

CONTRACT

**34010**

1  
2  
3 THIS CONTRACT is made and entered, in duplicate, as of July 10, 2015 for  
4 reference purposes only, pursuant to a minute order adopted by the City Council of the  
5 City of Long Beach at its meeting held on June 23, 2015, by and between CORRAL  
6 CONSTRUCTION & DEVELOPMENT INC., a California corporation ("Contractor"), whose  
7 address is 5211 East Washington Boulevard, #2-122, Commerce, California 90040 and  
8 the CITY OF LONG BEACH, a municipal corporation ("City").

9 WHEREAS, pursuant to a "Invitation to Bid for Commercial Rehabilitation  
10 Program-Atlantic Avenue & Burnett Street in the City of Long Beach, California," dated May  
11 4, 2015, and published by City, bids were received, publicly opened and declared on the  
12 date specified in said Notice; and

13 WHEREAS, the City Manager accepted the bid of Contractor; and

14 WHEREAS, the City Council authorized the City Manager to enter a contract  
15 with Contractor for the work described in Bid Number ITB DV-15-106;

16 NOW, THEREFORE, in consideration of the mutual terms and conditions  
17 herein, the parties agree as follows:

18 1. SCOPE OF WORK. Contractor shall furnish all necessary labor,  
19 supervision, tools, materials, supplies, appliances, equipment and transportation for the  
20 work described in "Bid Number ITB DV-15-106 for Commercial Rehabilitation Program-  
21 Atlantic Avenue & Burnett Street in the City of Long Beach, California," said work to be  
22 performed according to the Contract Documents identified below. However, this Contract  
23 is intended to provide to City complete and finished work and, to that end, Contractor shall  
24 do everything necessary to complete the work, whether or not specifically described in the  
25 Contract Documents.

26 2. PRICE AND PAYMENT.

27 A. City shall pay to Contractor the amount(s) for materials and  
28 work identified in Contractor's "Bid for Commercial Rehabilitation Program-Atlantic

1 Avenue & Burnett Street in the City of Long Beach, California," attached hereto as  
2 Exhibit "A".

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

6 3. CONTRACT DOCUMENTS.

7 A. The Contract Documents include: The Notice Inviting Bids, Bid  
8 Number ITB DV-15-106 (which may include by reference the Standard  
9 Specifications for Public Works Construction, latest edition, and any supplements  
10 thereto, collectively the "Standard Specifications"); the City of Long Beach Standard  
11 Plans; the California Code of Regulations; the various Uniform Codes applicable to  
12 trades; the prevailing wage rates; Instructions to Bidders; the Bid; the bid security;  
13 the City of Long Beach Disadvantaged, Minority and Women-Owned Business  
14 Enterprise Program; this Contract and all documents attached hereto or referenced  
15 herein including but not limited to insurance; Bond for Faithful Performance;  
16 Payment Bond; Notice to Proceed; Notice of Completion; any addenda or change  
17 orders issued in accordance with the Standard Specifications; any permits required  
18 and issued for the work; approved final design drawings and documents; and the  
19 Information Sheet. These Contract Documents are incorporated herein by the  
20 above reference and form a part of this Contract.

21 B. Notwithstanding Section 2-5.2 of the Standard Specifications,  
22 if any conflict or inconsistency exists or develops among or between Contract  
23 Documents, the following priority shall govern: 1) Permit(s) from other public  
24 agencies; 2) Change Orders; 3) this Contract (including any and all amendments  
25 hereto); 4) Addenda (which shall include written clarifications, corrections and  
26 changes to the bid documents and other types of written notices issued prior to bid  
27 opening; 5) Project Specifications; 6) Project Plans (including drawings); 7) the City  
28 of Long Beach Standard Plans; 8) Standard Specifications (as identified in Section

1 3.A. hereof, the "Greenbook"); 9) other reference specifications; 10) other  
2 reference plans; 11) the bid; and 12) the Notice Inviting Bids.

3 4. TIME FOR CONTRACT. Contractor shall commence work on a date  
4 to be specified in a written "Notice to Proceed" from City and shall complete all work within  
5 three (3) months thereafter, subject to strikes, lockouts and events beyond the control of  
6 Contractor. Time is of the essence hereunder. City will suffer damage if the work is not  
7 completed within the time stated, but those damages would be difficult or impractical to  
8 determine. So, Contractor shall pay to City, as liquidated damages, the amount stated in  
9 the Contract Documents.

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

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

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

24 8. CLAIMS. Contractor shall, upon completion of the work, deliver  
25 possession thereof to City ready for use and free and discharged from all claims for labor  
26 and materials in doing the work and shall assume and be responsible for, and shall protect,  
27 defend, indemnify and hold harmless City from and against any and all claims, demands,  
28 causes of action, liability, loss, costs or expenses for injuries to or death of persons, or

1 damages to property, including property of City, which arises from or is connected with the  
2 performance of the work.

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

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

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

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

20 12. COORDINATION WITH GOVERNMENTAL REGULATIONS.

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

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

8 13. NOTICES.

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

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

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

25 15. COVENANT AGAINST ASSIGNMENT. Neither this Contract nor any  
26 of the moneys that may become due Contractor hereunder may be assigned by Contractor  
27 without the written consent of City first had and obtained, nor will City recognize any  
28 subcontractor as such, and all persons engaged in the work of construction will be

1 considered as independent contractors or agents of Contractor and will be held directly  
2 responsible to Contractor.

3 16. CERTIFIED PAYROLL RECORDS.

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

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

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

26 17. RESPONSIBILITY OF CONTRACTOR. Notwithstanding anything to  
27 the contrary in the Standard Specifications, Contractor shall have the responsibility, care  
28 and custody of the work. If any loss or damage occurs to the work that is not covered by

1 collectible commercial insurance, excluding loss or damage caused by earthquake or flood  
2 or the negligence or willful misconduct of City, then Contractor shall immediately make the  
3 City whole for any such loss or pay for any damage. If Contractor fails or refuses to make  
4 the City whole or pay, then City may do so and the cost and expense of doing so shall be  
5 deducted from the amount due Contractor from City hereunder.

6 18. CONTINUATION. Termination or expiration of this Contract shall not  
7 terminate the rights or liabilities of either party which rights or liabilities accrued or existed  
8 prior to termination or expiration of this Contract.

9 19. TAXES AND TAX REPORTING.

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

18 B. Contractor shall cooperate with City in all matters relating to  
19 taxation and the collection of taxes, particularly with respect to the self-accrual of  
20 use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of  
21 materials, equipment, supplies, or other tangible personal property totaling over  
22 \$100,000 shipped from outside California, a qualified Contractor shall complete and  
23 submit to the appropriate governmental entity the form in Appendix "A" attached  
24 hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or  
25 more, Contractor shall obtain a sub-permit from the California Board of Equalization  
26 for the Work site. "Qualified" means that the Contractor purchased at least \$500,000  
27 in tangible personal property that was subject to sales or use tax in the previous  
28 calendar year.

1 C. Contractor shall create and operate a buying company, as  
2 defined in State of California Board of Equalization Regulation 1699, subpart (h), in  
3 City if Contractor will purchase over \$10,000 in tangible personal property subject  
4 to California sales and use tax.

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

20 E. Contractor shall not be entitled to and by signing this Contract  
21 waives any claim or damages for delay against City if Contractor does not timely  
22 submit these forms to the appropriate governmental entity. Contractor may contact  
23 the City Controller at (562) 570-6450 for assistance with the form.

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

27 21. AUDIT. If payment of any part of the consideration for this Contract is  
28 made with federal, state or county funds and a condition to the use of those funds by City



1 is a requirement that City render an accounting or otherwise account for said funds, then  
2 City shall have the right at all reasonable times to examine, audit, inspect, review, extract  
3 information from, and copy all books, records, accounts and other information relating to  
4 this Contract.

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

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

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

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

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

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

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

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

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

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

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

27           C. If the Contractor fails to comply with the EBO, the City may  
28 cancel, terminate or suspend the Contract, in whole or in part, and monies due or to

1 become due under the Contract may be retained by the City. The City may also  
2 pursue any and all other remedies at law or in equity for any breach.

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

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

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

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

3 CORRAL CONSTRUCTION &  
4 DEVELOPMENT INC., a California  
5 corporation

6 \_\_\_\_\_, 2015

By [Signature]  
7 Name ERNESTO CORRAL  
8 Title PRESIDENT

9 \_\_\_\_\_, 2015

By [Signature]  
10 Name RENEE SOTO  
11 Title VICE PRESIDENT

12 "Contractor"

13 CITY OF LONG BEACH, a municipal  
14 corporation

15 Sept. 23, 2015

By [Signature]  
16 City Manager  
17 Assistant City Manager

EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

18 "City"

19 This Contract is approved as to form on August 19, 2015.

20 CHARLES PARKIN, City Attorney

21 By [Signature]  
22 Deputy

23 OFFICE OF THE CITY ATTORNEY  
24 CHARLES PARKIN, City Attorney  
25 333 West Ocean Boulevard, 11th Floor  
26 Long Beach, CA 90802-4664

# EXHIBIT “A”

Invitation to Bid ITB Number DV-15-106

BID NUMBER ITB DV15-106  
 TO: CITY OF LONG BEACH  
 PURCHASING DIVISION  
 ATTN: CITY CLERK



**INVITATION TO BID**  
 Commercial Rehabilitation  
 Program – Atlantic Avenue & Burnett  
 Street

333 West Ocean Boulevard, Plaza Level  
 Long Beach, California 90802

CONTRACT NO. \_\_\_\_\_

1. **COMPLETE CONTRACT:**  
 This Invitation to Bid, together with THE NOTICE INVITING BIDS, the entire Bid (including Specifications), or any items(s) thereof, the signature page, Instructions to Bidders, General Conditions, Special Conditions, Bid Section, Addendums, and when required, CONTRACTOR'S BOND shall become the Contract upon its acceptance by the City Manager or designee on behalf of the City of Long Beach, Contractor will be provided with a copy of the executed Contract. All materials or services provided by the Contractor shall comply with the City Charter, and all applicable Federal, State and City Laws.
2. **SERVICES TO BE PROVIDED BY THE CONTRACTOR:**  
 Contractor shall upon acceptance of this Bid by the City, furnish the goods and services herein specified according to the terms and conditions set forth herein.
3. **AMOUNT TO BE PAID:**  
 The City shall pay Contractor for the goods or services as described in the section entitled "PAYMENT" in the Instructions to Bidders.
4. **CHOICE OF ALTERNATE PROVISIONS; OPTIONS; NOTIFICATION:**  
 When alternative provisions are requested, or options are offered, Contractor will be notified as to which provision, or option, is being accepted at the same time that he is notified that he is the successful Bidder.
5. **DECLARATION OF NON-COLLUSION:**  
 The undersigned certifies or declares under penalty of perjury that this Bid is genuine and not sham or collusive, or made in the interest or on behalf of any person or entity not herein named; that the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a sham bid, or any other person or entity to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure to himself any advantage over other Bidders.

**BIDDER MUST COMPLETE AND SIGN BELOW:**

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

EXECUTED AT: Commerce CA ON THE 19 DAY OF JUNE, 20 2015.  
CITY STATE MONTH

COMPANY NAME: CORAM CONSTRUCTION & DEVELOPMENT TIN: [REDACTED]  
(FEDERAL TAX IDENTIFICATION NUMBER)

STREET ADDRESS: 5211 E Washington Blvd #2122 CITY: Commerce STATE: CA ZIP: 90040

PHONE: 562 762 6632 FAX: —

S/ [Signature] PRESIDENT  
(SIGNATURE) (TITLE)

ERNESTO CORAM coram.construction@yahoo.com  
(PRINT NAME) (EMAIL ADDRESS)

S/ [Signature] VP  
(SIGNATURE) (TITLE)

RENEE SOTO coram.construction@yahoo.com  
(PRINT NAME) (EMAIL ADDRESS)

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

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

APPROVED AS TO FORM \_\_\_\_\_, 20\_\_\_\_  
 CHARLES PARKIN  
 CITY ATTORNEY

THE CITY OF LONG BEACH  
 BY \_\_\_\_\_  
Director of Financial Management

\_\_\_\_\_  
Date

\_\_\_\_\_  
Deputy

**BID NUMBER ITB DV15-106**

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

**The following information is submitted regarding the Bidder:**

**Legal Form of Bidder:**

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

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

OPTIONAL

**Ethnic (Check one):**

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

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

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

Is the firm certified as a Disadvantaged Business:  Yes  No

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

- Yes
- No

Name of certifying agency: LA County Community Development Commission

**INSTRUCTIONS CONCERNING SIGNATURES**

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

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

**INDIVIDUAL (Doing Business As)**

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

**PARTNERSHIP**

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

**CORPORATION**

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

**OR**

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

**LIMITED LIABILITY COMPANY**

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

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of \_\_\_\_\_

County of \_\_\_\_\_

On \_\_\_\_\_ Before me, \_\_\_\_\_  
DATE

*IF NOT REQUIRED*  
*CA BLADDER*

NAME, TITLE OF OFFICER - E.G. "JANE DOE, NOTARY PUBLIC"

Personally appeared \_\_\_\_\_  
NAME(S) OF SIGNER(S)

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

WITNESS my hand and official seal.

\_\_\_\_\_  
SIGNATURE OF NOTARY

## OPTIONAL

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

### CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER
- PARTNER(S) TITLE(S)
  - LIMITED
  - GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

### DESCRIPTION OF ATTACHED DOCUMENT

\_\_\_\_\_  
TITLE OR TYPE OF DOCUMENT

\_\_\_\_\_  
NUMBER OF PAGES

\_\_\_\_\_  
DATE OF DOCUMENT

**SIGNER IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES):

\_\_\_\_\_  
SIGNER(S) OTHER THAN NAMED ABOVE



INSTRUCTIONS TO BIDDERS

1. PREPARATION OF BID:

The preparation of the Bid, including visits to the Site prior to submittal of the Bid, shall be at the expense of Bidder. All prices and notations must be typewritten or written in ink. Any markings in pencil shall not form part of the Bid and shall be disregarded by the City. Any changes or corrections in the Bid must be initialed in ink by the person signing the Bid. Bidder shall state brand name or make of each item bid. If not bidding on item as described, the manufacturer's name and catalog number of the substitute must be given. Bidder shall also attach specifications and furnish other data to establish the suitability of the substitute. Bidder shall quote separately on each item. Bidder shall quote his lowest price and best delivery date as no changes are permitted after the bid opening. Cash discounts offered for payment within fourteen (14) days or less will not be considered when evaluating bids. No telephonic, telegraphic or fax Bids are acceptable.

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

2. EXAMINATION OF BID:

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

3. CONDITIONS OF WORK:

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

4. DISCREPANCIES IN BID DOCUMENTS:

If Bidder finds discrepancies in or omissions from the Invitation to Bid, if the intent of the Invitation is not clear, or if provisions of the Specifications restrict Bidder from bidding, he may request in writing that the deficiency(s) be modified. Such request must be received by the City Purchasing Agent at least five (5) working days before bid opening date. Bidders will be notified by Addendum of any approved changes in the Invitation to Bid.

5. ORAL STATEMENTS:

The City of Long Beach shall not be bound by oral statements made by any employee or agent concerning this invitation to Bid. If Bidder requires specific information, Bidder must request it in writing and obtain a reply in writing from the City.

6. BRAND NAMES AND SPECIFICATIONS:

The detailed specifications and/or brand names stated are descriptive only and indicate quality, design and construction of items required. Offers will be considered to supply articles substantially the same as those described herein but with minor variations. Bidders must describe variations in the Bid. Substitute items must be equal in quality, utility and performance. The phrase "or approved equal" throughout the specifications means that the City in its sole and absolute discretion shall make the final determination whether or not the substitute items are equal.

7. AWARD:

Bid shall be subject to acceptance by the City for a period of three (3) months unless a lesser period is prescribed in the quotation by Bidder. The City reserves the right to award all items to one Bidder, or to award separate items or groups of items to various Bidders, or to increase or decrease the quantities of any item. Bidder may submit alternate prices or name a lump sum or discount conditional on two or more items being awarded to him.

The City's purchases of goods and services are based on the City's actual needs and requirements. The City is obligated under this contract/purchase order to purchase and pay for only those goods and services that the City needs and requires, and that the City actually orders and receives. Any dollar amount identified as a "not to exceed:" amount in any City document is not a guaranteed payment amount to any contractor or service provider. Furthermore, the City may determine that its needs and requirements may be met by City labor or by a second contractor or service provider, even after an award is made to one contractor or service provider. An award is not a promise or guarantee of exclusivity.

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

8. PAYMENT:

Payment terms are NET/30 unless Bidder otherwise quotes. All Cash Discounts shall be taken and computed from the date of delivery or completion and acceptance of the material, or from date of receipt of invoice, whichever occurs last. Invoices must be submitted as specified at the time of shipping authorization. Partial payments may be made by the City on delivery & acceptance of goods and on receipt of goods and on receipt of Contractor's invoice.

In the event the Contract to be awarded hereunder, including specifications and other documents incorporated therein by reference, provides for the withholding of moneys by the City to ensure performance of such Contract, Contractor may deposit with the City, as a substitute for said withheld moneys, securities listed in Section 16430 of the California Government Code or bank or savings and loan certificates of deposit, or both, equivalent to the amount withheld, provided Contractor requests permission to make such substitution and bears all expenses in connection therewith.

9. SAFETY APPROVAL:

Where required by City Regulations, any items delivered must carry Underwriters Laboratories Approval or City of Long Beach City Safety Officer approval. Failure to so comply will be cause to reject Bid. Also, any equipment must conform with the Safety Orders of the California Division of Industrial Safety and OSHA regulations.

10. BUSINESS LICENSE:

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

INSTRUCTIONS TO BIDDERS

11. PUBLIC WORK AND PREVAILING WAGES:

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

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

12. RIGHT TO REJECT:

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

13. SAMPLES:

Samples of items when requested or required must be furnished to the City free of expense to the City and, if not destroyed by tests, will upon request be returned at Bidder's expense.

14. PRICES:

Prices shall be in accordance with those extended to other governmental agencies. In case of error in extension of prices, unit price will govern. All prices must be firm for the Contract term unless the City specifically provides for adjustment.

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

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

SUBCONTRACTORS

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

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

Company Name: \_\_\_\_\_

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

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

Circle appropriate designation: MBE WBE

Ethnic Factors of Ownership: (more than 51%)

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

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

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

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

16. BID SUBMITTAL AND WITHDRAWAL OF BIDS:

Each Bid must be delivered to the location and received on or before the due date and time stated herein. Bids will not be accepted after the date and time stated herein. Bids may be withdrawn without prejudice providing the written request is received by the City Clerk no later than the time set for opening Bids. Withdrawals will be returned to Bidder unopened.

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

BID DUE DATE: June 19, 2015

TIME: 11:00 am

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

ANNE TAKII (562) 570-6362  
BUYER TELEPHONE NUMBER

17. BID OPENING PROCEDURES:

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

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

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

Bid protest procedures may be obtained from the Buyer. Protests must be submitted within five (5) business days after the date on which the bids were opened.

18. INTER-AGENCY PARTICIPATION:

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

YES  NO

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

**INSTRUCTIONS TO BIDDERS**

**19. AMERICANS WITH DISABILITIES ACT:**

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

**20. EQUAL BENEFITS ORDINANCE:**

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

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

**CONTRACT – GENERAL CONDITIONS**

1. Acceptance of the offer contained in this Contract is expressly limited to the terms and conditions of such offer as herein stated.
2. No charges for taxes, transportation, boxing, packaging, crating or returnable containers will be allowed and paid by the City unless separately stated hereon. All sales, use, excise or similar taxes to be paid by the City must be itemized separately hereon and on invoices. The City is exempt from payment of Federal Excise Tax under Certificate No. 95-73 0502K and none shall be charged to the City.
3. The City's obligation to pay the sum herein stated for any one fiscal year shall be contingent upon the City Council of the City appropriating the necessary funds for such payment by the City in each fiscal year during the term of this Contract. For the purposes of this section a fiscal year commences on October 1 of the year and continues through September 30 of the following year. In the event that the City Council of the City fails to appropriate the necessary funds for any fiscal year, then, and in that event, the Contract will terminate at no additional cost or obligation to the City.
4. Contractor shall deliver the materials, equipment, supplies or services, or cause the work to be performed, within the time and in the manner specified in the Contract. Times and dates stated herein are of the essence. If at any time Contractor has reason to believe that deliveries will not be made as scheduled, written notice setting forth the cause of the anticipated delay shall be given immediately to the City. Deliveries must be prepaid. C.O.D. shipments will not be accepted.
5. The City reserves the right at any time to make changes in drawings and specifications, in methods of shipment and packaging and in place of delivery as to any articles covered by this Contract. In such event there will be made an equitable adjustment in price and time of performance mutually satisfactory to Contractor and the City; but any claim by Contractor for such an adjustment must be made within thirty (30) days of such change.
6. Contractor warrants that the goods, machinery or equipment delivered or the work performed hereunder shall conform to the specifications, drawings, samples or other description specified by the City and shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, in good working order and free from defect or faulty workmanship for a period of ninety (90) days. When defective goods, machinery, or equipment or faulty workmanship is discovered which requires repair or replacement pursuant to this warranty, Contractor shall provide all labor, materials, parts and equipment to correct such defect at no expense to the City.
7. Contractor shall defend, indemnify and hold the City, its officials and employees harmless from any and all loss, damage, liability, demands, claims, causes of action, costs and expenses (including reasonable attorney' fees) for injuries to persons (including death) or damage or destruction of property connected with or arising from the negligent acts or omissions of Contractor, its officers, agents and employees in the performance of this Contract.
8. The City reserves the right to terminate this Contract at any time in whole or in part even though Contractor is not in default hereunder. In such event there will be made an equitable adjustment of the terms that is mutually satisfactory to the City and Contractor. Upon receipt of any notice of such termination, Contractor shall, unless such notice otherwise directs, immediately discontinue all work on the Contract and deliver, if and as directed, to the City all completed and partially completed articles, work in process and materials purchased or acquired for performance of the Contract. The provisions of this section shall not limit or affect the right of the City to terminate this Contract immediately upon written notice of breach.
9. The City reserves the right to cancel this Contract or any part thereof and reject delivery of goods if delivery is not undertaken and completed when specified and in accordance with specifications. Contractor shall be charged for any direct losses, but not any consequential damages, sustained by the City by reason of such delay or failure, excepting losses caused by a delay for reasons beyond Contractor's reasonable control. Direct losses shall include any costs to the city in excess of the Contract price of obtaining goods from other sources similar to those cancelled or rejected hereunder.
10. The City shall pay to Contractor the price(s) specified in the Contract on delivery of the materials, equipment, supplies or services and acceptance thereof by the City Manager or his designee, or upon completion of the work to be performed and accepted thereof, as specified in the Contract. Defective articles or articles not in accordance with the City's specifications shall be held for Contractor's instructions at Contractor's risk, and if Contractor so directs will be returned at Contractor's expense.
11. No return or exchange of material, equipment or supplies shall be permitted without written approval of the City Purchasing Agent.
12. All royalties for patents, or changes for the use of patents, which may be involved in any article to be furnished under this Contract shall be included in the Contract price.
13. In cases where a price subject to escalation has been agreed upon, the price escalation shall be shown as a separate item on the invoice. Unless an escalator clause has been shown as a specific part of this Contract Contractor shall not be entitled to reimbursement for costs incurred due to escalation.

**CONTRACT – GENERAL CONDITIONS**

14. All materials, supplies and equipment provided under this Contract shall be in full compliance with the Safety Orders and Regulations of the Division of Industrial Safety of the State of California, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations. Contractor shall indemnify and hold the City, its officials, and employees harmless for, of and from any and all loss, including but not limited to fines, penalties and corrective measures, the City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Contract.
15. Contractor shall keep confidential and not disclose to others or use in any way to the detriment of the City confidential business or technical information that the City may disclose in conjunction with this Contract or Contractor may learn as a result of performing this Contract.
16. This Contract shall not be assigned in whole or in part, nor any duties delegated without the City's prior written approval.
17. The remedies herein reserved shall be cumulative and additional to any other remedies at law or in equity. The waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach. The City's failure to object to provisions contained in any communication from Contractor shall not be deemed an acceptance of such provisions or a waiver of the provisions of this Contract.
18. This Contract shall not be amended or modified, except by written agreement signed by the parties and expressly referring to this Contract.
19. Contractor shall indemnify, hold harmless and defend the City, its officials and employees from any damage, claim, loss, cost, liability, cause of action or expense, including reasonable attorney's fees, whether or not reduced to judgment, arising from any infringement or claimed infringement of any patent, trademark or copyright, or misappropriation of confidential information or trade secrets of any third party and based on the manufacture, sale or use of goods, machinery or equipment supplied hereunder.
20. Contractor shall furnish further itemization and breakdown of the Contract price when requested by the City.
21. Contractor, in the performance of any work or the furnishing of any labor under this Contract, shall be considered as an independent contractor. Contractor, his agents and employees shall not be considered as employees of the City.
22. Contractor and subcontractor(s) shall not discriminate against any person in the performance of this Contract and shall comply with applicable federal, state and city equal employment opportunity laws, ordinances, rules and regulations. Contractor and subcontractor(s) shall not discriminate against any employee or applicant for employment or against any subcontractor on the basis of race, color, religion, national origin, sex, sexual orientation, AIDS, HIV status, age, disability, or handicap, subject to federal and state laws, rules and regulations.
23. Contractor shall comply with all applicable federal, state and local laws pertaining to the subject matter hereof.
24. Contractor shall submit samples of all documents that Contractor may require the City to execute to complete this transaction. By accepting these samples as part of the bid or by awarding the Contract to a Contractor who has submitted said samples, the City does not agree to the terms stated in said samples. This Invitation to Bid and Contractor's bid shall take priority over said samples and this Invitation and Contractor's bid shall become the Contract between the City and the Contractor.
25. All quantities stated herein are only ESTIMATES. The City reserves the right to increase or decrease these estimated quantities based on its actual needs and funds available.
26. The City reserves the right to exercise, at its option, an increase in expenditures by ten (10) percent annually, but the City does not guarantee such an increase.
27. Contractor shall cooperate with the City in all matters relating to taxation and the collection of taxes, particularly with respect to the self-accrual of use tax. Contractor shall cooperate as follows: (i) for all leases and purchases of materials, equipment, supplies or other tangible personal property totaling over \$100,000 shipped from outside California, a qualified Contractor shall complete and submit to the appropriate governmental entity the form in Appendix "A" attached hereto; and (ii) for construction contracts and subcontracts totaling \$5,000,000 or more, Contractor shall obtain a sub-permit from the California Board of Equalization for the Work site. "Qualified" means that the Contractor purchased at least \$500,000 in tangible personal property that was subject to sales or use tax in the previous calendar year.

In completing the form and obtaining the permit(s), Contractor shall use the address of the Work site as its business address and may use any address for its mailing address. Copies of the form and permit(s) shall also be delivered to the

**CONTRACT – GENERAL CONDITIONS**

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

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

28. The California Integrated Waste Management Act (Public Resources Code, Sec. 40000 et seq.) requires governmental entities to achieve fifty (50) percent diversion of waste. In conjunction with the City's Integrated Resources Bureau, the City is currently developing an Environmentally Preferable Product (EPP) procurement plan. These guidelines enable the City Purchasing Agent to greatly expand procurement programs by moving beyond a singular consideration of "recycled-content". EPP procurement facilitates the purchase of products that qualify within a broad range of "environmentally preferable" criteria, such as: minimal packaging; energy savings; non-toxic; manufactured from sustainably-harvested materials. Contractor shall monitor products that fall within the EPP guidelines and document all criteria that qualifies the product as an EPP. Documentation from the manufacturer will be acceptable and may be required during the term of the Contract.

29. NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:  
Responses to this Invitation to Bid become the exclusive property of the City of Long Beach. All Bids submitted in response to this Invitation to Bid are a matter of public record and shall be regarded as public records. Exceptions will be only those elements in each Bid that are defined by the Bidder as business or trade secrets and are marked as "Trade Secrets", "Confidential" or "Proprietary".

The City shall not be liable or responsible in any way for disclosure of any records not marked as "Trade Secrets", "Confidential" or "Proprietary". The City shall not be liable or responsible in any way for disclosure of any records so marked if disclosure is deemed to be required by law or by a court order.

30. NOTE: FAILURE TO COMPLY WITH THESE ADDITIONAL CONDITIONS WILL DISQUALIFY A BIDDER. NOTICE OF INTENTION TO APPLY FOR WAIVER OF ALL OR A PORTION OF THESE INSURANCE REQUIREMENTS MUST BE IN COMPLIANCE WITH CITY OF LONG BEACH ADMINISTRATIVE REGULATION 8-27 (AR 8-27). NOTE THAT COMPLIANCE WITH THE CITY'S INDEMNIFICATION IS MANDATORY FOR A RESPONSIVE BIDDER.

**THE FOLLOWING ADDITIONAL CONDITIONS APPLY TO ALL BIDS:**

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

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

**CONTRACT – GENERAL CONDITIONS**

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

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

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

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

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

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

If a court of competent jurisdiction determines that a Claim was caused by the sole negligence or willful misconduct of Indemnified Parties, Contractor's costs of defense and indemnity shall be (1) reimbursed in full if the court determines sole negligence by the Indemnified Parties, or (2) reduced by the percentage of willful misconduct attributed by the court to the Indemnified Parties.

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

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

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

**CONTRACT – GENERAL CONDITIONS**

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

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

Contractor shall list the name and location of the place of business of each Subcontractor who will perform work, labor or services for Contractor, or who specially fabricates and installs a portion of the Work or improvement in an amount in excess of one-half of one percent of Contractor's total contract cost. The Subcontractor list shall be submitted with Contractor's Bid.



SPECIFICATIONS

**1. PROJECT OVERVIEW**

One-time purchase to provide all labor, equipment and materials for the refurbishment / renovation of the properties located at 618 E. Burnett Street and 2383, 2387, 2395, 2400, and 2403 Atlantic Avenue, 90806, in the City of Long Beach, California.

This project is funded by Federal HUD Community Development Block Grants (CDBG). This project is subject to HUD Section 3 and Federal Davis Bacon requirements.

The minimum license requirement is a "B" license.

Please see **Appendix N** for the architectural plans/drawings.

The City, through an architectural firm, estimates the total cost of the construction of this project to be \$192,000.

**2. BID TIMELINE (ALL TIMES LISTED ARE IN PACIFIC DAYLIGHT TIME (PT))**

Bid Release Date:	<u>May 4, 2015</u>
Mandatory Pre-bid Meeting:	<u>May 14, 2015 at 1:30 PM, see below</u>
Questions due:	<u>May 25, 2015 by 4:00 PM</u>
Response from City to Bidder:	<u>June 1, 2015 by 4:00 PM</u>
Bids Due (no late bids will be accepted):	<u>June 19, 2015 by 11:00 AM</u>

**3. MANDATORY PRE-BID CONFERENCE**

A **Mandatory Pre-Bid Conference** shall be held for the purpose of answering questions and to provide information regarding HUD Section 3 and the Davis Bacon requirements. Due to the nature of the scope of work and the specific standards required by the City, **no bid will be accepted from a Bidder who fails to attend the Pre-Bid Conference as scheduled.**

**MANDATORY PRE-BID CONFERENCE SCHEDULE**

Date: May 14, 2015  
Time: 1:30 PM, PDT  
Location: Code Enforcement Division Office  
100 West Broadway, Suite 400  
Long Beach, CA 90802  
(Fourth floor of the Charter College building located on the corner of Broadway and Pacific Ave). Parking is available at the City Hall parking structure on Broadway at Cedar Ave.

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Contact: Buyer, Anne Takii at 562-570-6362  
or Purchasing Main Line at 562-570-6200  
For directions to Pre-bid contact: 562-570-2633

**The Bidder must sign-in at the Pre-Bid Conference to be able to submit a bid.**

Late arrivals to the Pre-bid Conference will not be disqualified; however bidders are responsible for all information provided at the Pre-bid Conference.

Immediately following the mandatory pre-bid conference will be an **Optional Section 3 Workshop**. Bidders may attend this workshop to receive assistance in preparing their Section 3 documents during this workshop.

**4. NON-MANDATORY SITE INSPECTION**

	<b>LOCATIONS</b>
1	618 E. BURNETT STREET
2	2383, 2387, 2395 ATLANTIC AVENUE
3	2400 ATLANTIC AVENUE
4	2403 ATLANTIC AVENUE

Bidders shall examine the location, physical conditions and surroundings of each proposed work site to determine the extent to which these factors will influence or affect performance of work. This shall be done at the bidder's discretion. Failure to inspect sites shall not relieve the Contractor from fulfilling the obligations of the Contract. The City shall assume that bidders have investigated and are satisfied with the expected conditions, quality of the work to be performed, and the requirements of these specifications.

Please include the completed **Appendix G** (Site Examination Certification Form) in the bid package.

**5. BID SUBMISSION INSTRUCTIONS**

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

Additional Document Submittals: Bidders that do not include the items listed below with their bids will be deemed non-responsive and their bids will be rejected.

- Electronic media copy (USB drive, CD or other readable media including Excel file of Appendix A)
- Reference List (Appendix B)
- W-9 Form and Vendor Application (Appendix D)
- Debarment Certification Form (Appendix E)

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- Printout from Secretary of State Website of business entity (Appendix F)
- Site Examination Certificate Form (Appendix G)
- Section 3 Best Effort Submittal Package (Appendix L)
- Equal Benefits Ordinance (EBO) Compliance Form (Appendix I)
- Copy of Contractor's License
- Proof of Insurability
- Financial Statement

Bidders shall submit one (1) original of the bid marked "ORIGINAL" and one (1) copy marked "COPY" and an electronic media copy of the full bid package on a USB flash drive, CD or other readable media device). This electronic copy should be in the form of a PDF readable document. Also included on this same USB flash drive or CD is an Excel-readable file of **Appendix A**. A hard copy shall also be submitted.

All of these items shall be included in a sealed envelope and addressed to:

City of Long Beach  
C/O City Clerk  
Attn: Anne Takii  
333 W. Ocean Blvd., Plaza Level  
Long Beach, CA 90802

Bids shall be clearly labeled in a sealed envelope or box as follows:

**ITB DV-15-106: Commercial Rehabilitation Program - Atlantic Avenue and Burnett Street**

**Bids must be received by 11:00 AM PT, June 19, 2015. Bids that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Bidders may submit their bid any time prior to the above stated deadline.**

All questions must be submitted in writing and emailed to [purchasingbids@longbeach.gov](mailto:purchasingbids@longbeach.gov) attention Anne Takii by the deadline.

**6. REFERENCES**

Bidder shall furnish a list of five (5) current clients, including company or individuals name, street address, telephone number and contact person, for whom Bidder has provided similar rehabilitation services. The City intends to contact these clients to determine contractor reliability, quality, performance and other information. Failure to include client references will result in rejection of bids. See Reference Information form **Appendix B**.

**7. AWARD**

Without limiting the power and authority with which it is vested, the City shall be the sole authority on determining the lowest responsive and responsible bidder, taking into

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consideration the experience of the bidder, references, operations, quality, fitness, capacity, and adaptability in respect to the requirements of these specifications for the services proposed by any bidder hereunder.

The City reserves the right in its sole discretion to increase or decrease the quantities of any item. The City reserves the right to reject at any time any or all bids.

The City reserves the right to verify all information and calculations in the bids, and to make the award to the lowest responsive, responsible bidder thereafter.

**8. RIGHT TO REJECT BID**

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

**To be considered qualified, a bidder must provide information to demonstrate, to the satisfaction of the City, as a minimum, that:**

- A. The Bidder has or is able to obtain adequate financial resources to meet its contractual obligations and has or is able to obtain the ability to maintain such resources for the initial term of the Contract plus all additional terms. See **Section 9** for "Financial Statement".
- B. The City may waive any informality or irregularity in any bid, so long as any such informality or irregularity does not violate any Federal, State or local law or regulation.

**The City may disqualify an otherwise qualified Bidder for reasons including, but not limited to the following:**

- a. Submission of more than one bid for the same services by an individual, firm, partnership, or corporation under the same or different names.
- b. Failure to attend the mandatory Pre-bid Conference.
- c. The City reserves the right to reject any bid that appears to be unreasonably low for the work to be performed.

**9. FINANCIAL STATEMENT**

Bidder shall furnish the most recent and complete financial statement of Bidder's current assets, liabilities, and net worth. This section of the bid shall be clearly labeled as "CONFIDENTIAL."

**10. CONTRACT**

The company awarded will enter into a Contract with the City of Long Beach. Please find a sample of the Pro-forma agreement (Appendix M). This does not need to be submitted with the bid document.

**11. BID PROTEST PROCEDURES**

**Who May Protest**

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

**Time for Protest**

A bidder desiring to protest a bid shall file the protest within five (5) business days following the date on which bids were opened. The Business Services Bureau Manager must receive the protest by the close of the business on the fifth (5<sup>th</sup>) business day following the bid opening.

**Form of Protest**

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

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

The Business Services Bureau Manager or designee will respond, by e-mail or regular mail to the addresses provided in the protest, with a decision regarding the protest within ten (10) business days following receipt of the protest or, if applicable, the receipt of requested additional information.

The decision of the Business Services Bureau Manager shall be final and conclusive.

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

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**12. CONTRACT PERIOD**

The contract period shall be for a period of one year dated from the notice to proceed.

**13. BLANKET PURCHASE ORDER(BPO)/BLANKET RELEASE (PURCHASE ORDER)**

A Blanket Purchase Order (BPO) will be sent to the Contractor by the City Purchasing Agent. City personnel authorized to make releases (purchase orders) against the BPO will be indicated on the BPO. Shipment and/or services shall be made against the BPO release number. Releases shall be allowed only if the appropriate BPO number is indicated on the BPO release issued by authorized personnel in the Department. The Contractor must reference BPO release number (purchase order) and not the BPO number on all invoices.

**14. BILLING/INVOICING REQUIREMENTS**

The Contractor/Supplier shall provide either an electronic invoice (preferred) or a hard copy invoice to the City with each billing. To ensure payment is processed in a timely and efficient manner, all invoices shall be submitted either via email or mailed directly to the City Department billing address specified in the purchase order. If the purchase order does specify a department billing address, the Contractor shall be responsible for contacting the Department that placed the order to obtain the correct "Bill To" address.

The Contractor shall submit upon completion of each order an invoice describing each service or items purchased. Itemization of invoices to include a detailed, description/summary of product or service performed (such as type of work performed, list of vehicle/materials with part numbers, labor hours charged listing tasks performed, authorizing authority of purchase, and the release purchase order number) and all applicable taxes on all invoices.

**FOR PROGRESS PAYMENT BILLINGS, PAYMENT SHALL BE BASED ON A MONTHLY SUMMARY INVOICE.**

The Contractor shall submit via email (preferred) or mail a Monthly Summary Invoice directly to the City Department contact at the "Bill To" address specified in the agreement. At a minimum, Monthly Summary invoices shall be prepared on the Contractor's business stationery and shall be submitted by the seventh working day of each calendar month for orders completed during the previous month and that month only. It shall list the Contractor's individual invoice number(s) and cost for each invoice, along with a total cost for the month. One copy of the individual invoices in numeric sequential order shall correspond to the monthly summary invoice listing order exactly.

**The City will inspect summary invoice costs, after which the City shall process the monthly summary invoice for payment.**

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The Contractor shall not invoice for goods, materials, or supplies before merchandise has been shipped or delivered. Payment will not be authorized until merchandise has been received.

*Progress Payments shall be made in several installments according to mutually agreed upon progress until 100% with a 15% retention until the project has been signed off as complete.*

**15. VENDOR CONTACT INFORMATION**

Name of a person that will be the City's contact for order placement, order problems or special needs, etc (must have a person's name).

Contact Name: Renee Soto  
Contact Direct Phone: 562 762-6632  
Contact Cell: 562-762-6632  
Contact Fax: —  
Contact E-mail: coram.construction@yahoo.com

**BILLING CONTACT:**

Contact Name: Renee Soto  
Contact Direct Phone: 562 762-6632  
Contact Cell: 562-762-6632  
Contact Fax: —  
Contact E-mail: coram.construction@yahoo.com

**16. EQUAL BENEFITS ORDINANCE**

The City of Long Beach's Equal Benefits Ordinance (EBO) shall apply to this bid. EBO is only applicable to bids for over \$100,000. Please visit the City's website of [http://www.longbeach.gov/finance/business\\_relations/default.asp](http://www.longbeach.gov/finance/business_relations/default.asp) for additional details, or to obtain a copy of the ordinance. See Appendix I.

**17. SMALL BUSINESS ENTERPRISE (SBE) CERTIFICATION - EXEMPT**

SBE Certification shall not apply to this project. There is a zero percentage SBE Goal associated with this request. See Appendix C.

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**18. LOCAL PREFERENCE - EXEMPT**

Local Preference shall not apply to this project, as there is grant funding.

**19. REGISTRATION WITH CALIFORNIA SECRETARY OF STATE WEBSITE**

Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:

<http://www.sos.ca.gov>. See Appendix F. Please include a printout of your business entity from the website.

**20. INSURANCE**

The Contractor shall submit proof of insurability from an insurance company with an A:8 rating {as specified in City AR 8-27} from A.M. Best Company with bid. Failure to submit this proof will disqualify the bid. Insurance will be required within ten (10) working days from notice of award.

See page 9 paragraph 30 for requirements.

**21. BOND PROVISIONS**

**FAITHFUL PERFORMANCE BOND**

The successful bidder shall submit a Faithful Performance Bond for 100 percentage of cost of bid. The successful bidder shall only be required to submit bond if award is made and notice is given from the City. The cost of the bond shall be included in the bid, and in the successful bidder's invoice. The bond will be issued to the City Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Bond shall be submitted upon forms included herein or secured at the Office of the City Purchasing Agent (address above). The successful bidder shall use only the bond form supplied by the City. See Appendix J.

**Sureties that are not listed in the latest revision of the United States Department of the Treasury Circular 570 shall nevertheless be admitted to issue bonds in the State of California.**

**Bond Instructions**

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



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

**22. ADDITIONAL REQUIREMENTS FROM FUNDING SOURCE**

Any Contract arising from this procurement process may be funded in whole or in part by various granting entities. Pursuant to said grants, the Awarded Consultant is required to comply with (and to incorporate into its agreements with any sub-consultants) the following provisions in the performance of the Contract, as applicable.

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

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

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

**COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** – The Awarded Vendor shall comply with the requirements of §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C §§ 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5).

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

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**COMPLIANCE WITH DAVIS-BACON ACT** – The Awarded Vendor shall comply with the requirements of the Davis-Bacon ACT (40 U.S.C. §§ 276 to 276-a7) as supplemented by Department of Labor regulations (29 CFR Part 5) where applicable and shall provide the City with all applicable payroll records on a weekly basis.

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

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

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

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

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

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

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

**NONDISCRIMINATION; EQUAL EMPLOYMENT OPPORTUNITY** - The Awarded Vendor hereby assures the City that in performing its obligations pursuant to the Contract, it will comply with all applicable nondiscrimination requirements as set forth in 44 CFR Part 13.36. In addition, the Awarded Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Opportunity Employment," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60), and where applicable to the nondiscrimination provisions of the Omnibus Crime Control and Safe Street Acts of 1968 (42 U.S.C. § 3789d), the Victims of Crimes Act (42 U.S.C. § 10604(e)), the Juvenile Justice and Delinquency Prevention Act (42 U.S.C. § 5672(b)), the Civil Rights Act of 1964 (42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (29 U.S.C. § 794), the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12131-34), the Education Amendments of 1972 (20 U.S.C. §§ 1681, 1683, 1685-86), and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07), see Executive Order 13279 (equal protection of the laws for faith-based and community organizations). This provision must be incorporated by Awarded Vendor into any subcontract exceeding \$10,000.

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

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

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

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

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

**23. PERMITS, LICENSES, AND CERTIFICATES**

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

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

The Contractor shall immediately inform the City of any investigation, citation or legal action by any state, regional or federal regulatory agency in any way related to the storage, collection, composting, re-use, transfer, or disposal of any green waste, and further, shall defend, indemnify and hold harmless the City, its officials and employees from any claim demand, liability, damage, cause of action, or loss, including but not limited to attorney's fees, court costs, fines, penalties and corrective measures, that the City may sustain by reason of the Contractor's failure or alleged failure to comply with any state, regional, or federal law or regulation.

The Contractor shall be responsible for the proper disposal of all byproducts, remainder and waste resulting from its services, including, but not limited to, proper storage, handling, transportation, and final disposal at a properly-licensed facility.

The Contractor shall follow the City's Policy on Construction & Demolition Recycling. Please reference City's Demolition Debris Recycling (C&D) Program at for more information:

[http://www.lbds.info/planning/advance\\_planning/green\\_building/default.asp#cd](http://www.lbds.info/planning/advance_planning/green_building/default.asp#cd)

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24. LICENSE INFORMATION:

Minimum license requirement is a California Contractor "B" License. The undersigned hereby declares that he is a contractor and has been in business for 10 years; has a valid state of California contractor's license sufficient to qualify as contractor in this case and a current city of Long Beach business license following a notice of award; and will obtain all required permits. Failure to include this information will void the bid.

California Contractors License Number 928805 expires: 2/28/2017

Classification Number: B C33

\*\* Long Beach business license number: \_\_\_\_\_  
 (Required for issuance of a purchase order)

25. WORK AND WORKMANSHIP

The Contractor shall provide administration, and management necessary to provide repair, refurbishment, construction, and related services as ordered.

The Contractor shall insure that all work meets, or exceeds, critical reliability rates or tolerances applicable.

The Contractor shall thoroughly complete each task in a professional and workmanlike manner, and shall use quality equipment and materials that comply with all current regulations. The safety of workers, passersby, and the public shall be paramount.

26. QUALITY OF WORK AND MATERIAL

The Contractor shall employ only orderly and competent workers, skillful in the performance of the type of work required and agrees that, whenever the City informs the Contractor in writing that any workers on the site are incompetent or disorderly, such worker shall be discharged from the job site and shall not again be employed on the projects without the City's written consent.

All materials, parts and equipment furnished by the Contractor shall be new, first quality and free from defects and imperfections. Workmanship shall be in accordance with minimum standards.

27. PREVAILING WAGE (FEDERAL DAVIS BACON REQUIREMENTS)

Federal Davis Bacon requirements shall apply to this project. For more information about Davis Bacon, please see the HUD Guidebook, Making Davis-Bacon Work: A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects at: <http://www.dol.gov/whd/recovery/pwr/toc.htm>

This requirement shall supersede any requirements on page 5 Section 11. "*PUBLIC WORK AND PREVAILING WAGES*".

**28. FEDERAL GRANT REQUIREMENTS (HUD FUNDED PROJECTS)**

**HUD Funded Projects**

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

Contractor shall comply with Section 3 of the Housing and Urban Development (HUD) Act of 1968 and its regulations at 24 CFR Part 135 as well as with the City of Long Beach's Section 3 Policy..

Contractor shall comply with Title 31 U.S.C. Sec. 1352 – "Limitation On Use Of Appropriated Funds To Influence Certain Federal Contracting And Financial Transactions (Over \$100,000)". Contractor and its subcontractors must certify that they will not expend funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action including the:

- a) Awarding of any Federal contract
- b) Making of any Federal grant
- c) Making of any Federal loan
- d) Entering any cooperative agreement
- e) Extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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

Contractor shall comply with lobbying activities provisions of section 319 of the Department of Interior and Related Agencies Appropriation Act for Fiscal Year 1991, 31 U.S.C. 1352 (the Byrd Amendment), implemented in HUD regulations at 24 CFR Part

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87 and to the provisions of the Lobbying Disclosure Act of 1995, P.L. 104-65 (December 19, 1995).

**HUD SECTION 3 PROJECT INFORMATION**

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

Vendors shall complete and include Appendix L (Section 3 Best Effort Submittal Package) with their bid submittal.

**29. DAMAGE CAUSED BY THE CONTRACTOR**

If the Contractor, its employees, subcontractors, or anyone performing work under the Contract on the Contractor's behalf causes damage, then the Contractor shall repair such damage at its own cost within a reasonable time or the City may repair or cause the repair of such damage and the cost thereof shall be deducted from monies due to the Contractor from the City.

**30. CLEAN UP**

The Contractor shall, at the end of each workday, clean the site of all rubbish. Any unused materials or equipment incidental to the work shall be stored in a protected and safe manner approved by the City, or removed from the site.

After the work is complete, the entire area shall be cleaned of rubbish and excess materials and left in a condition acceptable to the City.

SPECIFICATIONS

**31. TIME OF PERFORMANCE**

Time is of the essence in the performance of the Contractor's obligations for the project. The Contractor shall perform the work at such time and in such manner that substantial completion of the project shall occur within three (3) months from the date of the Notice to Proceed. Failure to complete the project within the mutually agreed upon time limit specified in the Notice to Proceed will subject the Contractor to liquidated damages.

**32. LIQUIDATED DAMAGES**

Time is of the essence in completion of the project. If the Contractor fails to complete the work in the time specified on the Notice to Proceed and the Contractor has not previously obtained a written extension of time from the City a sum of two hundred fifty dollars (\$250.00) per day will be deducted from payment requests.

**33. CONSTRUCTION REQUIREMENTS**

All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements.

**34. DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) COMPLIANCE**

This project is a public work and subject to the following:

No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractors are further cautioned that certified payrolls shall be submitted electronically directly to the Department of Industrial Relations.



APPENDICES

APPENDIX A: BID SECTION

This project shall be FOB Destination City of Long Beach.

Vendor Name: CORRAL CONSTRUCTION & DEVELOPMENT

Payment terms: Progress payments  
Net 30 DAYS

Delivery: 3 months Days from Notice to Proceed.

**APPENDIX B**

**REFERENCES**



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

Reference Information Form

Client/Contractor Name CITY OF LONG BEACH  
 Project Manager/Contact Name WALTER BEAUMONT E-mail WALTER.BEAUMONT@LONGBEACH.GOV Ph. No. 562 570-5039  
 Address 1234 LONG BEACH BLVD  
 Project Description COMMERCIAL FACADE PROJECT  
 Project Dates (Start and End) 12/2014-6/2015 Contract Term(s) \_\_\_\_\_ Contract Amount 400,000

Client/Contractor Name LA COUNTY COMMUNITY DEVELOPMENT COMMISSION  
 Project Manager/Contact Name CITEN KAO E-mail CITEN.KAO@LACDC.ORG Ph. No. 626 437 3967  
 Address SUNSON & OVERHILL  
 Project Description COMMERCIAL FACADE PROJECT  
 Project Dates (Start and End) 4/2014-9/2014 Contract Term(s) \_\_\_\_\_ Contract Amount 200,000

Client/Contractor Name CITY OF CARSON  
 Project Manager/Contact Name DON KNECHTEL E-mail DKNECHTEL@CARSON.CA.US Ph. No. 310 952-1700 x11305  
 Address CARSON STREET FACADES  
 Project Description COMMERCIAL FACADE PROJECT  
 Project Dates (Start and End) 2014 Contract Term(s) \_\_\_\_\_ Contract Amount 200,000

Client/Contractor Name CITY OF GLENDORA  
 Project Manager/Contact Name JASON ROCHERSON E-mail JROCHERSON@CI.GLENDORA.CA.US Ph. No. 626 374-5336  
 Address 600 E GLADSTONE ST. GLENDORA, CA 91740  
 Project Description GLADSTONE PARK REMODEL  
 Project Dates (Start and End) 2013 Contract Term(s) \_\_\_\_\_ Contract Amount 200,000

Client/Contractor Name LA COUNTY SANITATION DISTRICTS  
 Project Manager/Contact Name JOHN WILCOX E-mail JWILCOX@LACSD.ORG Ph. No. 562 903-4288 x1801  
 Address 1955 WORKMAN MILL ROAD, WHITTEE, CA 90601  
 Project Description REMODEL  
 Project Dates (Start and End) 2013 Contract Term(s) \_\_\_\_\_ Contract Amount 120,000

**APPENDIX D**

**W-9/VENDOR APPLICATION**

**(W-9 Form shall be signed and dated  
Form-fillable template available at:  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>)**

**(Vendor Application Form is for internal City use only)**

# Request for Taxpayer Identification Number and Certification

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**CORAL CONSTRUCTION & DEVELOPMENT INC.**

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:  
 Individual/sole proprietor or single-member LLC  
 C Corporation  
 S Corporation  
 Partnership  
 Trust/estate  
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ \_\_\_\_\_  
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.  
 Other (see instructions) ▶ \_\_\_\_\_

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  
 Exempt payee code (if any) \_\_\_\_\_  
 Exemption from FATCA reporting code (if any) \_\_\_\_\_  
 (Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)  
**5211 E. WASHINGTON BLVD #2-122**

6 City, state, and ZIP code  
**Commerce CA 90040**

7 List account number(s) here (optional)

Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				
OR				
Employer identification number				
<table border="1" style="width: 100%; height: 20px;"> <tr> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> <td style="width: 25%;"></td> </tr> </table>				

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

**Sign Here**      Signature of U.S. person ▶ *[Signature]*      Date ▶ **6/19/15**

**General Instructions**

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

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

**Purpose of Form**

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

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

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

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

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

By signing the filled-out form, you:

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

VENDOR APPLICATION FORM

Company Name (same as line 1 on W9): CORRAL CONSTRUCTION & DEVELOPMENT  
DBA Name (same as line 2 on W9): \_\_\_\_\_ leave blank if not applicable  
Federal Tax ID Number (or SSN): \_\_\_\_\_ required (this number is a fed tax id:  ssn:  )  
Web Address: \_\_\_\_\_ leave blank if not applicable

Purchase Order Address: 5211 E WASHINGTON BLDG #2-122  
Attn: \_\_\_\_\_  
City: Commerce  
State: CT Zip Code: 90040  
Contact Name: RENEE SOTO  
E-mail: CORRAL-CONSTRUCTION@YAHOO.COM  
Phone Number: 562 702 6032 i.e. 562-555-1234  
Fax: \_\_\_\_\_ i.e. 562-555-5678  
Toll Free: \_\_\_\_\_ i.e. 800-555-2468

If 'remit to' address is the same as the purchase order address; put SAME in first box only.

'Remit to' Address: Same  
Attn: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ i.e. 562-555-1234  
Fax: \_\_\_\_\_ i.e. 562-555-5678  
Toll Free: \_\_\_\_\_ i.e. 800-555-2468

Type of Ownership: Individual Partnership Corporation  LLC Nonprofit Government

Composition of Ownership (At least 51% of ownership of the organization) (check all that apply)  
MBE WBE Local DBE Certified SBE Certified Micro

State certification number: \_\_\_\_\_

**APPENDIX E**

**DEBARMENT CERTIFICATION**

## Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification

Please read Acceptance of Certification and Instructions for Certification before completing

As a current or potential vendor for the City of Long Beach (City) your firm, through its business relationship with the City, may be the recipient of federal grant funds. As such, the City is required to document that neither your business entity or organization, nor any of your principals are debarred, suspended, ineligible, or have voluntarily been excluded from receiving federal grant funds. Consistent with Executive Order No. 12549 Title 2 CFR Part 180 Subpart C, all potential recipients of federal grant funds are required to comply with the requirements specified below. By submission of proposal/bid/agreement, the undersigned, under penalty of perjury, certifies that the participant, nor any of its principals in the capacity of owner, director, partner, officer, manager, or other person with substantial influence in the development or outcome of a covered transaction, whether or not employed by the participant:

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

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

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

CORAL CONSTRUCTION & DEVELOPMENT INC.

Business/Contractor/Agency

RENÉE SOTO

VP

Name of Authorized Representative

Title of Authorized Representative

r20141001



**APPENDIX F**

**Please provide print out showing your business is registered with the California Secretary of State.**

**Awarded vendors/contractors must be registered with the California Secretary of State prior to contract execution. For more information, please consult:**

**[www.sos.ca.gov/](http://www.sos.ca.gov/)**

**See website location attached**

**Note: Individual and sole proprietor businesses are exempt.**

**Business Entities (BE)**

- Online Services
  - E-File Statements of Information for Corporations
  - Business Search
  - Processing Times
  - Disclosure Search
- Main Page
- Service Options
- Name Availability
- Forms, Samples & Fees
- Statements of Information (annual/biennial reports)
- Filing Tips
- Information Requests (certificates, copies & status reports)
- Service of Process
- FAQs
- Contact Information
- Resources
  - Business Resources
  - Tax Information
  - Starting A Business
- Customer Alerts
  - Business Identity Theft
  - Misleading Business Solicitations

**Business Entity Detail**

Data is updated to the California Business Search on Wednesday and Saturday mornings. Results reflect work processed through Tuesday, June 16, 2015. Please refer to **Processing Times** for the received dates of filings currently being processed. The data provided is not a complete or certified record of an entity.

Entity Name:	CORRAL CONSTRUCTION & DEVELOPMENT INC.
Entity Number:	C3132779
Date Filed:	09/24/2008
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	5211 E. WASHINGTON BLVD #2-122
Entity City, State, Zip:	COMMERCE CA 90040
Agent for Service of Process:	RENEE SOTO
Agent Address:	5211 E. WASHINGTON BLVD #2-122
Agent City, State, Zip:	COMMERCE CA 90040

- \* Indicates the information is not contained in the California Secretary of State's database.
- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
  - For information on checking or reserving a name, refer to **Name Availability**.
  - For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
  - For help with searching an entity name, refer to **Search Tips**.
  - For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

[Modify Search](#) [New Search](#) [Printer Friendly](#) [Back to Search Results](#)

**APPENDIX G**

**SITE EXAMINATION CERTIFICATION FORM**

**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 a successful Bidder of this obligation to furnish all material and labor necessary to carry out the provisions of this Contract.

Each Bidder shall examine the site(s) for the Work described herein to its satisfaction. Bidders shall have the option to attend non-mandatory inspections of the building and sites.

This is to certify that I have examined the subject buildings and sites to my satisfaction and the bid is complete and there will be no additional payment for failure to examine the building(s) and site(s) thoroughly.

Date of Site Examination Company

Michael Salo

\_\_\_\_\_  
Name of Company Representative

Printed



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

6/18/2015

\_\_\_\_\_  
Date

**APPENDIX I**

**EQUAL BENEFITS ORDINANCE FORM**

## **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 is 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: PENESE SOTO Title: VP

Signature:  Date: 6/19/15

Business Entity Name: Coram Construction & Development Inc

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

**Section 1. CONTRACTOR/VENDOR INFORMATION**

Name: COERAL CONSTRUCTION DEVELOPMENT INC Federal Tax ID No. \_\_\_\_\_  
Address: SUITE 5 WASHINGTON BLVD #2-122  
City: Commerce State: CA ZIP: 90040  
Contact Person: RENEE SOTO Telephone: 562 762 6632  
Email: COERAL.CONSTRUCTION@Yahoo.com Fax: \_\_\_\_\_

**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 of purchase order with the City.

Executed this 19 day of JUNE, 2015, at COMMERCE, CA

Name PENESE SOTO Signature [Signature]

Title VP Federal Tax ID No \_\_\_\_\_

**APPENDIX L**

**SECTION 3 BEST EFFORT SUBMITTAL PACKAGE**



## BEST EFFORT SUBMITTAL PACKAGE

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

# COVER SHEET

Submitted by

Developer/Contractor: CORRAL CONSTRUCTION

Project: Commercial Rehab

ATLANTIC & BURNETT

1. ATTACHMENT B – HUD SECTION 3 AFFIDAVIT
2. ATTACHMENT I: CONTACT LOG – BUSINESSES  
SECTION 3 BUSINESSES LOCATED ON OUR WEBSITE AT: [HTTP://WWW.LONGBEACH.GOV/PURCHASING/HUD.ASP](http://www.longbeach.gov/purchasing/hud.asp)
3. ATTACHMENT I: CONTACT LOG – OUTREACH AGENCIES
4. ATTACHMENT J: BUSINESS INFORMATION FORMS FOR THE PRIME CONTRACTOR AND ALL LISTED SUBCONTRACTORS (IF NOT AVAILABLE WITH BID DOCUMENTS, IT MUST BE RECEIVED BY THE CITY BY 10:00 A.M. OF THE NEXT WORKING DAY)
5. APPENDIX: ALL DOCUMENTATION PROVING CONTACTS WERE MADE. THIS **SHOULD** INCLUDE THE FOLLOWING:
  - Fax Confirmation Sheets
  - Copies of Metered Envelopes
  - Copies of Registered Mail Receipts
  - Sent Email Confirmation printouts



# CITY OF LONG BEACH HUD SECTION 3 AFFIDAVIT

This document is to be completed by the contractor and submitted with all documents. It is to be completed and submitted by the contractor with the contract documents.

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

I, THE UNDERSIGNED

RENEE SOTO  
OFFICER OR AUTHORIZED  
AGENT OF COMPANY  
(PRINT NAME)

VP  
SIGNATURE'S TITLE

Renee Soto  
SIGNATURE

PROJECT NAME:

COMMERCIAL REHAB-ATLANTIC / BUENETTI

COMPANY NAME:

ADDRESS:

Corral Construction #928805  
5211 E. Washington Blvd. 2-122  
Commerce, CA 90040  
562-762-6632 > CODE

TELEPHONE NUMBER:

( ) corral.construction@yahoo.com

E-MAIL ADDRESS:

DATE:

6/19/15

**ATTACHMENT B**



# THE CITY OF LONG BEACH HUD SECTION 3 BUSINESS INFORMATION FORM

**PRIME CONTRACTOR:** This form must be completed and returned with the contract documents. **Subcontractors to the Prime:** If you qualify with the documents, this form must be completed by the City at the contractor's expense.

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

COMPANY  
NAME:

\_\_\_\_\_ Corral Construction #928805 \_\_\_\_\_

ADDRESS:

\_\_\_\_\_ 5211 E. Washington Blvd. 2-122 \_\_\_\_\_  
\_\_\_\_\_ Commerce, CA 90040 \_\_\_\_\_

CITY:

\_\_\_\_\_ 562-762-6632 \_\_\_\_\_  
\_\_\_\_\_ corral.construction@yahoo.com \_\_\_\_\_

STATE:

ZIP CODE:

TELEPHONE: ( ) \_\_\_\_\_

FORM COMPLETED BY:

\_\_\_\_\_ *Renee Soto* \_\_\_\_\_

SERVICE OR PRODUCT:

\_\_\_\_\_ *Construction* \_\_\_\_\_

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

YES  NO

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

YES  NO

SIGNATURE


\_\_\_\_\_ *Renee S* \_\_\_\_\_

DATE

\_\_\_\_\_ *6/19/15* \_\_\_\_\_

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

ATTACHMENT J

  
State Of California  
**CONTRACTORS STATE LICENSE BOARD**  
ACTIVE LICENSE

License Number  
**928805**

Business Name  
**CORRAL CONSTRUCTION & DEVELOPMENT INC**

Entity  
**CORP**

Classification  
**B C33**

Expiration Date  
**02/28/2017**



[www.csfb.ca.gov](http://www.csfb.ca.gov)



City of Long Beach

Department of Financial Management  
Purchasing Division  
333 W Ocean Blvd. 7<sup>th</sup> floor, Long Beach, California 90802  
p 562.570.6200

5/29/15

## NOTICE TO BIDDERS

### ADDENDUM NO. 1: Q & A

ITB DV15-106 Commercial Rehabilitation Program—Atlantic Avenue & Burnett Street

**The acknowledgement at the end of this document needs to be signed and included with your proposal.**

1. Q: What is the retention percentage on the project?

A: Each progress payment has a 5% retention.

2. Q: Is a City of Long Beach Business License required?

A: The Contractor is required to have a business license prior to starting work on the project; however, it is not required in your bid. It is advisable to be aware of the cost of obtaining a business license. For more information, please contact the Business License Division at 562-570-6211; email [lbiz@longbeach.gov](mailto:lbiz@longbeach.gov); or visit the City's website at: [http://www.longbeach.gov/finance/business\\_license/default.asp](http://www.longbeach.gov/finance/business_license/default.asp)

Once a Notice of Intent to Award has been posted on the City's website, the Contractor can proceed to apply for a business license. Proof of an active business license, along with insurance and bonds, shall be required prior to the purchase order being issued.

3. Q: Asbestos/Lead Based Paint testing, has this been completed? Is the Contractor responsible?

A: No, asbestos/lead based paint testing has not been completed. The Contractor will not be responsible for the presence of asbestos/lead based paint. However, the City may ask the Contractor to incorporate lead-safe work practices (contain the work area, minimize dust and clean up thoroughly).

4. Q: The offsite work in the public right of way, i.e., the sidewalk work - is the Contractor responsible?

A: No. The City will arrange a separate contract for the offsite work.

5. Q: Are there SBE, WBE/DBE requirements?

A: The City of Long Beach tracks information regarding companies that are Minority-owned businesses (MBEs), Women-owned business (WBEs), Small Business and local businesses (located in Long Beach), but this bid is based on the lowest responsible bid. Since Section 3 applies, there is no Small Business goal associated with this bid.

6. Q: Should permit fees be included in the bid?

A: No, the Contractor is required to pull permits, however, the City will pay the permit fees.

7. Q: Is there an estimate for the permit fees?

A: The City will pay permit fees.

8. Q: Is pedestrian protection required?

A: Pedestrian protection is required where necessary. The pedestrian protection is required for the Liquor Store, Beauty Salons, and Medical Clinic. For the Liquor Store and Medical Clinic, pedestrian protection will be required on Burnett Street and Atlantic Avenue. For the Beauty Salons, pedestrian protection will be required on Atlantic Avenue.

9. Q: What is the payment schedule for this project? Will there be progress payments or just one payment upon completion of the project?

A: Progress payments will be made based on the percentage of completion.

10. Q: The seafood restaurant, do you have a source for the sea creature plant-ons?

A: Per Sheet A-3.2 of Appendix N, Island Life Metal Works is listed as a manufacturer. The Contractor may use other sources if the items match what is described in the drawings.

11. Q: The liquor store frontage on Burnett Street shows murals in a frame, is the Contractor required to paint the murals?

A: No, the Contractor is not required to paint murals. As indicated on the Burnett Street elevation, the framed stucco will serve as a canvas on which a mural will be painted at a future time.

12. Q: The metal panels on the Medical Office Building - are we required to use the source cited in the plans?

A: No, there are numerous fabricators that can be contacted. The Architect will supply an electronic full-size image for the selected Contractor's use.

13. Q: Is there a payment bond required for this project?

A: Yes, a Labor & Materials Bond (i.e. Payment Bond) will need to be submitted on the City's bond form (attached) along with a Faithful Performance Bond (see Appendix J). The bonds will be required after the City issues a Notice of Intent to Award and prior to a purchase order being issued. Please include the information regarding the dollar amount and percentage of your bond, insurance, and tax into Appendix A. (The bid form was labeled as "Attachment A" but it is actually "Appendix A".) Please see #17 for additional information.



14. Q: What Section 3 documentation do I need to include with my bid?

A: Please refer to Appendix L- Section 3 Best Effort Submittal Package of the Invitation to Bid for Section 3 documents that need to be submitted with your bid. The Best Effort Submittal Package must be turned in with your bid. It should be completed and signed for yourself as the prime Contractor (Appendix L).

To assist in your search for businesses that meet HUD Section 3 certification, the City has a "Certified HUD Section 3 Businesses" link on the City's website:

<http://www.longbeach.gov/purchasing/hud.asp>

15.Q: When do I need to submit information about my subcontractors in the bid?

A: Your Appendix L Best Effort Submittal Package needs to be submitted for your subcontractors no later than Monday, June 22, 2015 by 11:00 AM. The information can be sent by email to [PurchasingBids@longbeach.gov](mailto:PurchasingBids@longbeach.gov).

16.Q: What is the contingency for this project?

A: 15%

17. There has been a change made to the bid document. There will also be required a Labor & Materials bond for this project.

A Labor & Materials bond will need to be submitted on the City's bond form (attached). The successful bidder shall submit a Labor and Materials Bond for 100 percent of cost of bid if the total bid amount is more than \$25,000. Successful bidder shall only be required to submit bond if award is made and notice given by the City. The bond will be issued to the City of Long Beach, Purchasing Division, Long Beach City Hall, 333 West Ocean Blvd., 7<sup>th</sup> Floor, Long Beach, California 90802 and shall be submitted within ten (10) calendar days after notice of award. The Labor & Materials bond does not need to be submitted with your bid. (See attached form)

18. I would like to know the payment schedule for this project (ITB-DV15-106). Would there be a progress payment made or just a payment at completion of the project?

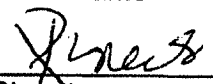
A: Please refer to Question 9.

Prepared By: Anne Takii Date: May 18, 2015  
Buyer I

Acknowledged By: CORRA CONSTRUCTION + DEVELOPMENT  
Company Name

RENEE SOTO  
Print Name

VP  
Title

  
Signature

6/19/15  
Date

**ATTACHMENT A - BID FORM ITB DV15-106**

	Amount	Notes
<b>2403 Atlantic Avenue</b>		
Materials	\$ 30,000.00	
Labor	\$ 25,000.00	
Subtotal Construction	\$ 55,000.00	
Bonds, Insurance, Tax	\$ 3,500.00	
Contractor Overhead and Profit	\$ 6,850.00	
Project Cost Subtotal	\$ 65,350.00	
Add Alternate (if applicable)	\$ -	
<b>Grand Total</b>	<b>\$ 65,350.00</b>	

Bonds, Insurance, Tax %  
 Contractor Overhead and Profit %

	6%
	12%

**ATTACHMENT A - BID FORM ITB DV15-106**

	Amount	Notes
<b>2400 Atlantic Avenue</b>		
Materials	\$ 16,500.00	
Labor	\$ 14,500.00	
<b>Subtotal Construction</b>	<b>\$ 31,000.00</b>	
Bonds, Insurance, Tax	\$ 2,000.00	
Contractor Overhead and Profit	\$ 3,850.00	
<b>Project Cost Subtotal</b>	<b>\$ 36,850.00</b>	
Add Alternate (if applicable)	\$ -	
<b>Grand Total</b>	<b>\$ 36,850.00</b>	

Bonds, Insurance, Tax %  
Contractor Overhead and Profit %

6%
12%

**ATTACHMENT A - BID FORM ITB DV15-106**

2383, 2387, & 2395 Atlantic Avenue	Amount	Notes
Materials	\$ 35,000.00	
Labor	\$ 24,000.00	
Subtotal Construction	\$ 59,000.00	
Bonds, Insurance, Tax	\$ 3,750.00	
Contractor Overhead and Profit	\$ 7,350.00	
Project Cost Subtotal	\$ 70,100.00	
Add Alternate (if applicable)		
<b>Grand Total</b>	<b>\$ 70,100.00</b>	

Bonds, Insurance, Tax %	6%
Contractor Overhead and Profit %	12%

**ATTACHMENT A - BID FORM ITB DV15-106**

<b>618 E. Burnett Street</b>	<b>Amount</b>	<b>Notes</b>
Materials	\$ 16,500.00	
Labor	\$ 15,000.00	
<b>Subtotal Construction</b>	<b>\$ 31,500.00</b>	
Bonds, Insurance, Tax	\$ 2,000.00	
Contractor Overhead and Profit	\$ 3,900.00	
<b>Project Cost Subtotal</b>	<b>\$ 37,400.00</b>	
Add Alternate (if applicable)	\$ -	
<b>Grand Total</b>	<b>\$ 37,400.00</b>	

Bonds, Insurance, Tax %	6%
Contractor Overhead and Profit %	12%

EXHIBIT "B"

Workers' Compensation Certification

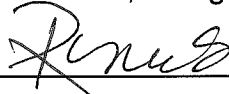
**WORKERS' COMPENSATION CERTIFICATION**

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

Contractor's Name:

CORRAL CONSTRUCTION & DEVELOPMENT INC

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



Title: VICE PRESIDENT

Date: 8/14/15

**EXHIBIT "B"**

EXHIBIT "C"  
Insurance  
Information Sheet



INFORMATION TO COMPLY WITH LABOR CODE SEC. 2810

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

1) Workers' Compensation Insurance:

- A. Policy Number: 903611813
- B. Name of Insurer (NOT Broker): STATE FUND
- C. Address of Insurer: P.O. Box 8192, Pleasanton, CA 94588
- D. Telephone Number of Insurer: 888 782-8338

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

- A. VIN (Vehicle Identification Number): 1GTR1TE40E2335749
- B. Automobile Liability Insurance Policy Number: 24CC25720970
- C. Name of Insurer (NOT Broker): General Ins. Company of America
- D. Address of Insurer: 175 Berkeley St. Boston, MA 02116
- E. Telephone Number of Insurer: 800 332 3226

3) Address of Property used to house workers on this Contract, if any: \_\_\_\_\_  
NONE

4) Estimated total number of workers to be employed on this Contract: 4

5) Estimated total wages to be paid those workers: 75000

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: 0

8) Taxpayer's Identification Number: 26-3252945

# EXHIBIT “D”

List of Subcontractors:



# APPENDIX "A"

*\*This Does Not Apply to us we pay taxes directly to vendors we use*  
 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.

LABOR AND MATERIAL BOND

KNOW ALL MEN BY THESE PRESENTS: That we, CORRAL CONSTRUCTION & DEVELOPMENT INC., a California corporation, as PRINCIPAL and The Ohio Casualty Insurance Company (Address below), a corporation, incorporated under the laws of the State of Ohio, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, a municipal corporation, in the sum of TWO HUNDRED NINE THOUSAND SEVEN HUNDRED DOLLARS (\$209,700), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Commercial Rehabilitation Program - Atlantic Avenue & Burnett Street is required by law and by said City to give this bond in connection with the execution of said contract;

NOW, THEREFORE, if said Principal, as Contractor of said contract, or any subcontractor of said Principal, fails to pay for any materials, provisions, equipment, or other supplies, used in upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon, of any kind, or for amounts due under the Unemployment Insurance Act, during the original term of said contract and any extensions thereof, and during the life of any guaranty required under the contract, or shall fail to pay for any materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work to be done under any authorized modifications of said contract that may hereafter be made, or for any work or labor done of any kind, or for amounts due under the Unemployment Insurance Act, under said modification, said Surety will pay the same in an amount not exceeding the sum of money hereinabove specified and, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the court; otherwise this obligation shall be void;

PROVIDED, that any modifications, alterations or changes which may be made in said contract, or in any of the work or labor required to be done thereunder, or in any of the materials, provisions, equipment, or other supplies required to be furnished pursuant to said contract, or the giving by the City of any extension of time for the performance of said contract, or the giving of any other forbearance upon the part of either the City or the Principal to the other, shall not in any way release the Principal or Surety, or either of them, or their respective heirs, administrators, executors, successors or assigns, from any liability arising hereunder, and notice to the Surety of any such modifications, alterations, changes, extensions or forbearances is hereby waived. No premature payment by said City to said Principal shall release or exonerate the Surety, unless the officer of 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 in an amount more than the amount of such premature payment.

This Bond shall inure to the benefit of any and all persons, companies and corporations entitled by law to file claims so as to give a right of action to them or their assigns in any suit brought upon this bond.

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 10th day of August, 2015.

Corral Construction & Development, Inc.

The Ohio Casualty Insurance Company

Contractor  
By: [Signature]  
Name: ERNESTO CORRAL  
Title: PRESIDENT

SURETY, admitted in California  
By: [Signature]  
Name: Blake A Pfister  
Title: Attorney-in-fact

By: [Signature]  
Name: RENEE SOTO  
Title: VP

Telephone: 714-634-3311  
Local Address c/o Liberty Mutual  
790 The City Drive South #200  
Orange, CA 92868

Corporate Address:  
62 Maple Avenue, Keene, NH 03431

Approved as to form this 19 day of August, 2015.

Approved as to sufficiency this 23 day of Sept, 2015.

CHARLES PARKIN, City Attorney

Assistant City Manager

By: [Signature]  
Deputy City Attorney

By: [Signature]  
City Manager/City Engineer

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On August 10, 2015 before me, Lianne Nahina, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bond 024057587 Document Date: August 10, 2015  
Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

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

Signer's Name: Blake A. Pfister  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Partner —  Limited  General  
 Individual  Attorney in Fact  
 Trustee  Guardian or Conservator  
 Other: \_\_\_\_\_

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

Signer Is Representing: The Ohio Casualty Insurance Company

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



**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6751379

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

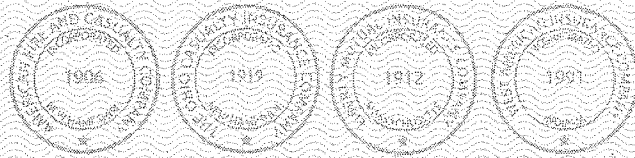
Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**  
Attached to 024057587

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of DANA POINT, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2014



American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

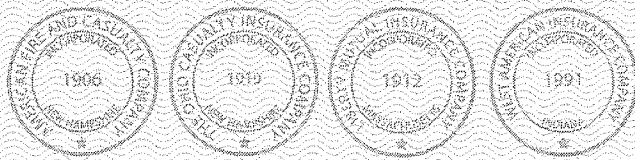
**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of August, 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

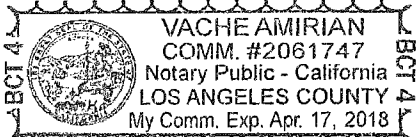
On 08-12-2015 before me, VACHE AMIRIAN, NOTARY PUBLIC,  
*Date Here Insert Name and Title of the Officer*

personally appeared Ernesto Corral  
*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 [Handwritten Signature]  
*Signature of Notary Public*

*Place Notary Seal Above*

**OPTIONAL**

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

**Description of Attached Document**

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

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

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

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

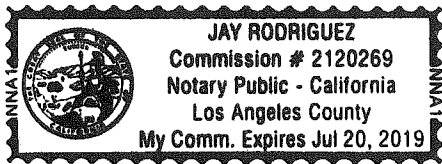
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 8/13/2015 before me, Jay Rodriguez, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Renee Soto  
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 Jay Rodriguez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Labor and Material Bond Document Date: 8/10/2015  
Number of Pages: 3 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: \_\_\_\_\_

(Premium subject to adjustment based on final contract price)

Bond No.: 024057587

Premium:\$6,291

BOND FOR FAITHFUL PERFORMANCE

KNOW ALL MEN BY THESE PRESENTS: That we, CORRAL CONSTRUCTION & DEVELOPMENT INC., a California corporation, as PRINCIPAL, and The Ohio Casualty Insurance Company (Address below), a corporation, incorporated under the laws of the State of Ohio, admitted as a surety in the State of California, and authorized to transact business in the State of California, as SURETY, are held and firmly bound unto the CITY OF LONG BEACH, CALIFORNIA, a municipal corporation, in the sum of TWO HUNDRED NINE THOUSAND SEVEN HUNDRED DOLLARS (\$209,700), lawful money of the United States of America, for the payment of which sum, well and truly to be made, we bind ourselves, our respective heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, said Principal has been awarded and is about to enter the annexed contract (incorporated herein by this reference) with said City of Long Beach for the Commercial Rehabilitation Program - Atlantic Avenue & Burnett Street and is required by said City to give this bond in connection with the execution of said contract;

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

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

IN WITNESS WHEREOF, the above-named Principal and Surety have executed, or caused to be executed, this instrument with all of the formalities required by law on this 10th day of August, 2015.

Corral Construction & Development, Inc. The Ohio Casualty Insurance Company

Contractor  
By: [Signature]

Name: Ernesto Corral  
Title: President

By: [Signature]

Name: RENEE SOTO  
Title: VP

Approved as to form this 19 day of August, 2015.

CHARLES PARKIN, City Attorney  
By: [Signature]  
Deputy City Attorney

SURETY, admitted in California  
By: [Signature]

Name: Blake A Pfister  
Title: Attorney-in-fact

Telephone: 714-634-3311

Local Address: c/o Liberty Mutual  
790 The City Drive South #200  
Orange, CA. 92868  
62 Maple Ave, Keene, NH 03431

Approved as to sufficiency this 23 day of Sept, 2015.

Assistant City Manager  
By: [Signature]  
City Manager/City Engineer  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

- NOTE: 1. Execution of the bond must be acknowledged by both PRINCIPAL and SURETY before a Notary Public and a Notary's certificate of acknowledgment must be attached.
- 2. A corporation must execute the bond by 2 authorized officers or, if executed by a person not listed in Sec. 313, Calif. Corp. Code, then a certified copy of a resolution of its Board of Directors authorizing execution must be attached.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )

County of Orange )

On August 10, 2015 before me, Lianne Nahina, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Blake A. Pfister  
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 Lianne Nahina  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bond 024057587 Document Date: August 10, 2015

Number of Pages: 1 Signer(s) Other Than Named Above: N/A, None

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

Signer's Name: Blake A. Pfister

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

Signer Is Representing: The Ohio Casualty Insurance Company

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

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

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

**THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.**

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6751381

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

**POWER OF ATTORNEY**  
Attached to 024057587

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake A. Pfister

all of the city of DANA POINT, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 21st day of October, 2014



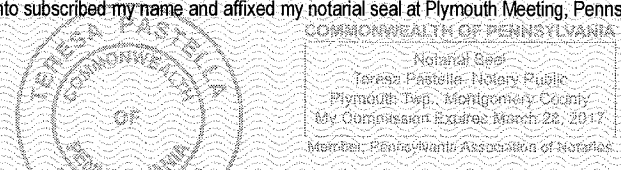
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 21st day of October, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of August, 2015



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

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

State of California )  
County of Los Angeles )

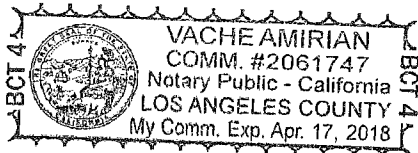
On 08-12-2015 before me, VACHE AMIRIAN, NOTARY PUBLIC,  
Date Here Insert Name and Title of the Officer

personally appeared Ernesto Corral  
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 [Handwritten Signature]  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_ 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 ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

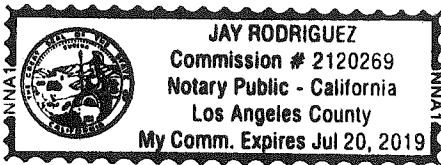
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )  
On 8/13/2015 before me, Jay Rodriguez, Notary Public,  
Date Here Insert Name and Title of the Officer  
personally appeared Renee Soto  
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 Jay Rodriguez  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

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

**Description of Attached Document**

Title or Type of Document: Bond for Faithful Performance Document Date: 8/10/2015  
Number of Pages: 3 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: \_\_\_\_\_