation, organized and existing under and by virtue of the laws of the State of _____
_____, with its principal place of business in the City of _____
_____, State of _____, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that:

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishings of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and Insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient faithful performance bond, if required in the notice inviting bids, and a good and sufficient labor and material (payment) bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Principal

Surety

The bond shall be signed by both parties and all signatures shall be notarized

USE OF A NON-CITY OF LONG BEACH BID BOND MAY BE CAUSE FOR REJECTION

Contractor directs the City's attention to Continuous Bidder's Bond (CBB) # CC-LM-C, on file in the office of the City Clerk of the City of Long Beach. If a CBB is not on file, please accept the bidder's bond listed below:

CITY OF LONG BEACH BIDDER'S BOND

KNOW ALL THOSE BY THESE PRESENTS: That we, Civic Construction Associates, as Principal, and Argonaut Insurance Company, a corporation, organized and existing under and by virtue of the laws of the State of Illinois, with its principal place of business in the City of Chicago, State of Illinois, with a paid up capital of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), incorporated, as aforesaid, for the purpose of making, guaranteeing or becoming a surety upon bonds and undertakings required or authorized by law, and having heretofore complied with all of the requirements of the law of the State of California regulating the formation or admission of such corporation to transact business in this State, as Surety, are held firmly bound unto the City of Long Beach, a municipal corporation, organized under the laws of the State of California, and situated in the County of Los Angeles, in the sum of Twenty Percent of their Greatest Amount Bid Dollars (\$20% of G.A.B.) lawful money of the United States of America, for the payment whereof the Principal and sureties bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that: R-7133 - Long Beach Airport Monument Sign *

If the bid of said Principal shall be accepted by the City of Long Beach and the contract for delivery of goods, materials, equipment or supplies, or for the furnishing of services, materials, supplies, labor and performing work, all as specified in the Specifications, notice inviting bids, and bid is awarded to the Principal, and if Principal shall execute and submit all contract documents and insurance within fifteen (15) calendar days after delivery of them to Principal, and if Principal shall, in connection with said contract, furnish and deliver to the City of Long Beach a good and sufficient performance bond, if required in the notice inviting bids, and a good and sufficient labor and material payment bond, if required in the notice inviting bids, with Surety or Sureties, then this obligation shall be void; otherwise it shall remain in full force and effect.

Civic Construction Associates

Principal

Argonaut Insurance Company

Surety

Stephanie Hope Shear, Attorney-in-Fact

Signatures of both parties and all signatures shall be notarized

CITY OF LONG BEACH AND MAY BE CAUSE FOR REJECTION

City of Long Beach, California

CITY of LOS ANGELES

before me, SHIRLEY GIGGLES, NOTARY PUBLIC

1000 1100 1200 1300 1400 1500 1600 1700 1800 1900 2000 2100 2200 2300 2400 2500 2600 2700 2800 2900 3000 3100 3200 3300 3400 3500 3600 3700 3800 3900 4000 4100 4200 4300 4400 4500 4600 4700 4800 4900 5000 5100 5200 5300 5400 5500 5600 5700 5800 5900 6000 6100 6200 6300 6400 6500 6600 6700 6800 6900 7000 7100 7200 7300 7400 7500 7600 7700 7800 7900 8000 8100 8200 8300 8400 8500 8600 8700 8800 8900 9000 9100 9200 9300 9400 9500 9600 9700 9800 9900 10000

STEPHANIE HOPE SHEAR

11-20-68

[illegible]

Argonaut Insurance Company

Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois, and having its principal office in the County of Cook, Illinois, does hereby nominate, constitute and appoint:

Gabriella Grady, Shilo Lee Losino, Stephanie Hope Shear

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on behalf of the Company, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the total sum of any one such instrument executed hereunder shall not exceed the sum of:

\$10,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto.

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereto affixed and these presents to be signed by its duly authorized officer on this 15th day of May, 2017.

Argonaut Insurance Company



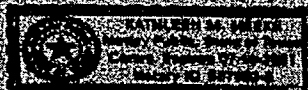
by:

Joshua C. Bero, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned, on this 15th day of May, 2017, A.D., being a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came to the County Clerk's Office of the County of Harris, Texas, to me personally known to be the individual and officer described as, and who executed the foregoing instrument, and the instrument was read to me, and being by me duly sworn, deposited and said that he is the officer of the said Company authorized, and that the seal of the said Company, and the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer, were duly affixed and subscribed to the instrument, and that the Resolution adopted by the Board of Directors of said Company, contained in the foregoing instrument, is a true and correct copy of the same.

I, the undersigned, on this 15th day of May, 2017, have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Joshua C. Bero
Senior Vice President

I, the undersigned, Officer of the Argonaut Insurance Company, (Illinois Corporation), do hereby certify that the original POWER OF ATTORNEY and the instrument in which said Power of Attorney is made is in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on this 15th day of May, 2017.



Stephanie Hope Shear
Vice President

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE IN THE SIGNATURE BLOCK. AUTHENTICITY OF THIS DOCUMENT CALL 800-511-8888

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CONTRACTOR'S MINIMUM QUALIFICATIONS AND EXPERIENCE STATEMENT

FOR THE LONG BEACH AIRPORT MONUMENT SIGN AT THE LONG BEACH AIRPORT

The Work is located on a very active airport and the Contractor shall be required to coordinate the Contractor's activities with multiple airport tenants. Typical airport operations include terminal construction, commercial airlines, cargo aircraft, general aviation, military aircraft, student pilots, helicopter traffic, and corporate aircraft. Support activities that routinely occur on the Airport include, but are not limited to, fire protection equipment, safety vehicles, fueling, baggage handling, aircraft towing, maintenance vehicles, and other construction projects.

This Work requires conformance with the specifications for construction at airports. The specifications are generally more stringent than typical local agency specifications.

The City has established minimum qualifications and experience requirements for the Contractor. Each bidder shall submit a "Contractor's Minimum Qualifications and Experience Statement". The statement shall be completed on the following form. The statement shall be included with the Bid and failure to include the statement with the Bid shall render the Bid non-responsive. Failure to submit complete and accurate statements of experience shall render the Bid non-responsive. Submission of inaccurate or misleading information on the statements of experience shall render the Bid non-responsive.

The experience of the listed subcontractor may have been obtained while in the role of prime contractor, while subcontracting to the Contractor, or while subcontracting to any other contractor. The Contractor shall clearly indicate the company/firm that performed the previous work for which experience is claimed and the role in which the previous work was performed (prime contractor or subcontractor).

CONTRACTOR EXPERIENCE CONTRACTOR EXPERIENCE

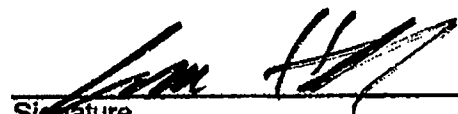
The Contractor or subcontractor shall have a minimum of 5 years documented experience in signage work for commercial projects similar in scale and complexity those required for this project. Installer must be approved by manufacturer/fabricator and shall have a minimum of 5 years documented experience installing for commercial projects similar in scale, complexity, and quality comparable to those indicated for this project. The Contractor or subcontractor listed to meet the experience requirement shall have completed two (2) similar projects, in size and scope, in accordance with the respective specifications since January 1, 2012, prior to the deadline for submission of bids.

CONTRACTOR EXPERIENCE PROJECT #1	Project Title: Westlake Dog Park		
	Start Date & Substantial Completion Date:		September 30, 2017 March 15, 2018
	Type of Work: Monument Sign, DG, Omega		Fencing, Landscaping, Irrigation, Street Utility Tie-In;
	Water, Sewer, Electrical E		Water, Sewer, Electrical E
	Airport/Facility Name: City of Westlake		Shade Structure, Concrete, Curbs, Asphalt
	Sponsor (Owner) Name:		City of Westlake
	Sponsor Address:		21300 Oakcrest Drive
	Sponsor City, State, Zip		Westlake, CA
	Sponsor Telephone Number:		805-844-5002
	Sponsor Representative:		Mike Bustos, P.E.
	Company/Firm that performed the Work:		Civic Construction Associates
	Work performed as:		<input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
	Name of Prime Contractor:		Civic Construction Associates
	Prime Contractor Telephone Number:		805-551-1006
	Prime Contractor Representative:		Dr. Timothy Hall
Total Contract Amount:		\$895,000.00	
Signage Portion Contract Amount:		\$55,000.00	

CONTRACTOR EXPERIENCE

CONTRACTOR EXPERIENCE PROJECT #2	Project Title: LAKE PIRU MODULAR BUILDING	
	Start Date & Substantial Completion Date:	May 2018 August 2018
	Type of Work: Electrical Lights, Block walls, Structural Building footing, excavation, grading, Monument Sign, sewer, Asphalt, Striping, Electrical Panel and Demolition, Landscaping	
	Airport/Facility Name: United Water Conservation District- Lake Piru Dam	
	Sponsor (Owner) Name: United Water Conservation District	
	Sponsor Address: 106 eighth Street	
	Sponsor City, State, Zip Santa Paula, CA 93060	
	Sponsor Telephone Number: 805-535-5746	
	Sponsor Representative: Adrian Quiroz	
	Company/Firm that performed the Work: Civic Construction Associates	
	Work performed as:	<input checked="" type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor
	Name of Prime Contractor: Civic Construction Associates	
	Prime Contractor Telephone Number: 805-551-1006	
	Prime Contractor Representative: Timothy Hall	
	Total Contract Amount: \$396,000	
Signage Portion Contract Amount: \$45,000		

NOTE: Failure to complete all portions of this form may render the Bidder's Bid as non-responsive and subject to rejection.


Signature

10/25/2018
Date

Timothy L. Hall
Name and Title of Signing Officer

Civic Construction Associates
Company Name

801 Walker Avenue, Camarillo, CA 93010
Business Address

805-551-1006 805-482-7009
Telephone Fax

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the President/CEO of Civic Construction Associates the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on October 25, 2018 [Date],
at Camarillo [City], California [State].

A handwritten signature in black ink, appearing to be 'J. M. [unclear]', written over a horizontal line.

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**CITY OF LONG BEACH
CERTIFICATION OF SITE EXAMINATION**

Each Bidder shall fully inform itself of the conditions relating to the Work and the employment of labor on the Work. Failure to do so will not relieve the Contractor of the obligation to furnish all materials and labor necessary to comply with the Contract Documents.

Each Bidder shall examine the Work site. Bidders shall attend a mandatory pre-bid inspection, conducted by the City, as specified in the Notice Inviting Bids. Failure to attend the mandatory pre-bid inspection shall be cause for the City to reject the Bid.

I certify that I have examined the site and the Bid is complete. On behalf of the Contractor, I certify that the Contractor will not submit a claim based on failure to examine the site thoroughly.

10/5/2018 and 10/21/2018
Date of Site Examination

Civic Construction Associates
Contractor

Dr. Timothy Lloyd Hall
Printed Name of Contractor's Representative


Signature of Representative

10/25/2018
Date

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies:

a. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200

The contract agreement that ultimately results from this solicitation is a "covered transaction" as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction".

b. Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C

The successful bidder by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction" must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

Reference

Title 2 CFR Part 180 (Subpart C)

Title 2 CFR Part 1200

DOT Order 4200.5 DOT Suspension & Debarment Procedures & Ineligibility

Revised

5/14/13

Dr. Timothy Lloyd Hall

-CEO/President

(Name and Title of Signer)


Signature

October 25, 2018

Date

Company Name Civic Construction Associates

Business Address 801 Walker Avenue
Camarillo, CA 93010

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

Section 1. CONTRACTOR/VENDOR INFORMATION

Name: Civic Construction Associates Federal Tax ID No.: [REDACTED]
Address: 801 Walker Avenue
City: Camarillo, State: CA ZIP: 93010
Contact Person: Dr. Timothy Hall Telephone: 805-551-1006
Email: ccalc123@yahoo.com Fax: 805.482.7009

Section 2. COMPLIANCE QUESTIONS

- A. The EBO is Inapplicable to this Contract because the Contractor/Vendor has no employees. Yes xx No
- B. Does your company provide (or make available at the employees' expense) any employee benefits? Yes xx No Fringe benefits per Prevailing wage only
(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?
 Yes No
- D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
 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
(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:

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

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

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

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

_____ Yes _____ No

Section 4. REQUIRED DOCUMENTATION

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

Section 5. CERTIFICATION

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

Executed this 25th day of October, 2018, at Camarillo, CA

Name: Timothy Hall

Signature: 

Title: President/CEO

Federal Tax ID No.: 

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, 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: Timothy Hall Title: CEO/President
Signature:  Date: 10/25/2018
Business Entity Name: Civic Construction Associates

EXHIBIT “B”

**Workers’
Compensation
Certification**

WORKERS' COMPENSATION CERTIFICATION

In accordance with California Labor Code Sections 1860 and 3700, I certify that I am aware of the provisions of Section 3700 which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with said provisions before commencing the performance of the Work of this contract.

Contractor's Name:

Civic Construction Associates

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

A handwritten signature in black ink, appearing to be "John D. [unclear]", is written over a horizontal line.

Title: CEO/President

Date: 10/25/2018

EXHIBIT “C”

Information Sheet

INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

- 1) Workers' Compensation Insurance:
 - A. Policy Number: SEE ATTACHED FLA00907000
 - B. Name of Insurer (NOT Broker): _____
 - C. Address of Insurer: Falls Lake Fire
 - D. Telephone Number of Insurer: _____
- 2) For vehicles owned by Contractor and used in performing work under this Contract:
 - A. VIN (Vehicle Identification Number): _____
 - B. Automobile Liability Insurance Policy Number: SEE ATTACHED
 - C. Name of Insurer (NOT Broker): _____
 - D. Address of Insurer: _____
 - E. Telephone Number of Insurer: _____
- 3) Address of Property used to house workers on this Contract, if any: _____

- 4) Estimated total number of workers to be employed on this Contract: 12
- 5) Estimated total wages to be paid those workers: \$92,000
- 6) Dates (or schedule) when those wages will be paid: Weekly

(Describe schedule: For example, weekly or every other week or monthly)
- 7) Estimated total number of independent contractors to be used on this Contract: 1

- 8) Taxpayer's Identification Number: [REDACTED]

EXHIBIT "D"

Subcontractor(s) list

LIST OF SUBCONTRACTORS

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

Name	<u>Sav on Signs</u>	Type of Work	<u>Monument Signs</u>
Address	<u>3929 Anaheim St</u>	<u>WBE, SBE and HUD Certified</u>	
City	<u>Long Beach, CA 90804</u>	Dollar Value of Subcontract	<u>\$ 65,000</u>
Phone No.	<u>877-493-5065</u>		
License No.	<u>741289</u>	DIR Registration No.	<u>1000002568</u>
Name	<u>Genesis</u>	Type of Work	<u>Electrical</u>
Address	<u>3600 Harbor</u>		
City	<u>Oxnard</u>	Dollar Value of Subcontract	<u>\$ 82,000</u>
Phone No.			
License No.	<u>902372</u>	DIR Registration No.	<u>100001112</u>
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.		DIR Registration No.	
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.		DIR Registration No.	
Name		Type of Work	
Address			
City		Dollar Value of Subcontract	<u>\$</u>
Phone No.			
License No.		DIR Registration No.	

APPENDIX “A”

BOE-400-DP (FRONT) REV 2 (8-05)
**APPLICATION FOR
USE TAX DIRECT PAYMENT PERMIT**

STATE OF CALIFORNIA
BOARD OF EQUALIZATION

Please type or print clearly. Read instructions on reverse before completing this form.

SECTION I - BUSINESS INFORMATION

NAME OF BUSINESS OR GOVERNMENTAL ENTITY	SALES/USE TAX PERMIT NUMBER
BUSINESS ADDRESS (street)	CONSUMER USE TAX ACCOUNT NUMBER
CITY, STATE, & ZIP CODE	If applicant is applying for either a sales/use tax permit or a consumer use tax account in addition to a use tax direct payment permit check here <input type="checkbox"/>
MAILING ADDRESS (street address or po box if different from business address)	
CITY, STATE, & ZIP CODE	NAME UNDER WHICH BUSINESS IS TO BE TRANSACTED IF DIFFERENT THAN ABOVE

SECTION II - MULTIPLE BUSINESS LOCATIONS

LIST BELOW THE BUSINESS AND MAILING ADDRESSES OF ALL LOCATIONS WHERE PROPERTY PURCHASED UNDER A
USE TAX DIRECT PAYMENT CERTIFICATE WILL BE USED. IF ADDITIONAL SPACE IS NEEDED, ATTACH A SEPARATE SHEET

1. BUSINESS ADDRESS	4. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
2. BUSINESS ADDRESS	5. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS
3. BUSINESS ADDRESS	6. BUSINESS ADDRESS
MAILING ADDRESS	MAILING ADDRESS

SECTION III - CERTIFICATION STATEMENT

I hereby certify that I qualify for a Use Tax Direct Payment Permit for the following reason: *(Please check one of the following)*

☐ I have purchased or leased for my own use tangible personal property subject to use tax at a cost of five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding this application for the permit. I have attached a "Statement of Cash Flows" or other comparable financial statements acceptable to the Board for the calendar year immediately preceding the date of application and a separate statement attesting that the qualifying purchases were purchases that were subject to use tax.

☐ I am a county, city, city and county, or redevelopment agency.

I also agree to self-assess and pay directly to the Board of Equalization any use tax liability incurred pursuant to my use of a Use Tax Direct Payment Permit.

*The above statements are hereby certified to be correct to the knowledge and belief
of the undersigned, who is duly authorized to sign this application.*

SIGNATURE	TITLE
NAME (typed or printed)	DATE

(See reverse side for general information and filing instructions)

USE TAX DIRECT PAYMENT PERMIT
(General Information and Filing Instructions)

Revenue and Taxation Code section 7051.3 authorizes the State Board of Equalization to issue a *Use Tax Direct Payment Permit* to qualified applicants. This permit allows purchasers and lessees of tangible personal property (other than lessees of motor vehicles the lease of which is subject to the terms of section 7205.1 of the Sales and Use Tax Law) to self-assess and pay use taxes directly to the Board instead of to the vendor or lessor from whom the property is purchased or leased.

Permit holders will be provided with a *Use Tax Direct Payment Exemption Certificate* which they can issue to retailers and lessors when they purchase tangible personal property subject to use tax or make qualified leases of tangible personal property. Vendors who timely take the certificate in good faith from a permit holder are relieved of the duty to collect use taxes on the sales for which the certificate was issued. Permit holders who acquire property under a certificate must self-assess and report the use taxes directly to the Board on their tax returns, and allocate the local taxes to the county, city, city and county, or redevelopment agency in which the property is first used. Permit holders who fail to properly pay any use taxes that are due on property for which a certificate was given are subject to interest and penalties assessments in addition to their tax liability.

To qualify for a *Use Tax Direct Payment Permit*, an applicant must meet the following conditions:

- (1) The applicant must agree to self-assess and pay directly to the Board any use tax which is due on property for which a use tax direct payment exemption certificate was given; and
- (2) The applicant must certify to the Board either of the following:
 - (A) The applicant has purchased or leased for its own use tangible personal property subject to use tax which cost five hundred thousand dollars (\$500,000) or more in the aggregate, during the calendar year immediately preceding the application for the permit; or
 - (B) The applicant is a county, city, city and county, or redevelopment agency.

Persons wishing to obtain a use tax direct payment permit must be pre-qualified and either hold a California seller's permit or a consumer use tax account.

Persons other than governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under conditions of Part (2)(A) above, and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Persons other than governmental entities who are not required to hold a seller's permit and who do not currently hold a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(A) above and submit a "Statement of Cash Flows" or other comparable financial statements acceptable to the board for the calendar year immediately preceding the date of application which discloses total purchases of property and equipment for own use and a separate statement under company letterhead certifying that five hundred thousand dollars (\$500,000) or more of such purchases were subject to use tax.

Governmental entities who currently hold either a California seller's permit or a consumer use tax account must complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

Governmental entities who do not hold a California seller's permit or a consumer use tax account must obtain a consumer use tax account and then complete the application for a *Use Tax Direct Payment Permit*, sign the certification statement attesting that they qualify for a permit under the conditions of Part (2)(B) above, and submit an additional statement to that effect under official letterhead and signed by an authorized governmental representative.

The completed *Application for Use Tax Direct Payment Permit*, certification statement, and qualifying documentation should be returned to the address shown below. Upon determination that the applicant qualifies, a *Use Tax Direct Payment Permit* and a *Use Tax Direct Payment Exemption Certificate* will be mailed to the applicant.

If you would like additional information regarding the *Use Tax Direct Payment Permit* or need assistance in completing this application, you can call 916-445-5167, or write to the Board of Equalization, Compliance Policy Unit, P.O. Box 942879, Sacramento, CA 94279-0040.

Payment Bond
No. _____

**PAYMENT BOND
(Labor and Material Bond)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **CIVIC CONSTRUCTION ASSOCIATES, a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Long Beach Airport Monument Sign at the Long Beach Airport**, as described in Specification R-7133, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with the Obligee for the performance of the Work, which Contract and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, by the terms of said Contract Documents, as well as Civil Code Sections 9550 and 9554, Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor, materials or services used or reasonably required for use in the performance of the Work of the Project;

NOW THEREFORE, we the undersigned Contractor, as Principal, and _____ admitted as a surety insurer in the State of California ("Surety"), are held and firmly bound to the City for payment of the penal sum of **Three Hundred Ninety Thousand Dollars (\$390,000)** lawful money of the United States, for which payment we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, shall fail to pay any of the persons named in Civil Code Section 9100 ("Claimants"), for all labor, materials or services used or reasonably required for use in performance of the Work of the Project, or for any amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such Claimant on the Project, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, that the surety or sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void.

If suit is brought upon this bond, the said Surety will pay reasonable attorney's fees to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 9100 so as to give a right of action to such persons or the assigns in any suit brought upon this bond.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the _____ day of _____, 2018.

_____	CIVIC CONSTRUCTION ASSOCIATES, a California corporation
Surety Name	
By: _____	By: _____
Signature	Signature
Name: _____	Name: _____
Printed Name	Printed Name
Title: _____	Title: _____
Address: _____	By: _____
Telephone: _____	Signature
	Name: _____
	Printed Name
	Title: _____

Attorney-in-Fact	

Signature	

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

_____, 2018	_____, 2018
Approved as to form.	Approved as to sufficiency.
CHARLES PARKIN, City Attorney	CITY OF LONG BEACH, a municipal corporation
By: _____	By: _____
Deputy City Attorney	City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.
2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.

**PERFORMANCE BOND
(Bond for Faithful Performance)**

WHEREAS, The CITY OF LONG BEACH, a municipal corporation of the State of California, hereinafter the "City" or "Obligee," have conditionally awarded to CIVIC CONSTRUCTION ASSOCIATES, a California corporation designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: Long Beach Airport Monument Sign at the Long Beach Airport, as described in Specification No.: R-7133, Addenda/Addendum and related drawings.

WHEREAS, the Principal is about to enter into a Contract with Obligee for performance of the Work, which Contract, and all Contract Documents set forth therein are incorporated herein by this reference.

WHEREAS, the Principal is required to furnish a bond guaranteeing the prompt, full and faithful performance of its obligations under the Contract Documents concurrently with delivery to Obligee of the executed Contract.

NOW, THEREFORE, we the undersigned Contractor, as Principal, and _____, an admitted surety insurer in the State of California, as Surety, are held and firmly bound unto THE CITY OF LONG BEACH, a municipal corporation of the State of California (hereinafter the "City" or "Obligee") in the penal sum of Three Hundred Ninety Thousand Dollars (\$390,000) lawful money of the United States, for the payment of which sum, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

If the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as said Contract Documents may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, stop notices, costs, and fees of every description, whether imposed by law or equity, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, as they may be amended and supplemented including, but not limited to, its liability for liquidated damages for delay, all warranties or guarantees required thereunder and indemnity obligations; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

Whenever the Principal shall be, and is declared by the Obligee to be in default under the Contract, which shall include without limitation, any breach or default of the Contract Documents, then, after written notice from the Obligee to the Surety, as provided for below, the Surety shall either remedy the default or breach by the Principal or shall promptly and faithfully take charge of the Work of and complete the Work in accordance with the requirements of the Contract Documents with a contractor other than the Principal at its own expense and make available as work progresses sufficient funds to pay the cost of completion less the balance of the Contract price including other costs and damages for which the surety may be liable hereunder; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the Obligee.

Within fifteen (15) days of Obligee's written notice to the Surety of the failure of performance of the Contract by the Principal, it shall be the duty of the Surety to give to the Obligee an unequivocal notice in writing of the Surety's election to remedy the default(s) of the Principal promptly, or to arrange for performance of the Contract promptly by a Contractor other than the Principal, time being of essence to this Bond. In said Notice of Election, the Surety shall state the date of commencement of its cure or remedy of the Principal's default(s) or its performance of the Contract. The Surety's obligations for cure or remedy, include but are not limited to: correction of defective work and completion of the Contract, additional legal, design professional and delay costs arising from Surety's actions or failure to act; and liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Principal. The Surety shall give prompt written notice to the Obligee upon completion of the cure or remedy of the Principal's default(s) of its performance of the Construction Contract.

If the Surety does issue its Notice of Election and does not proceed to cure or remedy the Principal's default(s) of its performance of the Work with reasonable promptness, the Surety shall be deemed to be in default on this bond fifteen (15) days after receipt of a written notice from Obligee to the Surety demanding that the Surety perform its obligations under this Bond, and the Obligee shall be entitled to enforce any remedy available to Obligee.

The Surety and Principal, for value received, hereby stipulate and agree that no change, extension of time, modification, alteration or addition to the terms of the Contract or Contract Documents or to the Work to be performed thereunder shall in any way affect or release the Principal or Surety or their respective heirs, executors, administrators, successors and assigns from their obligations on this bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or Contract Documents, or to the Work. No premature payment by the City to the Principal shall release or exonerate the Surety, unless the Officer or Board of the City ordering the payment shall have actual notice at the time the order is made that the payment is in fact premature, and then only to the extent that such payment shall result in actual loss to the Surety, but in no event more than the amount of such premature payment.

FURTHER, Principal and Surety agree that if Obligor is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligor's reasonable attorneys' fees incurred, with or without suit, in addition to the above penal sum.

The guarantees contained herein shall survive the final completion of the Work called for in the Contract Documents with respect to the obligations and liabilities of the Principal which survive such final completion.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above-named, on the _____ day of _____, 2018.

_____ Surety Name	CIVIC CONSTRUCTION ASSOCIATES, a California corporation
By: _____ Signature	By: _____ Signature -
Name: _____ Printed Name	Name: _____ Printed Name
Title: _____	Title: _____
Address: _____	
Telephone: _____	By: _____ Signature
	Name: _____ Printed Name
_____ Attorney-in-Fact	Title: _____
_____ Signature	

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

_____, 2018 _____, 2018

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: _____
Deputy City Attorney

By: _____
City Manager/City Engineer

NOTE:

1. Execution of this bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and Notary's certificate of each acknowledgment must be attached.

2. A corporation must execute this bond by duly authorized officers or agents, and a certified copy of a resolution of its Board of Directors authorizing such execution, or other evidence of authority for such execution, must be attached if executed by persons other than the officers listed in Section 313, California Corporations Code.