

35487

1. SCOPE OF WORK. Contractor shall furnish all necessary labor, supervision, tools, materials, supplies, appliances, equipment and transportation for the work described in Project Plans and Specifications Nos. R-7147 and R-7148 for Junipero and Granada Beach Concession Renovations and Site Improvements in the City of Long Beach, California, said work to be performed according to the Contract Documents identified below. However, this Contract is intended to provide to City complete and finished work and, to that end, Contractor shall do everything necessary to complete the work, whether or not specifically described in the Contract Documents.

A. City shall pay to Contractor the amount(s) for materials and

1 work identified in Contractor's Bid for Junipero and Granada Beach Concession  
2 Renovations and Site Improvements in the City of Long Beach, California, attached  
3 hereto as Exhibit "A"; provided, however, that the total compensation to Contractor  
4 shall not exceed the maximum cumulative amount of Three Million Three Hundred  
5 Eleven Thousand Three Hundred Seventy-Nine Dollars (\$3,311,379) for the  
6 estimated quantities established in the Bid, subject to additions or deductions as  
7 provided in the Contract Documents.

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

12 3. CONTRACT DOCUMENTS.

13 A. The Contract Documents include: The Notice Inviting Bids,  
14 Project Specifications Nos. R-7147 and R-7148 (which may include by reference  
15 the Standard Specifications for Public Works Construction, latest edition, and any  
16 supplements thereto, collectively the "Standard Specifications"); the City of Long  
17 Beach Standard Plans; Project Drawing Nos. B-4756 and B-4757 for this work; the  
18 California Code of Regulations; the various Uniform Codes applicable to trades; the  
19 prevailing wage rates; Instructions to Bidders; the Bid; the bid security; the City of  
20 Long Beach Disadvantaged, Minority and Women-Owned Business Enterprise  
21 Program; the Citywide Project Labor Agreement; this Contract and all documents  
22 attached hereto or referenced herein including but not limited to insurance; Bond for  
23 Faithful Performance; Payment Bond; Notice to Proceed; Notice of Completion; any  
24 addenda or change orders issued in accordance with the Standard Specifications;  
25 any permits required and issued for the work; approved final design drawings and  
26 documents; the Information Sheet; and the Letter of Assent ("Contract Documents").  
27 These Contract Documents are incorporated herein by the above reference and  
28 form a part of this Contract.

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

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

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

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

27 7. CLAIMS FOR EXTRA WORK. No claim shall be made at any time  
28 upon City by Contractor for and on account of any extra or additional work performed or

1 materials furnished, unless such extra or additional work or materials shall have been  
2 expressly required by the City Manager and the quantities and price thereof shall have  
3 been first agreed upon, in writing, by the parties hereto.

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

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

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

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

23 11. PREVAILING WAGE RATES. Contractor is directed to the prevailing  
24 wage rates. Contractor shall forfeit, as a penalty to the City, Two Hundred Dollars (\$200)  
25 for each laborer, worker or mechanic employed for each calendar day, or portion thereof,  
26 that such laborer, worker or mechanic is paid less than the prevailing wage rates for any  
27 work done by Contractor, or any subcontractor, under this Contract. Contractor will abide  
28 by the applicable apprenticeship requirements provided in the California Labor Code.

12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

13. NOTICES.

A. Any notice required hereunder shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid, to Contractor at the address first stated herein, and to the City at 411 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

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

14. BONDS. Contractor shall, simultaneously with the execution of this

Contract, execute and deliver to City a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the faithful performance of this Contract by Contractor, and a good and sufficient corporate surety bond, in the form attached hereto and in the amount specified therein, conditioned upon the payment of all labor and material claims incurred in connection with this Contract.

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

16. CERTIFIED PAYROLL RECORDS.

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

B. Upon completion of the work, Contractor shall submit to the City certified payroll records for Contractor and all subcontractors performing any portion of the work under this Contract. Certified payroll records for Contractor and all

1 subcontractors shall be maintained during the course of the work and shall be kept  
2 by Contractor for up to three (3) years after completion of the work.

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

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

15 18. CONTINUATION. Termination or expiration of this Contract shall not  
16 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
17 prior to termination or expiration of this Contract.

18 19. TAXES AND TAX REPORTING.

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

27 B. Contractor shall cooperate with City in all matters relating to  
28 taxation and the collection of taxes, particularly with respect to the self-accrual of

1 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
2 materials, equipment, supplies, or other tangible personal property totaling over  
3 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
4 submit to the appropriate governmental entity the form in Appendix "A" attached  
5 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
6 more, Contractor shall obtain a sub-permit from the California Department fo Tax  
7 and Fee Administration ("CFTA") for the Work site. "Qualified" means that the  
8 Contractor purchased at least \$500,000 in tangible personal property that was  
9 subject to sales or use tax in the previous calendar year.

10 C. Contractor shall create and operate a buying company, as  
11 defined in CFTA Regulation 1699, subpart (i), in City if Contractor will purchase over  
12 \$5,000,000 in tangible personal property subject to California sales and use tax.

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

28 E. Contractor shall not be entitled to and by signing this Contract



1 waives any claim or damages for delay against City if Contractor does not timely  
2 submit these forms to the appropriate governmental entity. Contractor may request  
3 a waiver to subsections B, C, and/or D. Waiver requests must be submitted in writing  
4 and will be subject to City review and approval. Contractor may contact the Financial  
5 Management Department, Budget Management Bureau at (562) 570-6425 for  
6 assistance with the form.

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

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

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

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

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

1 reference.

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

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

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

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

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

26           A.     During the performance of this Contract, the Contractor certifies  
27 and represents that the Contractor will comply with the EBO. The Contractor agrees  
28 to post the following statement in conspicuous places at its place of business

1 available to employees and applicants for employment:

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

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

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

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

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

21 30. PROJECT LABOR AGREEMENT. This Project is covered by a  
22 Citywide Project Labor Agreement ("PLA") entered into by the City of Long Beach with the  
23 Los Angeles/Orange Counties Building and Construction Trades Council and the signatory  
24 Craft Unions. The PLA contains a local hiring goal of 40%, calculated based on total hours  
25 worked. The local hire provision requires best efforts to utilize qualified workers residing  
26 in first tier zip codes (which include all of the City of Long Beach), then in second tier zip  
27 codes (which reflect the Gateway Cities), and finally in Los Angeles and Orange Counties.  
28 However, if Project work is funded in full or in part by State of California Tideland funds,

1 then the local hire provision requires best efforts to utilize qualified workers residing within  
2 the Counties of Los Angeles or Orange. Contractor shall complete and deliver to City the  
3 form ("Letter of Assent") attached hereto as Exhibit "E" and incorporated by reference, to  
4 comply with the PLA. Contractor agrees to work with the City and its selected Independent  
5 Jobs Coordinator to promote the local hiring goals and objectives of the PLA.

6           31. DEFAULT. Default shall include but not be limited to Contractor's  
7 failure to perform in accordance with the Plans and Specifications, failure to comply with  
8 any Contract Document, failure to pay any penalties, fines or charges assessed against  
9 Contractor by any public agency, failure to pay any charges or fees for services performed  
10 by the City, and if Contractor has substituted any security in lieu of retention, then default  
11 shall also include City's receipt of a stop notice. If default occurs and Contractor has  
12 substituted any security in lieu of retention, then in addition to City's other legal remedies,  
13 City shall have the right to draw on the security in accordance with Public Contract Code  
14 Section 22300 and without further notice to Contractor. If default occurs and Contractor  
15 has not substituted any security in lieu of retention, then City shall have all legal remedies  
16 available to it.

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OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
411 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

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

GENERAL CONSOLIDATED  
CONSTRUCTORS, INC., a California  
corporation

\_\_\_\_\_, 2020

By \_\_\_\_\_  
Name Robert McCoy  
Title President

\_\_\_\_\_, 2020

By \_\_\_\_\_  
Name Shirley McCoy  
Title CFO

"Contractor"

CITY OF LONG BEACH, a municipal  
corporation

March 3, 2020

By Rebecca L. Garner  
City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER

This Contract is approved as to form on March 2, <sup>2020</sup>~~2019~~.

CHARLES PARKIN, City Attorney

By \_\_\_\_\_  
Deputy

# **Exhibit A**

Contractor's Bid

Awarded: Base Bid

All Bid Addenda (2) Acknowledged via Planetbids

**BIDDER'S NAME:** General Consolidated Constructors, Inc.

**BID TO THE CITY OF LONG BEACH  
JUNIPERO & GRANADA BEACH CONCESSION RENOVATIONS & SITE  
IMPROVEMENTS**

In accordance with the Notice Inviting Bids for this Work in the City of Long Beach, California, to be submitted on November 5, 2019, 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-7147/R-7148 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.

The basis of comparison to determine the low bid is the total base bid of Junipero, Granada and Granada Water Play. If applicable, additive items will not be considered as part of the base bid. The City reserves the right, at its discretion, to proceed or not proceed with none, one or more than one additive bid items if applicable.

**JUNIPERO BUILDING, SITE IMPROVEMENTS & PLAY ELEMENTS B-4756 (J1)**

**BASE BID SECTION 1**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
1.	Division H and Division 01 - General Requirements	1	LS	90,960
2.	Division 02 – Existing Conditions	1	LS	20,400
3.	Division 03 – Concrete	1	LS	114,120
4.	Division 04 - Masonry	1	LS	16,200
5.	Division 05 – Metals	1	LS	87,600
6.	Division 06 – Wood, Plastics and Composites	1	LS	3,000
7.	Division 07 – Thermal and Moisture Protection	1	LS	13,800
8.	Division 08 – Openings	1	LS	18,000
9.	Division 09 – Finishes	1	LS	36,000
10.	Division 10 – Specialties	1	LS	80,400
11.	Division 11 – Equipment	1	LS	462,000
12.	Division 12 – Furnishings	1	LS	21,600
13.	Division 13 – Special Construction	1	LS	51,600
14.	Division 26 – Electrical	1	LS	30,000
15.	Division 31 - Earthwork	1	LS	30,300
16.	Division 32 – Exterior Improvements	1	LS	327,960
17.	Division 33 – Utilities	1	LS	9,000

**TOTAL AMOUNT JUNIPERO (J1) BASE BID:** \$ 1,412,940

**GRANADA BUILDING AND SITE IMPROVEMENTS B-4757 (G1)****BASE BID SECTION 2**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
18.	Division H and Division 01 - General Requirements	1	LS	90,960
19.	Division 02 – Existing Conditions	1	LS	26,400
20.	Division 03 – Concrete	1	LS	70,200
21.	Division 04 - Masonry	1	LS	16,200
22.	Division 05 – Metals	1	LS	57,000
23.	Division 06 – Wood, Plastics and Composites	1	LS	9,000
24.	Division 07 – Thermal and Moisture Protection	1	LS	43,560
25.	Division 08 – Openings	1	LS	9,000
26.	Division 09 – Finishes	1	LS	36,000
27.	Division 10 – Specialties	1	LS	80,400
28.	Division 11 – Equipment	1	LS	12,000
29.	Division 12 – Furnishings	1	LS	33,600
30.	Division 13 – Special Construction	1	LS	51,600
31.	Division 26 – Electrical	1	LS	60,000
32.	Division 31 - Earthwork	1	LS	14,400
33.	Division 32 – Exterior Improvements	1	LS	239,400
34.	Division 33 – Utilities	1	LS	27,960

**TOTAL AMOUNT GRANADA (G1) BASE BID:** \$ 877,680.00

**GRANADA WATER PLAY ELEMENTS B-4757 (G2)****BASE BID SECTION 3**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
35.	Water Play Drawing Sheets	1	LS	564,840

**TOTAL AMOUNT GRANADA WATER PLAY (G2) BASE BID:** \$ 564,840.00



**MOBILIZATION/DEMOBILIZATION  
BASE BID SECTION 4**

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	ITEM TOTAL (IN FIGURES)
36.	Mobilization/Demobilization – cannot exceed 1.5% of Bid items (1-35: Base Bid Sections 1 -3)	1	LS	24,000

**TOTAL AMOUNT MOBILIZATION/DEMOBILIZATION  
BASE BID:** \$ 24,000.00

**BASE BID TOTALS**

**TOTAL AMOUNT JUNIPERO (J1) BASE BID:** \$ 1,412,940.00

**TOTAL AMOUNT GRANADA (G1) BASE BID:** \$ 877,680.00

**TOTAL AMOUNT GRANADA WATER PLAY (G2) BASE BID:** \$ 564,840.00

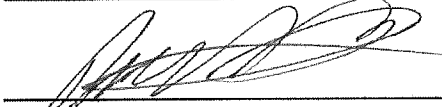
**TOTAL AMOUNT MOBILIZATION/DEMOBILIZATION BID (Cannot exceed 1.5% of J1 + G1 + G2 or Line Items 1-35):** \$ 24,000.00

**GRAND TOTAL OF ALL LINE ITEMS (BASE BID):** \$ 2,879,460.00

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 using the approved "Schedule of Values" of the executed contract.

**DO NOT SUBMIT THIS FORM AS YOUR BID. BIDS ARE TO BE SUBMITTED ELECTRONICALLY AS DESCRIBED IN DIVISION B.**

**BIDDER INFORMATION / SIGNATURE**

  
Signature\*\*

General Consolidated Constructors, Inc.  
Legal Name of Company

Robert McCoy, President/Secretary  
Print Name / Title

California  
State of Incorporation

Names of Other General Partners

Names of Other Partners

State Where Registered as LLC

City of Long Beach Business License  
Number

19800 Gustin Lane Perris, CA 92570

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

City of Long Beach Business License  
Expiration Date

951-734-3507 / 951-582-2052

Telephone Number / Fax Number

Address on City Business License

rob@gcc-inc.us

Email Address of Individual to Contact

562287

Contractor's License Number

1000009638

DIR Registration Number

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\_\_\_\_\_ 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.

(Continued on Next Page)

The following information will be used for statistical analysis only.

Is the Bidder a Disadvantaged Business (DBE)?        If yes, certification No.       

Is the Bidder a Minority-Owned Business?        Which racial minority?       

Is the Bidder a Women-Owned Business?       

Is the Bidder a certified Small Business?   ✓   If yes, certification No.   7169  

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

Planet Bids Vendor Portal.

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**JUNIPERO & GRANADA BEACH CONCESSION  
RENOVATIONS & SITE IMPROVEMENTS  
BIDDER'S QUALIFICATIONS FORM**

**1. ORGANIZATION**

- 1.1 How many years has your organization been in business as a licensed Contractor? 30
- 1.2 How many years has your organization been in business under its present name? 30
- 1.2.1 Under what other names has your organization operated? N/A
- 1.3 If your organization is a corporation, answer the following:
- 1.3.1 Date of incorporation: 03/27/1989
- 1.3.2 State of incorporation: California
- 1.3.3 Corporate ID number: C1451024
- 1.3.4 President's name: Robert McCoy
- 1.3.5 Agent for Service of Process: Rober V. McCoy JR
- 1.4 If your organization is a partnership, answer the following:
- 1.4.1 Date of organization: \_\_\_\_\_
- 1.4.2 Type of partnership (if applicable): \_\_\_\_\_
- 1.4.3 Name(s) of general partner(s): \_\_\_\_\_
- 1.5 If your organization is individually owned, answer the following:
- 1.5.1 Date of organization: \_\_\_\_\_
- 1.5.1 Name of owner: \_\_\_\_\_

**2. LICENSING**

- 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers, if applicable.

California - CSLB 562287 A, B & C-8

\_\_\_\_\_

2.2 In the last 10 years, has your contractor's license been revoked at any time? NO

3. **FINANCIAL RESOURCES**

3.1 In the past five years, has a bonding company completed a contract on your behalf, or paid for completion because your firm was terminated or found in default? No

4. **EXPERIENCE**

4.1 List classifications of work your organization typically performs with its own forces.  
Carpentry, Earthwork, Masonry, Plumbing, Painting, Metal Fabrication.

4.2 Claims and Suits (If the answer to any of the questions below is yes, please attach specifics.)

4.2.1 Has your organization ever failed to complete any work awarded to it? No

4.2.2 Are there any judgments, claims, suits or arbitration proceedings pending against your organization or its officers within the last five (5) years, or such actions related to labor compliance, prevailing wages, or the Department of Industrial Relations within said period?  
No

4.2.3 Has your organization filed any law suits or requested arbitration related to construction within the last five (5) years? No

4.3 Has your firm, or any firm with which any of your company's owners, officers, partners, or employees was associated, been debarred from bidding on, accepting, or performing any government agency or public works project(s), either as a prime contractor or subcontractor? No

4.4 On a separate sheet, list major construction projects your organization has in progress. Indicate name of the project, project description, Contract amount, owner, architect/engineer, percent complete and scheduled completion.

SEE ATTACHED

4.4.1 Indicate total value of work in progress and under Contract: \$439,029.63

4.5 On a separate sheet, list all projects your organization has completed in the past five years. Indicate name of project, project description, Contract amount, owner, owner's phone number, project manager, completion date, and percentage of the cost of the work performed with your own forces. ('None', 'N/A' or its equivalent is not an acceptable response and will be a basis for disqualifying your bid as non-responsive.)

SEE ATTACHED



Lic. #562287

19800 GUSTIN LANE  
PERRIS, CALIFORNIA 92570

TEL.: 951-734-3507  
FAX: 951-582-2052

## **GCC – PROJECT IN PROGRESS:**

Project Name: Desi House Project  
Project Description: Site Work and Restroom Building addition, Landscape, Hardscape, Electrical and Storm Drain.  
Contract Amount: \$3,390,840.40  
Owner: Jurupa Community Services District  
Architect: Architerra Design Group/Allen Pan (909) 484-2802  
Percent Complete: 50%  
Scheduled Completion Time: January 2020

Project Name: Cattle, Oak Ridge & Litel ES Alteration Project  
Project Description: Asphalt Paving, Irrigation & Landscape, Chain-link fence & Gates.  
Contract Amount: \$562,188.00  
Owner: Chino Valley Unified School District  
Architect: WLC Architects  
Percent Complete: 40%  
Scheduled Completion Time: December 31, 2019



Lic. #562287

19800 GUSTIN LANE  
PERRIS, CALIFORNIA 92570

TEL.: 951-734-3507  
FAX: 951-582-2052

## **GCC – COMPLETED PUBLIC WORKS PROJECTS:**

Project Name: Bid #08-02.02.18 Science Labs / Torrance, CA - Fern Elementary, Hickory Elementary, Riviera Elementary, Towers Elementary, Wood Elementary  
Owner: Torrance Unified School District – 2335 Plaza Del Amo Torrance, CA 90501  
Owner Contact (Name and Current Phone #): Diana Kean 310-972-6215  
Owner Contact Email: [kean.diana@tusd.org](mailto:kean.diana@tusd.org)  
Architect or Engineer: HMC Architects  
Architect or Engineer Contact (Name and Current Phone #): Christopher Taylor - 909-989-9979  
Construction Manager: Balfour Beatty  
Construction Manager Contact (Name and Current Phone #): Ben King 951-907-7218  
Wolfgang Calderon 619-541-3801 / 818-321-9979 Construction Manager Contact Email: [wcalderon@balfourbeattyus.com](mailto:wcalderon@balfourbeattyus.com)  
Description of Project, Scope of Work Performed: Science Labs - Fern Elementary, Hickory Elementary, Riviera Elementary, Towers Elementary, Wood Elementary  
Total Value of Construction (including change orders): \$1,061,221.00  
Original Value of Construction: \$936,660  
Original Scheduled Completion Date: 06/15/2018  
Time Extensions Granted (# of Days): 60  
Actual Date of Completion: 08/15/2018  
GCC Self-Performed Percentage: 58%

Project Name: Portable Buildings & Site Improvement & Playground  
Improvements/Betsy Ross ES & Loara ES  
Location: 535 S. Walnut St. Anaheim, CA 92802 - 1601 W. Broadway, Anaheim CA  
92802  
Owner: Anaheim Elementary School District – 1001 S. East St. Anaheim, CA 92805  
Owner Contact (Name and Current Phone #): Lillie Wister 714-517-7550  
Owner Contact Email: [lwister@anaheimelementary.org](mailto:lwister@anaheimelementary.org)  
Architect or Engineer: Dougherty Architects  
Architect or Engineer Contact (Name and Current Phone #): Malcolm Edwards 714-640-  
8201  
Architect or Engineer Contact Email: [malcolm.edwards@perkinseastman.com](mailto:malcolm.edwards@perkinseastman.com)  
Construction Manager: Cumming Corporation  
Construction Manager Contact (Name and Current Phone #): Joel Shrader 562-754-8293  
Construction Manager Contact Email: [jshrader@ccorpusa.com](mailto:jshrader@ccorpusa.com)  
Description of Project, Scope of Work Performed: Portable Buildings & Site  
Improvement & Playground Improvements  
Total Value of Construction (including change orders): \$2,751,310.23  
Original Value of Construction: \$2,631,250  
Date of Completion: 11/30/2018  
GCC Self-Performed Percentage: 51%

Project Name: Cesar Chavez Elementary School  
Location: 6139 Lovelane St. Bell Gardens, CA 90201  
Owner: Montebello Unified School District– 123 S. Montebello Blvd. Montebello, CA  
90640  
Owner Contact (Name and Current Phone #): John Cota 323-887-7900 - 323-477-5947  
Owner Contact Email: [cota\\_john@montebello.k12.ca.us](mailto:cota_john@montebello.k12.ca.us)  
Architect or Engineer: Nyberg Architects  
Architect or Engineer Contact (Name and Current Phone #): Kevin Nyberg 949-305-  
0649  
Architect or Engineer Contact Email: [nybergarchitects@gmail.com](mailto:nybergarchitects@gmail.com)  
Description of Project, Scope of Work Performed: Site work for the new Head Start  
building, shade canopies and play structures.  
Total Value of Construction (including change orders): \$1,038,568.22  
Original Value of Construction: \$1,046,255  
Date of Completion: 08/21/2018  
GCC Self-Performed Percentage: 78%



Project Name: San Vicente Dam Raise Structural Steel Improvements, Specification 635  
Location: 12375 Moreno Avenue, Lakeside, CA 92040  
Owner: San Diego County Water Authority 4677 Overland Avenue, San Diego, CA 92123  
Owner Contact (Name and Current Phone #): Gary Olvera 760-535-37707  
Owner Contact Email: gOlvera@sdcwa.org  
Architect or Engineer: Beyaz & Patel  
Description of Project, Scope of Work Performed: Structural Steel Improvements, Stainless Steel Improvements and Miscellaneous Metal Work.  
Value of Construction: \$116,740.00  
Original Scheduled Completion Date: 06/20/2018  
Actual Date of Completion: 11/29/18  
GCC Self-Performed Percentage: 100%

Project Name: San Vicente Dam Raise Valve Operator Stands Improvements Project, Specification 649  
Location: 12375 Moreno Avenue, Lakeside, CA 92040  
Owner: San Diego County Water Authority 4677 Overland Avenue, San Diego, CA 92123  
Owner Contact (Name and Current Phone #): Gary Olvera 760-535-37707  
Owner Contact Email: gOlvera@sdcwa.org  
Architect or Engineer: Beyaz & Patel  
Description of Project, Dam Raise Valve Operator Stands Improvements.  
Value of Construction: \$59,870.00  
Original Scheduled Completion Date: 09/13/18  
GCC Self-Performed Percentage: 100%

Project Name: Structural Rehabilitation of Lower Acacia Reservoir  
Location: 1500 N. Acacia Ave. Fullerton, CA 92831  
Owner: City of Fullerton 303 West Commonwealth Ave. Fullerton, CA 92832  
Owner Contact (Name and Current Phone #): Tiffany Foo 714-738-6321  
Owner Contact Email: TFoo@cityoffulleton.com  
Architect or Engineer: Tetra Tech -- Eric Yuen 909-305-2951  
Description of Project: Installing waterproofing membrane and debris wall; replacing valves, stilling well features, and safety hardware; removing existing underdrain pipe and replacing with new; repairing reservoir cracks and spalling; extending staircase platform; disinfecting the reservoir; removing and installing curb and gutter, driveway, aggregate base and asphalt concrete.  
Value of Construction: \$1,358,405.18  
Original Scheduled Completion Date: 06/30/19  
GCC Self-Performed Percentage: 50%

Project Name: 164/01F Kennedy Elementary School Interim Housing  
Location: 45-100 Clinton Street Indio, CA 922201  
Owner: Desert Sands Unified School District 47-950 Dune Palms Road, La Quinta, CA 922253  
Owner Contact (Name and Current Phone #): Patrick Cisneros 760-771-4220  
Owner Contact Email: [patrick.cisneros@desertsands.us](mailto:patrick.cisneros@desertsands.us)  
Architect: Ruhnau Clarke Architects 951-684-4664  
Description of Project: Moving of portable classrooms and restrooms to Kennedy Elementary School, replacement of finishes and equipment in portables, installation of utilities and site work, demolition.  
Value of Construction: \$1,850,000.00  
Original Scheduled Completion Date: 09/27/19  
GCC Self-Performed Percentage: 57%

Project Name: Office Remodel  
Owner: Castaic Lake Water Agency  
Owner Contact (Name and Current Phone #): Jim Wiherer 661-297-1600  
Owner Contact Email: [jweiherer@clwa.org](mailto:jweiherer@clwa.org)  
Description of Project: Remodel of Offices  
Value of Construction: \$22,000.00  
Original Scheduled Completion Date: 1/2016  
GCC Self-Performed Percentage: 100%

Project Name: Chlorination Building  
Owner: Crescenta Valley Water District  
Owner Contact (Name and Current Phone #): Brook Yared 818-248-3925  
Owner Contact Email: [byared@cvwd.com](mailto:byared@cvwd.com)  
Description of Project: New Construction of a Concrete Building  
Value of Construction: \$173,000.00  
Original Scheduled Completion Date: 12/2016  
GCC Self-Performed Percentage: 100%

Project Name: Parking Lot Improvements  
Owner: Community Action Partnership San Luis Obispo  
Owner Contact (Name and Current Phone #): Tim Lloyd 805-544-4355  
Owner Contact Email: [tlloyd@capslo.org](mailto:tlloyd@capslo.org)  
Description of Project: Parking Lot Improvements/Slurry Seal  
Value of Construction: \$6,895.00  
Original Scheduled Completion Date: 10/2016  
GCC Self-Performed Percentage: 100%

Project Name: Administration Remodel

Owner: Western University

Owner Contact (Name and Current Phone #): Todd Clark 909-623-6116

Owner Contact Email: tclark@westernu.edu

Description of Project: New Paint, New Carpet, Ceiling Repair, and New Cabinets

Value of Construction: \$56,000.00

Original Scheduled Completion Date: 6/2016

GCC Self-Performed Percentage: 100%

Project Name: Roof Repair

Owner: Moulton Niguel Water District

Owner Contact (Name and Current Phone #): Larry Ballew 949-831-2500

Owner Contact Email: lballew@mnwd.com

Description of Project: Replace and repair of roof area

Value of Construction: \$46,950.00,

Original Scheduled Completion Date: 6/2016

GCC Self-Performed Percentage: 100%

- 4.5.1 Indicate average annual value of construction work performed during the past five years:

\$4,450,000.00

**5. MINIMUM QUALIFICATIONS**

- 5.1 The minimum acceptable experience to be qualified for this project is as follows:

- 5.1.1 The Contractor, as a Prime Contractor for a public agency, must have completed at least 4 (four) projects of similar scope to this project within the last three calendar years (from the date of the bid opening). Similar scope is defined as the work description in Division A – Notice Inviting Bids. The contractor must have completed and oversaw work similar in nature. Additionally, the Site Superintendent and/or Construction Project Manager proposed for this project must have construction experience with work described in Division A – Notice Inviting Bids. If awarded the bid, the City along with checking references will also require a resume that shows the proposed Site Superintendent and/or Construction Project Manager previous work experience.

- 5.2 List project(s) to satisfy minimum qualifications noted above. 'None', 'N/A' or its equivalent is not an acceptable response and will be a basis for disqualifying your bid as non-responsive.:

Project Name: Structural Rehabilitation of Lower Acacia Reservoir  
Agency/Owner: City of Fullerton  
Project Manager: Tiffany Foo, P.E.  
Phone Number: 714-738-6321  
Contract Amount: 1,358,408.18  
Scope of Work: Installation of waterproofing membrane, replacing valves, stilling well features, removing existing underdrain pipe  
repairing reservoir crack and spalling, extending staircase platform, disinfecting the reservoir

Name of Project: Portable Buildings & Site Improvements  
Agency/Owner: Anaheim Elementary Unified School District  
Project Manager: Joel Shrader  
Phone Number: 562-754-8293  
Contract Amount: 2,751,310.23  
Scope of Work: Portable Buildings & Site Improvements at multiable Schools and  
Playground Improvements

Name of Project: Cesar Chavez Elementary School New Headstart Building & Shade Structure & Site Improvements  
Agency/Owner: Montebello Unified School District  
Project Manager: John Cota  
Phone Number: 323-887-7900  
Contract Amount: 1,046,255.00  
Scope of Work: Site Work for new Head Start Building, installation of a structural steel Shade Structure  
Installation of new sewer line.

- 4.5.1 Indicate average annual value of construction work performed during the past five years:

\$4,450,000.00

**5. MINIMUM QUALIFICATIONS**

- 5.1 The minimum acceptable experience to be qualified for this project is as follows:

- 5.1.1 The Contractor, as a Prime Contractor for a public agency, must have completed at least 4 (four) projects of similar scope to this project within the last three calendar years (from the date of the bid opening). Similar scope is defined as the work description in Division A – Notice Inviting Bids. The contractor must have completed and oversaw work similar in nature. Additionally, the Site Superintendent and/or Construction Project Manager proposed for this project must have construction experience with work described in Division A – Notice Inviting Bids. If awarded the bid, the City along with checking references will also require a resume that shows the proposed Site Superintendent and/or Construction Project Manager previous work experience.

- 5.2 List project(s) to satisfy minimum qualifications noted above. 'None', 'N/A' or its equivalent is not an acceptable response and will be a basis for disqualifying your bid as non-responsive.:

Project Name: 164/01F Kennedy Elementary School Interim Housing  
Agency/Owner: Desert Sands Unified School District  
Project Manager: Patrick Cisneros  
Phone Number: 760-771-4220  
Contract Amount: 1,850,000  
Scope of Work: Moving portable classrooms and restrooms to Kennedy Elementary School  
replacement of finishes and equipment in portables installation of utilities and site work, demolition.

Name of Project: \_\_\_\_\_  
Agency/Owner: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

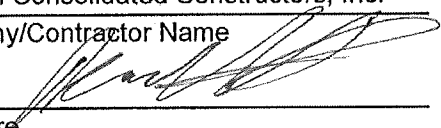
Name of Project: \_\_\_\_\_  
Agency/Owner: \_\_\_\_\_  
Project Manager: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this November day of 1st, 2019 at Perris, California by:

General Consolidated Constructors, Inc.

Company/Contractor Name

  
Signature

Robert McCoy

Signer's Name (print/type)

President/Secretary

Title (print/type)

**Jim McCoy    23538 Underwood Cir. Murrieta, CA 92562**

**Cell: 951-296-8967**

**Email: jimgccvp@gmail.com**

General Consolidated Constructors, Inc. *(Public Works & Industrial Contractor)*  
*General Superintendent / SR, Project Manager / Vice President - 1/16/06 to 9/19/2014 and 1/2/18 to Present*  
Solely responsible for the success of public works and industrial improvement projects ranging from \$50k to 1M. Duties include:  
Management of entire field operations, supervision of project managers and superintendents, development of project execution strategies, administration of company safety plan, preparation of schedules, SOVs, budgets, subcontracts, work orders, monthly billings, as-built information, job cost tracking, claim preparation, interpret specifications to resolve conflicts, preparation of close out documentation and negotiation of fixed change orders.

Cora Constructors, Inc. *(Public Works Contractor)*  
*Sr. Project Manager / Vice President - 10/01/14 to 12/29/17*  
Currently managing projects ranging from \$50k to 1.5M. Projects include sewer lift station rehabilitations, water treatment plants, Rochester pump stations, underground utilities and standby power plants. Duties include all aspects of project management from pre-construction through closeout as well as management of field personnel and cost estimating.

JBH Structural Concrete, Inc. *(Public Works Concrete Contractor)*  
*Project Manager- 6/01/02 to 1/15/06*  
Responsible for the management of public works projects ranging from 1m to 3m. Duties include: project buyout, preparation and tracking of submittals and RFI's, schedule preparation, subcontractor coordination, liaison with Construction Manager, cost control, as well as change order preparation, tracking and negotiation.

Trimax Construction Corp. *(Public Works Contractor)*  
*Project Superintendent- 1/10/00 to 6/01/02*  
Supervised projects ranging from \$50k to 2m. Duties include: Managing of subcontractors and field personnel, project organization, schedule adherence, RFI preparation, quality control, cost management and problem solving.

McThorp Construction *(Public Works & Commercial Contractor)*  
*Owner- 1/01/92 to 1/10/00*  
As owner of a small company I completed projects ranging from 100k to 500k by performing most trades in house with limited sub-contractors. I personally performed the duties of estimator, project manager, project supervisor and tradesman.

#### **SKILLS:**

Excellent written and oral communication skills, Proficient with Microsoft Office, Microsoft Project, expert plan reader, expert specification interpreter, excellent organization skills, self starter, independent worker, expert claims negotiator, proficient team manager.

#### **EDUCATION:**

Associate in Science Degree with Distinction in Construction Technology  
I currently hold a Class A & B California Contractors License #651820

**List of completed projects for JBH Structural Concrete**

<b>Owner</b>	<b>Description</b>	<b>Value</b>
Hemet Unified School District	<b>Jacob Wiens Elementary School</b> Construction of foundations and concrete site work for new elementary school	\$2,621,453
Metropolitan Water District	<b>Water + Life</b> Construction of building foundations for the anthropology and paleontology museum at the Dominguez Reservoir	\$1,293,730
Romoland School District	<b>McCall Mesa K8</b> Construction of foundations and concrete site work for new K-8 school	\$2,197,175
Chino Valley Unified School District	<b>Don Lugo High School</b> Construction of foundations for 3 buildings at an existing High School	\$1,142,000
Temecula Valley Unified School District	<b>Quinta De Lago Elementary School</b> Construction of foundations for 3 buildings at an existing elementary school	\$1,240,000
Irvine Unified School District	<b>Turtle Ridge Elementary School</b> Construction of foundations and concrete site work for new elementary school	\$2,868,000
Hemet Unified School District	<b>Cawston Elementary School</b> Construction of foundations and concrete site work for new elementary school	\$1,472,882
Dessert Sands Unified School District	<b>Country Club Elementary School</b> Construction of foundations and concrete site work for new elementary school	\$2,160,000
Dessert Sands Unified School District	<b>Calle Tampico Elementary School</b> Construction of foundations and concrete site work for new elementary school	\$2,093,756

**List of completed projects for General Consolidated Constructors**

Aleca Associates	<b>Visqueen Extrusion Tower</b> Construction of 40' steel tower within existing building and extension of roof structure	\$888,007
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Palm Springs Unified School District	Cathedral City High School Ground up construction of one restroom building	\$494,000
Metropolitan Transportation Authority (MTA)	Division 5 Remodel Remodel interior of customer service area and employee lounge	\$398,110
Flamemaster Inc	Plant Move Relocate entire manufacturing facility to a new building and install equipment	\$330,000
Economic Opportunity Commission	Migrant Head start Building Ground up construction of a daycare facility, associated site work and off site street improvements	\$1,605,032
Inglewood Unified School District	Inglewood Adult Ed Remodel Construct multiple classrooms and shop areas within an existing building	\$1,950,221
Riverside County	Southwest Detention Center Sewage grinder Construction of underground CIP vault and installation of in line sewage grinder	\$301,935
First Five	Nuveiw Dental Clinic Conversion of old fire station into A dental clinic	\$827,911
Hemet Unified School District	West Valley High School Construction of new baseball dugouts and batting cages	\$368,560
Acme Castings Inc	New facility Ground up construction of metal building rear and conventional construction front of new casting facility	\$668,731
Laguna Beach Unified School District	El Morrow Elementary School Ground up construction of new classroom building	\$624,220
Ontario Montclair School District	Exterior improvements to 4 schools ADA improvements and painting at various elementary schools	\$396,751
Mt San Antonio College	Athletic Storage Building Ground up Construction of new metal building	\$569,822

Rancho Santiago Community College District	<b>Remodel Gymnasium</b> Construction of new gym floor and construction of building addition with two new restrooms at Santa Ana College	\$1,298,288
Hemet Unified School District	<b>Cottonwood Elementary School</b> Construction of foundation and street improvements for a new library building	\$588,000
City of Seal Beach	<b>Seal Beach Police Dept Remodel</b> Remodel existing restrooms, locker rooms and kitchen	\$648,675
American Golf	<b>Sunset Hills Country Club Remodel</b> Remodel existing locker rooms and Shower area. Construction of steam room and exercise facility	\$501,112
Saddleback Valley Unified School District	<b>Valencia Elementary School Portables</b> Construct foundations and relocate 8 portable classroom buildings	\$619,000
John Bean Technologies	<b>Tenant Improvement</b> Improvements to newly leased building to facilitate a manufacturing operation	\$937,568
American Golf	<b>El Dorado Golf Course Kitchen</b> Construction of building addition and remodel of existing kitchen	\$457,261
Danco EN	<b>Tenant Improvement</b> Construction of building addition, dip tank room, chemical room and boiler room. Installation of tanks and mechanical piping for anodizing operation	\$1,176,760
<b>List of completed projects for Cora Constructors</b>		
Antelope Valley East Kern Water Agency Quartz Hill Water Treatment Plant	<b>Installation of CO2 Feed System</b> Installation of a carbon dioxide gas feed system and ancillary equipment, piping, instrumentation, conduit, electrical wiring, and a concrete tank foundation.	\$625,316
Jurupa Community Services District	<b>56<sup>th</sup> Street and Armstrong Road Booster Station Upgrades</b> Addition of diesel fueled, electric standby generators to both 56 <sup>th</sup> Street Booster Station and Armstrong Road Booster Station including associated electrical, telemetry, SCADA upgrades, automatic transfer switches, concrete foundations, pavement repair, gravel surface restoration, CMU walls and fencing.	\$823,000
Ontario Municipal Utilities Company	<b>Ontario PRS #21</b> construction of a Pressure Reducing Station along Euclid Ave in Ontario, including installation of an underground vault, piping, valves, SCADA system and an antenna tower.	\$371,711

Lake Morena's Oak Shores Water Company	<p><b>Nitrate Treatment Facility</b></p> <p>Remove existing well building and foundation, construction of a pre-engineered building and foundation, installation of an ion-exchange nitrate treatment system, installation of brine supply and waste tanks, miscellaneous piping, appurtenances, and site improvements.</p>	\$631,057
Golden State Water Company	<p><b>Garvey Well #3 and GAC</b></p> <p>Two individual contracts combined into one project</p> <p>GAC project consisted of furnishing and installing two granulated activated charcoal vessels and foundation; piping, valves, and appurtenances; electrical equipment including panels, circuit breakers and appurtenances at the Garvey Well No. 3 site.</p> <p>Well #3 project consisted of furnishing and installing a deep well pump, piping, well building, and appurtenances; chemical disinfection feed system including building, pumps, chemical tank, piping, static mixer, and appurtenances; electrical equipment including panels, circuit breakers, transformers, and appurtenances; demolition of an existing 20,000 gallon bolted steel tank, and grading, concrete paving, fencing, landscaping, and appurtenances.</p>	\$1,754,700
Los Angeles County Sanitation District	<p><b>Abalone Cove Pumping Plant Generator Installation</b></p> <p>Installation of a permanent emergency generator including concrete foundation and secondary containment; electrical connections; site improvements, including new masonry wall with fencing; grading, paving and landscaping; installation of a new Edison Preferred Emergency Switch and feed.</p>	\$563,700
Long Beach Water Department	<p><b>Rehabilitation of S-12 Pumping Station</b></p> <p>Remove and replacing five manholes in street and install gate valves on main and bypass inlets. Rehabilitate bypass wet well with the installation of two submersible pumps, one submersible sump pump, and associated piping and supports. Rehabilitate wet well including removal of existing wet well coating, repair existing concrete and rebar, and apply new coating. Furnish and install a wet well mixing system. Remove existing chemical storage tank, concrete containment area, and associated piping. Remove granular activated carbon system and all associated appurtenances. Install new odor control system including concrete foundation and connections to wet well. Modify main pump's suction and discharge piping. Rehabilitate pump station building interior and exterior. Upgrade existing electrical system with new MCC and new instrumentation.</p>	\$2,195,470

East Valley Water District	<b>Plant 134 Booster Station Upgrades and Getaway Piping</b> Booster Station upgrades consisted of installation of three vertical turbine pumps, supplied with 100-hp and 50-hp electric motors, discharge piping, fittings, pump control valves, isolation valves, miscellaneous pressure instruments, modifications to electrical panels, and integration into District's SCADA system.  Getaway Piping consisted of constructing 2,000 LF of 16-inch diameter DIP pipeline from the Plant 134 entrance to the intersection of Orchard Road on Highland Avenue including valves, fittings, air/vac's, blow off's, two tie-in's, grind and overlay of road paving.	\$1,484,425
County of San Bernardino	<b>Granulated Activated Carbon Treatment Facility at the Big Bear Sanitary Landfill</b>  Construction of a new landfill gas treatment facility consisting of excavation, grading, CMU enclosure, concrete foundation, chain-link fencing & gates, GAC system, mechanical piping, gas blowers, air compressors, heat trace controller, Electrical system, instrumentation, asphalt paving and site concrete.	\$840,000
County of San Bernardino	<b>Fleet Management Fuel Tank Replacement Phase 1</b> Construction of two new fueling facilities consisting of excavation, grading, underground RCP, drainage head walls, concrete foundations, four 10k gallon fuel tanks, asphalt paving, fencing & gates and electrical system	\$843,000
City of Compton	<b>Well #20 Water Treatment Plant</b>  Installation of Manganese Treatment System consisting of treatment equipment, Excavation, concrete foundations, above & below grade piping, storm drain line, catch basins, sewer line, new FRP enclosure, new 34k gallon reservoir tank, Electrical system, telemetry, RTU, instrumentation, backup generator and site lighting.	\$968,749
Rancho California Water District	<b>Equipping Well #236</b> Construction of new water well consisting of installation of one new deep well vertical turbine pumping unit, well pump discharge piping, electrical system, instrumentation, above grade piping for well blow off, onsite water supply piping, sodium hypochlorite system and concrete foundations.	\$428,000
County of San Bernardino	<b>Emergency Fuel Storage Tanks</b> Construction of two concrete equipment pads and installation of 4 new 10,000 gallon fuel storage tanks with dispensing equipment. Work consisted of, site grading, underground storm drain system, electrical system including a standby generator, asphalt paving and perimeter fencing.	\$896,000

Eastern Municipal Water District

**Daily Road Drainage and Hydro Booster Station**

\$721,500

Construction of a new hydro pneumatic booster station and drainage improvements to the adjacent road. Work scope included site grading, concrete foundations, underground pipe installation, above grade piping, instrumentation, electrical facilities, booster pumps, hydro pneumatic system, road grading, construction of v ditches, energy dissipation structures concrete channels, storm drain piping system, asphalt paving and chain-link fencing

## **ERNEST D. CASTELLON**

---

Email: [erniedc1@gmail.com](mailto:erniedc1@gmail.com)

Phone: 909-253-4858

### **Experience:**

1/2018 – Present    *General Superintendent*, General Consolidated Constructors, Inc. Perris, CA

Recruited to start a new water works division for this company. Duties include the field supervision and organization of all public works projects ranging in size from 500k to 2 million, including water treatment and waste water facilities.

7/2016 – 1/2018    *Project Superintendent, Working Foreman*, Cora Constructors, Inc. Palm Desert, CA

Directly responsible for the onsite construction of waste water pump station rehabilitations, water treatment plants, sewer system installations, storm drain facilities, reservoir construction, underground pipe installation, street improvements, pump installations and supervision of various subcontracting trades.

1/2006 – 6/2016    *Project Manager I Senior Superintendent I Estimator*, Maher Contractors, Riverside, CA

Water treatment and wastewater plants, reservoirs, pumping stations, pipeline, mechanical, vaults and office control rooms. Accountable for projects ranging from \$1 million to \$12 million. Projected estimates on commercial projects with complete job oversight, prepared RFI's and selected criteria for professionals, including architects and special consultants. Recruited, interviewed, hired and supervised up to 30 employees. Managed all subcontractors, assured specification compliance, approved and processed pay requests for outside contractors. Negotiated and approved change orders for construction projects.

1993 - 12/2005    *Project Manager I Senior Superintendent*, Schuler Engineering, Corona, CA

Water treatment and wastewater plants, reservoirs, pumping stations, pipeline, mechanical, vault and office control rooms. Accountable for projects ranging from \$1 million to \$12 million. Recruited, interviewed, hired and supervised up to 30 employees. Complete job oversight. Managed all subcontractors, assured specification compliance, approved and processed pay requests for outside contractors, negotiated and approved change orders for construction projects.

1987-1993      *Superintendent*, Pascal & Ludwig, Ontario, CA

Water treatment and wastewater plant reservoirs, pumping stations, pipeline, mechanical, vault and office control room. Accountable for projects ranging from \$1 million to \$12 million. Recruited, interviewed, hired and supervised up to 15 employees. Complete job oversight managed all subcontractors; assured specification compliance.

1983 -1987      *Superintendent I Foreman*, Morley Construction, Los Angeles, CA

Construction of concrete high rise buildings and parking structures.

**Relevant Skills:**

- Dedicated to completing high-quality projects, on-time, safely and under budget
- Skilled in working closely with owners, engineers, architects, and inspectors
- Knowledge of plans and specifications
- Strong personal ethics and integrity
- Works well under pressure and with deadlines
- Able to understand crew and equipment requirements for different phases of each project
- Develops and maintains a safe operating work-site and ensure compliance with all applicable codes (OSHA, etc.)
- Ability to resolve construction problems in the field
- Knowledge of construction trades, including wood framing, structural steel, reinforcing steel, concrete, concrete structures, electrical and mechanical piping
- Ability to build and set Simon, Waco, Efco, and wood forms/shoring

**Computer:**

- Microsoft Office Suite, QuickBooks, Outlook, Word, and Excel

**Education:**

- High School Diploma - Heinet High School, CA 1983

**Credentials:**

- AWS Welding Certification
- Ameron T-Lock Certification
- CPR Certification
- Confined Space Entry Certification (In accordance with Title 8 CCR Sections 5157)
- OSHA Training
- Class A Commercial Drivers License.

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



**CALIFORNIA ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

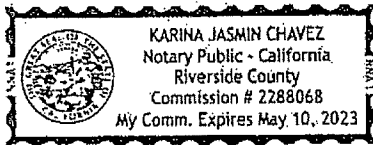
State of California

County of Riverside

On 10/31/2019 before me, Karina Jasmin Chavez, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Robert McCoy  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 San Bernardino

SS.

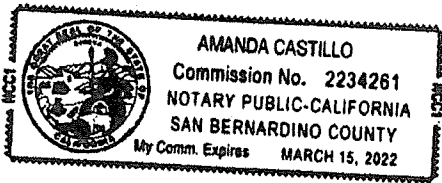
On 10/30/19 before me, Amanda Castillo, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Cynthia J. Young

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Amanda Castillo

Signature of Notary Public

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document: Bidder's Bond - General Consolidated Constructors, Inc.

Document Date: 10/30/19 Number of Pages: 3

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

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

☐ Individual

☐ Corporate Officer

Title \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE      N<sup>o</sup> 07927  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

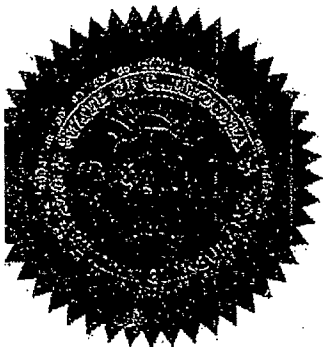
of      Bala Cynwyd, Pennsylvania      , organized under the  
laws of      Pennsylvania      , subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,  
Liability, Boiler and Machinery, Burglary,  
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

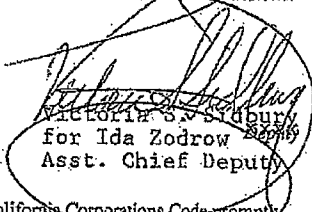
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th  
day of October, 2004, I have hereunto  
set my hand and caused my official seal to be affixed this  
14th day of October, 2004.



John Garamendi  
Insurance Commissioner

By

  
Victoria S. S. Sabury  
for Ida Zodrow  
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly  
after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be  
grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the  
conditions contained herein.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Christina Mountz and Cynthia J. Russell of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.00.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

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

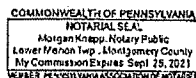
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 30<sup>th</sup> day of October, 2019.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID**

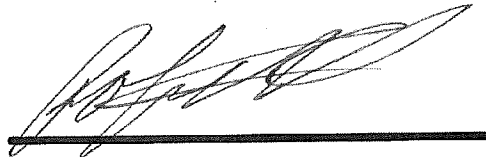
The undersigned declares:

I am the President/Secretary of General Consolidated Constructors, Inc., 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 November 1, 2019 [Date],  
at Perris [City], California [State].



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

Each bidder shall be fully informed of the conditions relating to the construction of the work and the employment of labor thereon. Failure to do so will not relieve Contractor of the obligation to furnish all material and labor necessary to carry out the provisions of the Contract Documents.


Each bidder shall examine the site for the work described herein. Bidders shall attend a mandatory pre-bid inspection of the building and site, conducted by the City, if specified by the Special Provisions. Failure to attend the mandatory pre-bid inspection shall be cause for rejection of the bid.

This is to certify that I have examined the site and the bid is complete and there will be no additional payment for failure to examine the site thoroughly.

10/15/2019  
Date of Site Examination

General Consolidated Constructors, Inc.  
Company

Robert McCoy  
Printed Name of Company Representative

  
Signature of Representative

11/1/2019  
Date



## ATTACHMENT

### Debarment, Suspension, Ineligibility Certification

(Please read attached *Acceptance of Certification and Instructions for Certification* before completing)

This certification is required by federal regulations implementing Executive Order

1. The potential recipient of Federal assistance funds certifies, by submission of proposal, that:
  - Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
  - Have not within three (3) year period preceding this bid/agreement/proposal had a civil judgment rendered against them for commission of fraud or been convicted of a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Are not presently or previously indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in the above paragraph of this certification; and
  - Have not within a three (3) year period preceding this bid/agreement/proposal had one or more public (Federal, State, or local) transactions terminated for cause of default.
2. 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.

  
\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
President/Secretary

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
General Consolidated Constructors, Inc.

\_\_\_\_\_  
Business/Contractor/ Agency

\_\_\_\_\_  
11/1/2019

\_\_\_\_\_  
Date

City of Long Beach  
Business Relations – Purchasing Division

### **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](http://www.sam.gov) to confirm that vendors 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 under "Search Records". The finding that "Your search returned no results" is an indicator of compliance.
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 anytime, your business or persons associated with your business become debarred or suspend, 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.

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 City of Long Beach, Business Relations, Purchasing Division at 562-570-6200.***



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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: General Consolidated Constructors, Inc. Federal Tax ID No.:                       
Address: 19800 Gustin Lane  
City: Perris State: CA ZIP: 92570  
Contact Person: Robert McCoy Telephone: 951-734-3507  
Email: rob@gcc-inc.us Fax: 951-582-2052

**Section 2. COMPLIANCE QUESTIONS**

- A. The EBO is inapplicable to this Contract because the Contractor/Vendor has no employees.        Yes   ✓   No
- B. Does your company provide (or make available at the employees' expense) any employee benefits?   ✓   Yes        No  
(If "yes," proceed to Question C. If "no," proceed to section 5, as the EBO does not apply to you.)
- C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?  
  ✓   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:
- \_\_\_\_\_ 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

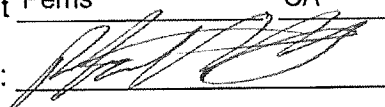
Section 4. REQUIRED DOCUMENTATION


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 01 day of November, 2019, at Perris CA

Name: Robert McCoy Signature: 

Title: President/Secretary 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: Robert McCoy Title: President/Secretary

Signature:  Date: 11/1/2019

Business Entity Name: General Consolidated Constructors, Inc.

## **IRAN CONTRACTING ACT OF 2010 COMPLIANCE AFFIDAVIT**

(California Public Contract Code Sections 2200-2208)

The California Legislature adopted the Iran Contracting Act of 2010 to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The Iran Contracting Act prohibits bidders engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A bidder who "engages in investment activities in Iran" is defined as either:

1. A bidder providing goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including provision of oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. A bidder that is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2203(b) as a person engaging in the investment activities in Iran.

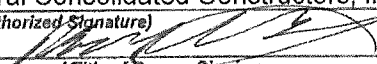
The bidder shall certify that at the time of submitting a bid for new contract or renewal of an existing contract, the bidder is **not** identified on the DGS list of ineligible businesses or persons and that the bidder is **not** engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

**California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts (PCC § 2205).**

To comply with the Iran Contracting Act of 2010, the bidder shall provide its vendor or financial institution name, and City Business Tax Registration Certificate (BTRC) if available, in completing ONE of the options shown below.

### **OPTION #1: CERTIFICATION**

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the bidder or financial institution identified below, and that the bidder or financial institution identified below is **not** on the current DGS list of persons engaged in investment activities in Iran and is **not** a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person or vendor, for 45 days or more, if that other person or vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current DSG list of persons engaged in investment activities in Iran.

Vendor Name/Financial Institution (printed) General Consolidated Constructors, Inc.		BTRC (or n/a) N/A
By (Authorized Signature) 		
Print Name and Title of Person Signing Robert McCoy, President/Secretary		
Date Executed 11/1/2019	City Approval (Signature)	(Print Name)

### **OPTION #2: EXEMPTION**

Pursuant to PCC § 2203(c) and (d), a public entity may permit a bidder or financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into, or renew, a contract for goods and services. If the bidder or financial institution identified below has obtained an exemption from the certification requirement under the Iran Contracting Act of 2010, the bidder or financial institution shall complete and sign below and attach documentation demonstrating the exemption approval.

Vendor Name/Financial Institution (printed)		BTRC (or n/a)
By (Authorized Signature)		
Print Name and Title of Person Signing		
Date Executed	City Approval (Signature)	(Print Name)

**Bid Results**

5 Bid Results

**Bidder Details**

**Vendor Name** General Consolidated Constructors, Inc.  
**Address** 19800 Gustin Lane  
Perris, CA 92570  
United States  
**Respondee** Jim McCoy  
**Respondee Title** VP of Construction  
**Phone** 951-734-3507 Ext.  
**Email** jim@gcc-inc.us  
**Vendor Type** MIC  
**License #** 562287  
**CA DIR**

**Bid Detail**

**Bid Format** Electronic  
**Submitted** November 5, 2019 9:41:07 AM (Pacific)  
**Delivery Method**  
**Bid Responsive**  
**Bid Status** Submitted  
**Confirmation #** 194843  
**Ranking** 0

**Respondee Comment****Buyer Comment****Attachments**

File Title	File Name	File Type
Bid Documents	Junipero - Granada Beach Concession Renovations - Bid Documents.pdf	General Attachment

**Line Items**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
	<b>Junipero Building, Site Improvements &amp; Play Elements B-4756 (J1) Base Bid Section 1</b>					
1	Division H and Division 01 -General Requirements	LS	1	\$90,960.00	\$90,960.00	
2	Division 02 - Existing Conditions	LS	1	\$20,400.00	\$20,400.00	
3	Division 03 - Concrete	LS	1	\$114,120.00	\$114,120.00	
4	Division 04 - Masonry	LS	1	\$16,200.00	\$16,200.00	
5	Division 05 - Metals	LS	1	\$87,600.00	\$87,600.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
6	Division 06 - Wood, Plastics and Composites	LS	1	\$3,000.00	\$3,000.00	
7	Division 07 - Thermal and Moisture Protection	LS	1	\$13,800.00	\$13,800.00	
8	Division 08 - Openings	LS	1	\$18,000.00	\$18,000.00	
9	Division 09 - Finishes	LS	1	\$36,000.00	\$36,000.00	
10	Division 10 - Specialties	LS	1	\$80,400.00	\$80,400.00	
11	Division 11 - Equipment	LS	1	\$462,000.00	\$462,000.00	
12	Division 12 - Furnishings	LS	1	\$21,600.00	\$21,600.00	
13	Division 13 - Special Construction	LS	1	\$51,600.00	\$51,600.00	
14	Division 26 - Electrical	LS	1	\$30,000.00	\$30,000.00	
15	Division 31 - Earthwork	LS	1	\$30,300.00	\$30,300.00	
16	Division 32 - Exterior Improvements	LS	1	\$327,960.00	\$327,960.00	
17	Division 33 - Utilities	LS	1	\$9,000.00	\$9,000.00	
<b>Subtotal</b>					<b>\$1,412,940.00</b>	
<b>Granada Building and Site Improvements B-4757 (G1) Base Bid Section 2</b>						
18	Division H and Division 01 -General Requirements	LS	1	\$90,960.00	\$90,960.00	
19	Division 02 - Existing Conditions	LS	1	\$26,400.00	\$26,400.00	
20	Division 03 - Concrete	LS	1	\$70,200.00	\$70,200.00	

**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
21	Division 04 - Masonry	LS	1	\$16,200.00	\$16,200.00	
22	Division 05 - Metals	LS	1	\$57,000.00	\$57,000.00	
23	Division 06 - Wood, Plastics and Composites	LS	1	\$9,000.00	\$9,000.00	
24	Division 07 - Thermal and Moisture Protection	LS	1	\$43,560.00	\$43,560.00	
25	Division 08 - Openings	LS	1	\$9,000.00	\$9,000.00	
26	Division 09 - Finishes	LS	1	\$36,000.00	\$36,000.00	
27	Division 10 - Specialties	LS	1	\$80,400.00	\$80,400.00	
28	Division 11 - Equipment	LS	1	\$12,000.00	\$12,000.00	
29	Division 12 - Furnishings	LS	1	\$33,600.00	\$33,600.00	
30	Division 13 - Special Construction	LS	1	\$51,600.00	\$51,600.00	
31	Division 26 - Electrical	LS	1	\$60,000.00	\$60,000.00	
32	Division 31 - Earthwork	LS	1	\$14,400.00	\$14,400.00	
33	Division 32 - Exterior Improvements	LS	1	\$239,400.00	\$239,400.00	
34	Division 33 - Utilities	LS	1	\$27,960.00	\$27,960.00	
				<b>Subtotal</b>	<b>\$877,680.00</b>	
	<b>Granada Water Play Elements B-4757 (G2) Base Bid Section 3</b>					
35	Water Play Drawing Sheets	LS	1	\$564,840.00	\$564,840.00	
				<b>Subtotal</b>	<b>\$564,840.00</b>	
	<b>Mobilization/Demobilization Base Bid Section 4</b>					



**Bid Results**

Type	Item Code	UOM	Qty	Unit Price	Line Total	Comment
36	Mobilization/Demobilization (cannot exceed 1.5% of Line Items (1-35))					
		LS	1	\$24,000.00	\$24,000.00	
				<b>Subtotal</b>	<b>\$24,000.00</b>	
				<b>Total</b>	<b>\$2,879,460.00</b>	

# **Exhibit B**

Workers Compensation Certificate

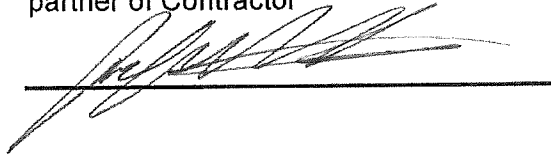
## WORKERS' COMPENSATION CERTIFICATION

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:

General Consolidated Constructors, Inc.

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

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

Title: President/Secretary

Date: 11/1/2019

# **Exhibit C**

Information to Comply with Labor Code  
Section 2810

## 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: 7600019881191
- B. Name of Insurer (**NOT** Broker): Everest Premier Insurance Company
- C. Address of Insurer: P.O. Box 830 Liberty Corner, NJ 07938-0830
- D. Telephone Number of Insurer: 855-252-4695

2) For vehicles owned by Contractor and used in performing work under this Contract:

- A. VIN (Vehicle Identification Number): [REDACTED]
- B. Automobile Liability Insurance Policy Number: CA048359P2019
- C. Name of Insurer (**NOT** Broker): Metropolitan Direct Property and Casualty
- D. Address of Insurer: P.O. Box 380 Warwick, RI 02887
- E. Telephone Number of Insurer: 800-638-4208

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: RM 9 15

5) Estimated total wages to be paid those workers: \$ 900,000.00

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: \_\_\_\_\_

2 - INDEPENDENT CONTRACTORS

8) Taxpayer's Identification Number: [REDACTED]

# **Exhibit D**

List of Subcontractors

## 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>SPECTRATURE</u>	Type of Work	<u>RUBBER SURFACING</u>
Address	<u>555 S. PROMENADE AVE. #103</u>		
City	<u>CORONA, CA 92879</u>	Dollar Value of Subcontract	<u>\$ 163,204.00</u>
Phone No.	<u>800-875-5788</u>		
License No.	<u>854429</u>	DIR Registration No.	<u>1000002615</u>

Name	<u>Hydrotech Electric</u>	Type of Work	<u>Electrical</u>
Address	<u>37707 Green Knolls Rd</u>		
City	<u>Winchester CA 92596</u>	Dollar Value of Subcontract	<u>\$ 75,000.00</u>
Phone No.	<u>909 270 0430</u>		
License No.	<u>977838</u>	DIR Registration No.	<u>1000001266</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.	

# **Exhibit E**

Letter of Assent





Lic. #562287

19800 GUSTIN LANE  
PERRIS, CALIFORNIA 92570

TEL.: 951-734-3507  
FAX: 951-582-2052

## LETTER OF ASSENT

February 25, 2020

PLA Administrator  
City of Long Beach  
411 West Ocean Blvd., 5<sup>th</sup> Floor  
Long Beach, CA 90802  
Attn: Anne Takii

Re: Project Labor Agreement – Letter of Assent

Dear Ms. Takii,

This is to confirm that General Consolidated Constructors, Inc., agrees to be party to and bound by the City of Long Beach Project Labor Agreement No. 33859 effective May 22, 2015, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the agreement undertaken by this Company on the project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical letter of assent prior to their commencement of work.

Sincerely,

Robert McCoy  
President  
General Consolidated Constructors, Inc.

# **Appendix A**

Application for Use Tax Direct Payment Permit

**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.

Executed in Duplicate

Premium included in charge  
for Performance Bond

Payment Bond  
No. PB03081700436

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

WHEREAS, The CITY OF LONG BEACH, a municipal corporation, hereinafter the "City" or "Obligee," have conditionally awarded to **GENERAL CONSOLIDATED CONSTRUCTORS, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Junipero and Granada Beach Concession Renovations and Site Improvements**, as described in Specification Nos.: R-7147 and R-7148, Addenda 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 Philadelphia Indemnity Insurance Company 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 **Two Million Eight Hundred Seventy-Nine Thousand Four Hundred Sixty Dollars (\$2,879,460)** 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 10th day of February, 2020.

**Philadelphia Indemnity Insurance Company**

By: [Signature] Surety Name  
Signature  
Name: Christina Mountz  
Printed Name  
Title: Attorney-In-Fact  
Address: 251 S. Lake Ave., Suite 360  
Pasadena, CA 91101  
Telephone: 626-639-1321

Christina Mountz  
[Signature] Attorney-in-Fact  
Signature

**General Consolidated Constructors, Inc., a California corporation**

By: [Signature] Signature  
Name: Robert McCoy Printed Name  
Title: President  
By: [Signature] Signature  
Name: Loyce Anne McCoy Printed Name  
Title: CFO

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

March 2, 2020

Approved as to form.

CHARLES PARKIN, City Attorney

By: [Signature]  
Deputy City Attorney

March 3, 2020

Approved as to sufficiency.

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Manager/City Engineer

**NOTE:**

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

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.

# CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On 02/17/2020

Date

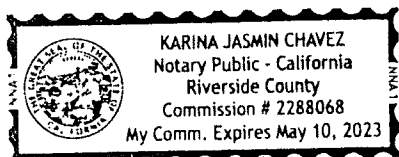
before me, Karina Jasmin Chavez, Notary Public

Here Insert Name and Title of the Officer

personally appeared Robert McCoy

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

**CALIFORNIA ACKNOWLEDGMENT**

CIVIL CODE § 1189

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

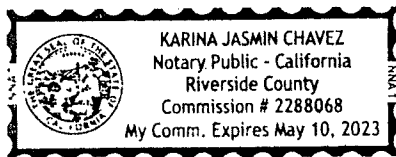
State of California }

County of Riverside

On 02/17/2020 before me, Karina Jasmin Chavez, Notary Public.  
Date Here Insert Name and Title of the Officer

personally appeared Joyce Anne McCoy  
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

**OPTIONAL**

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

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

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

Signer is Representing: \_\_\_\_\_

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

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

Signer is Representing: \_\_\_\_\_



8667 CALIFORNIA; ALL-PURPOSE ACKNOWLEDGEMENT

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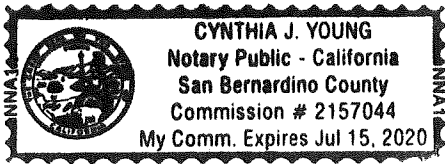
State of California  
County of San Bernardino } ss.

On February 10, 2020 before me, Cynthia J. Young, Notary Public  
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person 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.

Cynthia J. Young  
Signature of Notary Public

OPTIONAL

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Capacity(ies) Claimed by Signer(s)

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

- ☐ Individual
- ☐ Corporate Officer  
Title \_\_\_\_\_
- ☐ Partner -- ☐ Limited ☐ General
- ☐ Attorney-in-Fact
- ☐ Trustee
- ☐ Guardian or Conservator
- Other: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Nº 07927

Amended  
Certificate of Authority

THIS IS TO CERTIFY THAT, Pursuant to the Insurance Code of the State of California,

Philadelphia Indemnity Insurance Company

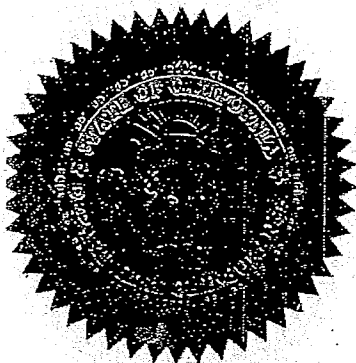
of Bala Cynwyd, Pennsylvania, organized under the  
laws of Pennsylvania, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass,  
Liability, Boiler and Machinery, Burglary,  
Sprinkler, Automobile, and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th  
day of October, 2004, I have hereunto  
set my hand and caused my official seal to be affixed this  
14th day of October, 2004.



John Garamendi  
Insurance Commissioner

By

Victoria S. Sidbury  
for Ida Zodrow  
Asst. Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code Section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Jay P. Freeman, Cynthia J. Young, Laurie B. Druck, Melissa Schwartz and Christina Mountz of Alliant Insurance Services, Inc.**, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000.00**.

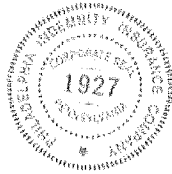
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

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

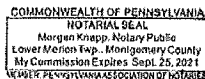
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.

(Seal)



Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

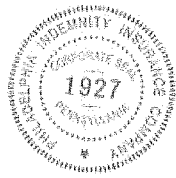
Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10<sup>th</sup> day of February, 2020.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

Executed in Duplicate

Premium: \$27,218.00

Premium is for the contract term and is subject to adjustment based on the final contract price

Performance Bond  
No. PB03081700436

**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 **GENERAL CONSOLIDATED CONSTRUCTORS, INC., a California corporation** designated as the "Contractor" or "Principal" herein, a contract for the work ("Work") described as follows: **Junipero and Granada Beach Concession Renovations and Site Improvements**, as described in Specification Nos.: R-7147 and R-7148, Addenda 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.

**Philadelphia Indemnity Insurance  
Company**

NOW, THEREFORE, we the undersigned Contractor, as Principal, and **Company**, 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 **Two Million Eight Hundred Seventy-Nine Thousand Four Hundred Sixty (\$2,879,460)** 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 Obligee is required to engage the services of attorneys in connection with enforcement of the bond, each shall pay Obligee'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 10th day of February, 2020.

**Philadelphia Indemnity Insurance Company**

By: [Signature] Surety Name  
Signature  
Name: Christina Mountz  
Printed Name  
Title: Attorney-In-Fact

Address: 251 S. Lake Ave., Suite 360  
Pasadena, CA 91101  
Telephone: 626-639-1321

Christina Mountz  
Attorney-in-Fact  
[Signature]  
Signature

**General Consolidated Constructors, Inc., a California corporation**

By: [Signature]  
Signature  
Name: Robert McCal  
Printed Name  
Title: President

By: [Signature]  
Signature  
Name: Sage Anne McCal  
Printed Name  
Title: CFD

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

March 2, 2020

March 3, 2020

Approved as to form.

Approved as to sufficiency.

CHARLES PARKIN, City Attorney

CITY OF LONG BEACH, a municipal corporation

By: [Signature]  
Deputy City Attorney

[Signature]  
City Manager/City Engineer

**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER**

**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.

# CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California

County of Riverside

On 02/17/2020

Date

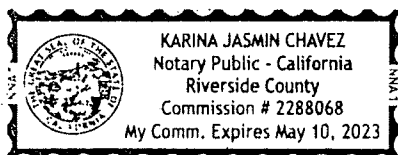
before me, Karina Jasmin Chavez, Notary Public

Here Insert Name and Title of the Officer

personally appeared Robert McCoy

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_

Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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

☐ Corporate Officer – Title(s): \_\_\_\_\_

☐ Partner – ☐ Limited ☐ General

☐ Individual

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

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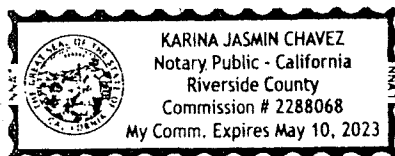
State of California }

County of Riverside

On 02/17/2020 before me, Karina Jasmin Chavez, Notary Public.  
Date Here Insert Name and Title of the Officer

personally appeared Joyce Anne McCoy  
Name(s) of Signer(s)

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WITNESS my hand and official seal.

Signature

Signature of Notary Public

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Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer is Representing: _____	Signer is Representing: _____

# 8667 CALIFORNIA; ALL-PURPOSE ACKNOWLEDGEMENT

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State of California

County of San Bernardino

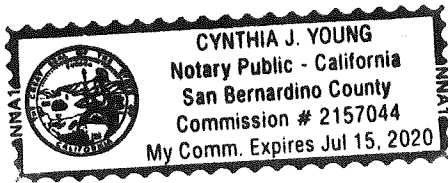
ss.

On February 10, 2020 before me, Cynthia J. Young, Notary Public

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Mountz

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

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*Cynthia J. Young*  
Signature of Notary Public

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☐ Corporate Officer  
Title \_\_\_\_\_  
☐ Partner -- ☐ Limited ☐ General  
☐ Attorney-in-Fact  
☐ Trustee  
☐ Guardian or Conservator  
Other: \_\_\_\_\_

RT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer is Representing: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

No 07927

Amended  
Certificate of Authority

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Philadelphia Indemnity Insurance Company

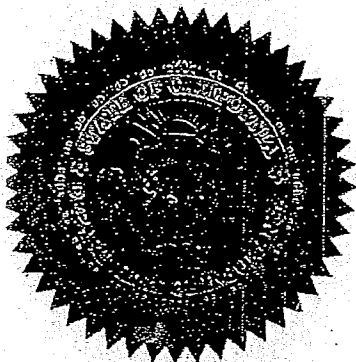
of Bala Cynwyd, Pennsylvania, organized under the  
laws of Pennsylvania, subject to its Articles of Incorporation or  
other fundamental organizational documents, is hereby authorized to transact within the State, subject to  
all provisions of this Certificate, the following classes of insurance:

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as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in  
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made  
under authority of the laws of the State of California as long as such laws or requirements are in effect  
and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 14th  
day of October, 2004, I have hereunto  
set my hand and caused my official seal to be affixed this  
14th day of October, 2004.



John Garamendi  
Insurance Commissioner

By

Victoria S. Sidbury  
for Ida Zodrow  
Asst. Chief Deputy

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**PHILADELPHIA INDEMNITY INSURANCE COMPANY**

One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

**Power of Attorney**

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

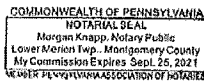
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27<sup>TH</sup> DAY OF OCTOBER, 2017.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 27<sup>th</sup> day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27<sup>th</sup> day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 10<sup>th</sup> day of February 2020.



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY