From:
 Louis Atwell

 To:
 Yvonne Horton

Subject: FW: California Public Records Act Request | IBEC Project SCH 2018021056; Billboard Project Case No. EA-MND-

2019-102

Date: Tuesday, June 16, 2020 3:09:28 PM

Hello Ms. Horton,

Please find my response to no. 1:

https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/8409?fileID=4163 https://www.cityofinglewood.org/AgendaCenter/ViewFile/Item/8264?fileID=4107

Thanks, Louis.

From: Veronica Lebron [mailto:Veronica@robertsilversteinlaw.com]

Sent: Wednesday, April 22, 2020 5:17 PM

To: Louis Atwell atwell@cityofinglewood.org; Mindala Wilcox mwilcox@cityofinglewood.org;

Yvonne Horton <yhorton@cityofinglewood.org>

Cc: Esther Kornfeld <Esther@robertsilversteinlaw.com>; Naira Soghbatyan

<Naira@robertsilversteinlaw.com>; Robert Silverstein <Robert@robertsilversteinlaw.com>

Subject: California Public Records Act Request | IBEC Project SCH 2018021056; Billboard Project

Case No. EA-MND-2019-102

Dear Public Works Officials:

This is a public records request made pursuant to Government Code § 6250, et seq.

Please provide the following documents:

- 1) All documents and communications from January 1, 2020 through the date of your compliance with this request which relate or refer to the public works, construction, or improvements on **S. Prairie St.**, **between 10200-10212 S. Prairie St.** or within 300 feet of same in each direction, including but not limited to the purpose of these ongoing improvements and or construction, the associated projects and applicants that the construction/improvement work is related to, as well as any road or sidewalk widening plans for the noted area on S. Prairie St.;
- 2) All documents and communications from January 1, 2018 through the date of your compliance with this request which relate or refer to the IBEC Project's (aka Murphy's Bowl) SCH 2018021056 proposed signage, or signage that would be used, in whole or in part, in connection with events at the proposed IBEC project including but not limited to communications from the planner, the City's various departments, Mayor Butts and Council members, as well as the Applicant Murphy's Bowl, LLC and its representatives and agents;
- 3) All documents and communications from January 1, 2018 through the date of your compliance with this request which relate or refer to the **Billboard Project EA**-

2019-102 by WOW Media, Inc. and the installation of motion billboard signs on S. Prairie St. between 10200-10204 S. Prairie St., including but not limited to communications from the planners, the City's various departments, Mayor Butts and Council members, as well as WOW Media, Inc. and its representatives and agents.

Govt. Code § 6253.9(a) requires that the agency provide documents in their native format, when requested. Pursuant to that code section, please also provide the requested documents, including all applications, in their native and electronic format.

Because I am emailing this request on April 22, 2020, please ensure that your response is provided to me by no later than **May 2, 2020.** Thank you.

Also, **please include** this correspondence and CPRA request in the administrative record and council files for both the IBEC Project and the Billboard Project, as described above.

Thank you.

Veronica Lebron
The Silverstein Law Firm, APC
215 North Marengo Avenue, 3rd Floor
Pasadena. CA 91101-1504

Telephone: (626) 449-4200 Facsimile: (626) 449-4205

The information contained in this electronic mail message is confidential information intended only for the use of the individual or entity named above, and may be privileged. The information herein may also be protected by the Electronic Communications Privacy Act, 18 USC Sections 2510-2521. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify us by telephone (626-449-4200), and delete the original message. Thank you.



CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE:

January 28, 2020

TO:

Mayor and Council Members

FROM:

Public Works Department

SUBJECT:

Construction Management Services (CM) - South Prairie Avenue

Improvement Project

RECOMMENDATION:

It is recommended that the Mayor and Council Members award a professional services contract and approve a one (1) year agreement with Willdan Engineering to provide Construction Management (CM) Services for the South Prairie Avenue Improvement Project (Project P652) in the amount of \$252,155 (includes a ten percent (10%) contingency of \$22,923), per RFP No. 0138. (Various Funds)

BACKGROUND:

South Prairie Avenue is a major north-south arterial street that extends from Imperial Avenue near the Interstate 105 Freeway to Manchester Boulevard. South Prairie Avenue also serves as a major frontage road bordering global entertainment venues such as the Forum arena; the SoFi stadium that will open in July of 2020 and the Clipper arena that is anticipated to open in 2024.

Currently, South Prairie Avenue is in poor condition with widespread "block" and "alligator" cracking. Project P652 scope of work includes cold milling and pavement resurfacing with Asphalt Rubber Hot Mix (ARHM) to improve roadway surface conditions, ride quality and promote safety. The project also includes access improvements to sidewalks and curb ramps in compliance with the Americans with Disabilities Act (ADA), construction of new driveways, curb and gutters, bus pads, the removal of medians, and construction of reversible lanes for improved ingress and egress to entertainment venues.

DISCUSSION:

On October 3, 2019, the City of Inglewood (City) issued a Request for Proposals (RFP No. 0138) to ten consultants from a Public Works list of prequalified consultants. RFP No. 0138 solicited proposals to provide CM services for the construction administration of Project P652. The CM scope of work will include approval of all shop drawings, material mix designs, and other submittals; material testing; public outreach; processing of change orders and monthly progress payments; conduct daily quality control inspection; monitor traffic and vehicular and pedestrian safety; ensure adherence to project specifications and plans; prepare daily reports and monthly progress reports and documentation of all project activities. The services will continue through construction completion and closeout.

On November 7, 2019, the Public Works Department received four (4) proposals from the following consultants:

| Company Name | Location |
|--------------------|----------------------|
| Koa Corporation | Monterey Park, CA |
| Wildan Engineering | City of Industry, CA |
| Onward Engineering | Anaheim, CA |
| PSOMAS | Los Angeles, CA |

The proposals were evaluated, scored and ranked on the basis of the following criteria as listed in Section 9 "Evaluation and Selection Process" of the RFP:

- Project Understanding / Response to Scope of Services
- Experience with Past Relevant Projects
- Experience of Project Team
- · Familiarity Working on Similar Projects with the City

Willdan Engineering scored the highest and was selected as the most qualified consultant. To this end, staff recommends that the Council award a contract to Willdan Engineering and approve a contract sum not to exceed a total of \$252,155.

A "Notice to Proceed" (NTP) with CM services is anticipated to be issued in early January 2020, concurrent with the start of construction. Construction is estimated to have a completion date in June 2020 (within 120 working days). CM services for project closeout will continue up to an additional six (6) months and may include assistance with project final inspections, final work acceptance and filing of Notice of Completion (NOC). Therefore, staff requests a CM agreement term of one (1) year.

FINANCIAL/FUNDING ISSUES AND SOURCES:

Sufficient funding is available in the Fiscal Year 2019-2020 budget for CM project expenditures. Upon Council approval of the agreement, and upon issuance of NTP, staff requests issuance of the following purchase orders:

Purchase Order Issuance for Construction Management and Inspection Services

| Account Code | Description | Contract Amount |
|--------------------|--|--------------------|
| 059.100.P652.44860 | SB1 RMRA-Capital Projects-South Prairie Avenue Improvement Project-Contract Services | 114,616.00 |
| 067.100.P652.44860 | Measure M-Capital Projects-South Prairie Avenue Improvement Project-Contract Services | 114,616.00 |

Total Amount: \$229,232.00

Purchase Order Issuance for CM Contingency

| Account Code | Description | Contract Amount |
|--------------------|--|--------------------|
| 065.100.P652.44860 | Measure R Fund-Capital Projects-South Prairie Improvement Project-Contract Services | 22,923.00 |

Total Contingency Amount: \$22,923.00

submitted to, reviewed and approved by, the Office of the City Attorney.

and approved by, the Budget Division.

and approved by, the Finance Department.

DESCRIPTION OF ATTACHMENTS:

Attachment No. 1 - Agreement

<u>APPROVAL VERIFICATION SHEET</u>

PREPARED BY:

Louis A. Atwell, P.E., Assistant City Manager/Public Works Director Eloy Castillo, P.E., Principal Civil Engineer Hunter Nguyen, Associate Engineer Robert M. Braden, Management Consultant Joi L. Aldridge, Management Assistant to Director

COUNCIL PRESENTER:

Louis A. Atwell, P.E., Assistant City Manager/Public Works: Director

DEPARTMENT HEAD/

ASSISTANT CITY MANAGER APPROVAL:

onis A. Atwell, Asst. City Mgr./PW Director

CITY MANAGER APPROVAL

Artie Fields, City Manager

ATTACHMENT NO. 1

AGREEMENT NO.:

THIS AGREEMENT is made and entered into this _______ day of ______, 2020, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, One Manchester Boulevard, Inglewood, California 90301; WILLDAN ENGINEERING, (hereinafter referred to as the "Consultant") a California corporation with a corporate number of C0471566, duly organized and in good standing in the State of California, and a local place of business located at 13191 Crossroads Parkway North, Suite 405, Industry, California 91746.

RECITALS

WHEREAS, the City desires a consultant to provide construction management and inspection services for South Prairie Avenue Improvement Project (hereinafter referred to as the "Project"); and

WHEREAS, on October 3, 2019, the City issued a Request for Proposal 0138(hereinafter referred to as the "RFP") for the Project; and

WHEREAS, on November 7, 2019, the City received responses from four (4) prospective firms; and

WHEREAS, the Consultant represents that it is validly registered with the California Department of Industrial Relations as required by law with a PWC Registration Number of 1000025452; and

WHEREAS, the Consultant represents that its listed subcontractor(s), if any, is in good standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and

WHEREAS, the Consultant represents that it and its subcontractor(s), if any, will remain validly licensed and registered, as required by California law, during the Term of this Agreement; and

WHEREAS, the Consultant represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement; and

WHEREAS, the City determined the Consultant to be the best qualified; and

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WHEREAS, the services City seeks from the Consultant are of a professional nature; and WHEREAS, the Consultant holds itself out as capable and competent to provide such consulting services as the City requires.

NOW, THEREFORE, the City and the Consultant (hereinafter collectively referred to as the "Parties") hereto mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The Consultant shall:

- 1. Provide the services contemplated in Exhibit "A," the Consultant's Proposal dated November 7, 2019, in a professional manner.
- 2. Not deviate from Exhibit "B," Fee Proposal and breakdown of Hours and Rates for various services contemplated by the Project. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
 - a. Change orders and Amended Agreements (whichever occurs last);
 - b. This Agreement;
 - c. Exhibit "A;"
 - d. Exhibit "B."
- 3. Provide all labor, office space, transportation, materials, tools, machinery, equipment, and other items and services necessary to properly perform the services contemplated by this Agreement.
- 4. Ensure that all personnel engaged by the Consultant to perform the services contemplated by this Agreement shall be properly licensed.
- 5. Agree to comply with and be bound by all applicable federal, state, county and local laws, rules and regulations.
- 6. Obtain, at its own expense, all necessary licenses and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.

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ARTICLE 2 - CITY'S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Consultant to perform the services contemplated by this Agreement.

ARTICLE 3 - TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Term of this Agreement shall be one (1) year from the date specified in the City's Notice to Proceed. At the City's option the Agreement may be extended an additional year.

ARTICLE 4 - COMPENSATION

- The Consultant shall be paid, pursuant to Exhibit "B," a not-to-exceed amount of two hundred twenty-nine thousand two hundred and thirty-two dollars (\$229,232) for work faithfully performed. The City also appropriates a ten percent (10%) contingency for unforeseen circumstances as solely determined by the City's Engineer.
- The Consultant shall invoice the City every thirty (30) calendar days for services contemplated hereunder and which have been completed within that thirty (30) day period.
- 3. Fees in Article 4 of this Agreement represent full compensation for the Consultant's services rendered and include all compensation for any expenses incurred by the Consultant for providing services including but not limited to travel, lodging, food, clerical, photo copying, telephone, and any other related expenses.
- 4. The Consultant shall invoice City within ten (10) working days after the termination of this Agreement. City shall pay Consultant in the ordinary course of City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Consultant's invoices.
- 5. All invoices shall contain:
 - a. date of invoice;
 - b. sequential invoice number;

- c. City Agreement number;
- d. project code number and title;
- e. description of services billed under this invoice;
- f position title and hours worked;
- g. total amount for invoiced services;
- h. total amount billed to date;
- i. total amount remaining on the Agreement, and total Agreement amount.
- 6. The Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of the City and shall certify, on each invoice, that it is entitled to receive the amount invoiced.
- 7. The Consultant agrees that cost shall not be the overriding factor when assigning its personnel to a task. However, the Consultant shall nevertheless provide the services contemplated by this Agreement in a cost effective manner when and where reasonable.
- 8. The Consultant agrees that, should work be performed outside the Scope of Services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of Consultant, and Consultant shall have no claim against the City for reimbursement.

ARTICLE 5 - TERMINATION

This Agreement shall be subject to termination by the City upon its own discretion, or when conditions encountered during the work contemplated hereunder make it impossible or impracticable to proceed, or when City is prevented from proceeding with the Agreement by law or by official action of a public authority, or if the City fails to authorize the necessary funds in any fiscal year budget covering the term of the Agreement.

In the event of such termination, the City shall pay the Consultant an amount which equitably reflects the proportion of work completed by the Consultant, provided that in no

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have been payable pursuant to Article 4 of this Agreement.

ARTICLE 6 - NOTICES

event shall the compensation paid pursuant to this paragraph exceed the amount which would

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CITY:

City Clerk

Yvonne Horton,

City of Inglewood

WITH COPY TO:

One Manchester Boulevard

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Any notice given pursuant to this Agreement shall be deemed received and effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, when properly addressed, posted and deposited in the United States mail addressed to the respective Parties as follows:

CONSULTANT:

Vanessa Munoz,

Director of Engineering
Willdan Engineering
13191 Crossroads Parkway North, Ste 405
Industry, California 91746

AGENT FOR SERVICE OF PROCESS

Stacy McLaughlin

2401 E. Katella Avenue, Suite 300 Anaheim, California 92806

Public Works Director,
One Manchester Boulevard
Inglewood, California 90301-1750

Inglewood, California 90301-1750

The Consultant may from time to time designate another address, addressee or Agent for Service of Process and shall, in such instances, notify City in writing within ten (10) calendar days of such designation.

ARTICLE 7 - INSURANCE REQUIREMENTS

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by the Consultant, its agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Consultant. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by Owner as a material breach of contract.

A. Minimum Scope and Limit of Insurance.

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00
 O1covering CGL on an "occurrence" basis, including products and completed

 operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,500,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

- 2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (nonowned), with limit no less than \$1,500,000 per accident for bodily injury and property damage.
- 3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if consultant provides written verification it has no employees)
- 4. Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,500,000 per occurrence or claim, \$3,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

B. Other Insurance Provisions.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status.

The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be

provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. Primary Coverage.

For any claims related to this contract, the Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

3. Notice of Cancellation.

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the City.

4. Waiver of Subrogation.

The Consultant hereby grants to the City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. Self-Insured Retentions.

Self-insured retentions must be declared to and approved by the Inglewood City Attorney. The Inglewood City Attorney may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

6. Acceptability of Insurers.

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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7. <u>Claims Made Policies.</u>

If any of the required policies provide coverage on a claims-made basis:

- The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
- Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
- 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

8. Verification of Coverage.

The Consultant shall furnish the Inglewood City Attorney with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

9. Consultants, Subconsultants, Contractors, and Subcontractors of Consultant.

The Consultant shall require and verify that all of its consultants, subconsultants, contractors, and subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that the City is an additional insured on insurance required from all of them.

10. Special Risks or Circumstances.

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

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ARTICLE 8 - INDEMNIFICATION

Pursuant to the full language of California Civil Code §2782, the Consultant agrees to indemnify, including the cost to defend, the City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant and its employees or agents in the performance of services under this Agreement, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the Consultant. The City agrees that in no event shall the cost to defend charged to the Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the Parties.

If any action or proceeding is brought against Indemnitees by reason of any of the matters against which the Consultant has agreed to indemnify Indemnitees as provided above, the Consultant, upon notice from the City, shall defend Indemnitees at the Consultant's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Consultant under this Article shall ensure the Consultant's obligations under this section, but the limits of such insurance shall not limit the liability of the Consultant hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement and shall exist for four (4) years beyond the termination or completion of the Consultant's work.

ARTICLE 9 - AUDIT

The Consultant shall maintain any and all records or documents pursuant to this Agreement, and the same shall be made available for inspection, audit and copying, at any time during regular business hours, upon written request by City or its designated representatives. Copies of such documents or records shall be provided directly to the City for

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inspection, audit and copying when it is practical to do so; otherwise, unless an alterative is mutually agreed upon, such documents and records shall be made available at City's address indicated for receipt of notices in this Agreement.

ARTICLE 10 - BOOKS AND RECORDS

The Consultant shall maintain any and all documents and records demonstrating or relating to the Consultant's performance of services pursuant to this Agreement. The Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to City pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by the Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained to the extent required by laws relating to audits of public agencies and their expenditures.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

Ownership of Documents. "Documents" as used in this paragraph means original studies, surveys, reports, data, substantive notes, and other evidence used in preparation of the Report, whether existing as electronic files or in hard copy. "Documents" does not refer to informal communications such as emails and staff notes, whether those communications are internal to the Consultant's staff or between the Consultant and any subconsultants. All documents prepared, developed, or discovered by the Consultant in the course of providing any services pursuant to this Agreement shall remain the sole property of the City and may not be used, reused, or otherwise disposed of without the permission of the City. Upon completion, expiration, or termination of this Agreement, the Consultant shall give the City all such documents within ten (10) days of delivery of the termination notice, completion or expiration of this Agreement, at no cost to the City. In the event the City requires or desired other information in the control of the Consultant that is not a document as described above (such as informal communications, staff notes, and other correspondence), the Consultant shall provide

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any requested information to the City within thirty (30) days. The City acknowledges that its alteration of documents without the consent of the Consultant, or use of the documents for any purpose other than the Scope of Work contemplated by this Agreement, is at the City's own risk and without liability to the Consultant.

ARTICLE 12 - INDEPENDENT CONTRACTOR

The Consultant enters into this Agreement as an independent contractor and not as an employee of the City. Consultant shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement. City shall not have the right to direct and control the manner and means in which the Consultant carries out the work contemplated by this Agreement. City shall not train nor provide instruction to the Consultant for the carrying out of the services contemplated by this Agreement.

ARTICLE 13 - NON-ASSIGNABILITY

The expertise and experience of the Consultant are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Consultant which will fulfill the duties and obligations imposed under this Agreement. In recognition of that interest, the Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Consultant's duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

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ARTICLE 14 - EQUAL EMPLOYMENT

Consultant agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 15 - CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 16 - SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 17 - WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 18 - ENTIRE AGREEMENT

This Agreement is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Consultant and the City prior to the execution of this Agreement. No statements, representations or other

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Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties or their authorized representatives.

ARTICLE 19 - GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 20 - MISCELLANEOUS

The Parties waive any benefits from the principle of contra proferentem and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.

This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties hereto.

Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

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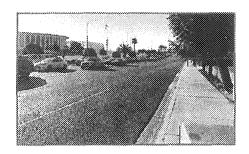
| 1 | IN WITNESS WHEREOF, the Parties here | eto have executed this Agreement as of the date |
|---------|---|---|
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| 3 | CITY OF INGLEWOOD | WILLDAN ENGINEERING |
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| 7 | James T. Butts, Jr., Mayor | Vanessa Munoz, Director of Engineering |
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| 10 | ATTEST: | APPROVED AS TO FORM: |
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| 12 | | |
| 13 | Yvonne Horton, | Kenneth R. Campos, |
| 14 | City Clerk | City Attorney |
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Approach and Scope of Work

Project Understanding

South Prairie Avenue is a north/south major arterial parallel to and between the arterial streets of La Brea Avenue and Crenshaw Boulevard. The City of Inglewood is proposing to construct roadway improvements on South Prairie Avenue between Imperial Highway on the south end and Manchester Boulevard on the north end — an approximate 2.1-mile segment. The southerly pavement resurfacing limits are at the northerly terminus of the existing jointed plain concrete pavement approximately 150 feet north of Imperial Highway. The existing jointed plain concrete pavement at the Intersection of Prairie Avenue and Century Boulevard will be protected in place, with



the proposed asphalt concrete pavement improvements joining at the northerly and southerly limits of the intersection. The existing asphalt concrete pavement on the east side of South Prairie Avenue between Century Boulevard and Pincay Drive is to be protected in place while the west side of the street within this segment is resurfaced. The existing raised median islands and landscaped improvements between Hardy Street and Arbor Vitae and between 97th and 99th Streets will be demolished and replaced with asphalt concrete pavement to allow for an unobstructed reversible lane from 113th Street to Manchester Boulevard. An additive bid is provided in the specifications to potentially add PCC pavement repairs on Pincay Drive between Prairie Avenue and Crenshaw Boulevard at the City's option.

The purpose of the proposed South Prairie Avenue improvement project is to improve roadway surface conditions and safety, alleviate traffic congestion, enhance the streetscape, upgrade ADA improvements to current standards, and enhance the flow of traffic during major sporting and other events at the new SoFi Stadium and at The Forum.

The proposed roadway improvements to accomplish these goals on South Prairie Avenue will include construction of new sidewalk, curb ramps, driveways, curbs and gutters, spandrels and cross gutters, and bus pads; metal pipe hand rail installations; median removal for improved ingress and egress to the new stadium; installation of catch basin inlet screens and curb drains; asphalt concrete dig-outs; roadway milling; asphalt-rubber hot-mix resurfacing; pavement delineations; traffic detector loops; tree plantings; and other appurtenant work. The additive bid option for work on Pincay Drive potentially includes jointed plain concrete pavement, sidewalks, curb ramps, curbs and gutters, cross gutters and spandrels, and thermoplastic striping removal and placement.



Near the southerly end of the project, approximately 650 feet north of Imperial Highway, South Prairie Avenue intersects with the off ramp for Interstate 105. It is anticipated that construction of the proposed improvements will require permitting and coordination with Caltrans for off ramp closure during paving activities on South Prairie Avenue and for placement of traffic control devices in the state's right-of-way. A bridge over the Interstate 105 freeway in Caltrans' right-of-way exists on South Prairie Avenue just south of the Imperial Highway inter-

section – requiring the City and contractor to procure an encroachment permit from the state for placement of traffic control devices within Caltrans' right-of-way for lane closures to construct the proposed improvements.

There is a variety of mixed uses along this segment of South Prairie Avenue, including hotels, commercial, single-family homes, multi-unit residential, car washes, laundromats, restaurants, markets, storage units, gas stations, automotive shops, car dealership, night club, memorial service hall, school, The Forum, and the construction site for the new SoFi stadium on Arbor Vitae. Each of these uses will be impacted by the project and will have unique needs to be accommodated during construction activities. Public outreach will play a critical role in successful project completion. It will be important to visit each property prior to construction to inform the various tenants, managers, and property owners of the upcoming project – along with the project schedule and construction impacts on both vehicular and pedestrian access during construction. Keeping the public informed of what to expect

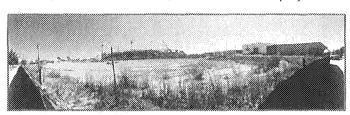


will help mitigate some of the negative phone calls or social media posts that might otherwise occur due to frustration or irritation of local business owners, business patrons, residents, motorists, or pedestrians.

The most critical coordination item will be with the stadium construction team and schedule. There is a construction site entrance off South Prairie Avenue at Arbor Vitae to which access will need to be maintained, with stadium material deliveries scheduled in advance and coordinated with the stadium construction team. SoFi Stadium's scheduled opening day concert is July 25, 2020, and the South Prairie Avenue improvement project must be completed prior to that opening date. Routine coordination with the stadium construction team



will be critical to ensure the South Prairie Avenue project does not impede stadium construction progress.



Concurrent with the South Prairie Avenue improvement project, the City will be constructing a transit facility at the southeast corner of South Prairie Avenue and Arbor Vitae. The transit facility is being built to support transportation to and from the new stadium. It will be necessary to coordinate with the construction team for the

transit facility project since all three projects must be completed in advance of the July 25, 2020 stadium opening date. The transit facility is anticipated to begin construction in January 2020 with completion anticipated in May 2020.

The project area encompasses Council Districts 1 and 4. The Council representatives for each district will need to be kept informed of project schedules, issues, and impacts to the public so each representative's office can alert their respective constituents.

Project Approach

Project Goals

Willdan has had two primary objectives since our inception in 1964:

- Ensuring the success of our clients
- Enhancing their communities

Working steadily toward these goals, we gained a notable reputation for project understanding, technical excellence, cost effectiveness, and client responsiveness. It is these attributes that our construction management and inspection team bring to each project. To these goals, we add individual project-oriented goals that include:

- Continuous communication with City staff, contractor, and design team
- Impeccable recordkeeping and reporting
- Rigorous budget control minimizing change orders and applying value engineering where applicable
- Comprehensive schedule control keeping the project moving while resolving design, contractor, or other project-related challenges

Our ultimate goal is to surpass our clients' expectations and provide a completed project that benefits City staff, Council members, business owners, and residents.

Methodology

Willdam's construction management and inspection team strives to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:



- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the City of Inglewood Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and City Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Project Administration

Our construction management services focus on coordination, review, tracking, reporting, public outreach, cost control, and field inspections to ensure the quality of the work complies with applicable federal funding requirements, LAPM, and the contract documents. Our proposed Resident Engineer/Construction Manager Mr. Michael Bustos, PE, ENV SP and his Lead Inspector Mr. Matthew Saab will coordinate and work proactively to assist the contractor's construction efforts and maintain fluid channels of communication with the City's design consultants to technically support the construction effort and the efforts of the City in achieving a successful completion with minimum complications. Initial project administration protocols include:

- Construction document review for constructability
- Engineer's cost estimate review for accuracy and completeness
- State and federal funding assistance, if required by City
- Project construction CPM schedule development
- Contractor selection assistance, if desired by City
- Preconstruction meeting with contractor, City representatives, designer, and others deemed necessary by City or Willdan
- Preconstruction meeting with SoFi Stadium and transit facility contractors to compare schedules and discuss delivery needs

Once construction has begun, Willdan will:

- Review and monitor work as constructed along with supporting documentation that establishes technical adequacy of construction, timely schedule of implementation, and project budget
- Track progress and quality of construction
- Log and process submittals, RFIs, RFCs, and CCOs
- Initiate employee interviews
- Track labor and equipment pursuant to LAPM requirements
- Review and assist with resolution of all technical data and issues
- Provide daily, weekly, and monthly reports to City on construction progress and technical and economic parameters
- Continuous coordination with SoFi Stadium and transit facility contractors throughout construction



Willdan's team is unique in that it has a natural quality assurance/control system. Through its structure as an integrated unit with dose communication between team members and interlocking responsibilities that provide good coverage of all elements of construction engineering, it incorporates minimal overlap of duties to avoid misunder-standings of assigned responsibilities and reduces costs.

Mr. Bustos will be responsible for daily decisions and assignments of specific duties while monitoring the success and completion of project construction. Mr. Bustos has specific administrative duties that include review of field activities. He will institute a system of periodic reviews of the field file for conformance with Willdan's in-house filing system and LAPM. Our Lead Inspector, Mr. Saab and Alternate Inspector Mr. Larry Brown will have specific assignments and move the products of their reporting to Mr. Bustos. This bi-level approach has proved effective for Willdan because the likelihood of a missed or incorrect item is essentially eliminated with this multi-level control.

Claims Resolution Expertise

Willdan's Resident Engineer/Construction Manager Mr. Bustos – along with Lead Inspector Mr. Saab, Alternate Inspector Mr. Brown, and Utility Coordination Task Manager Mr. Edward Cox – have the extensive knowledge and experience required to quickly understand project field conditions and issues and mitigate those issues with practical, cost-efficient solutions that protect the City's liability exposure while preserving the integrity of the design.

Added team value

All our proposed team members are well versed in reviewing and analyzing critical poth method schedules and time impact analysis submittals and preparing recommendations and presentations for these issues.

Willdan's in-house capabilities include reviewing the SWPPP to confirm the contractor's plan meets the Regional Water Quality Control Board requirements to eliminate water quality issues associated with stormwater and daily runoff. Stormwater permits are checked to ensure they are in place for the project improvements. Willdan's public works inspectors are well versed in the latest requirements and will ensure the required BMPs are installed per the project-approved SWPPP.

Our construction management and inspection team members maintain a project-first philosophy with the contractor. When this is achieved, construction is easy, straight forward, and accomplished with a minimum of issues. We are a team – right is right and wrong is wrong for all parties. When this is established, it creates a fair environment for all and project success is achieved.

Key/Critical Factor Identification

There are many routine aspects that are common to the way every construction project is performed in terms of construction administration and inspection as outlined in our scope of work. However, there are some very important areas, also mentioned in our scope of work, that require special attention and are not part of the routine process. These are:

- Institution of standard procedures for project records and inspection processes conforming to the highest standards for inspection is necessary to have effective mitigation of future maintenance issues.
- Schedule and cost management are priority areas for Willdan's construction management and inspection team. Our team provides weekly and monthly reports detailing cost to date and projected final cost estimates.
- A project-specific quality assurance program is essential on complex projects to maintain orderly, cost-effective, and comprehensive materials quality control.

Added Lean Value

With SoFi Stadium's opening date set, the construction schedule will be most critical for this project; Willdan is committed to ensuring the improvements are completed with minimal impact to the stadium construction and in advance of the stadium opening.



Willdan has extensive experience with inspection of ADA-compliant ramps, curb and gutter, sidewalks, driveway approaches, cold milling and overlay, tree installations, catch basin screens, pavement delineations, and traffic detector loop installations.

Utilizing this experience and our critical factor identification methodologies, we have reviewed the project and identified four factors that could be critical to successful project completion within the desired schedule.

- Coordination with SoFi Stadium and Inglewood Transit Facility Construction Projects. Working with the other concurrent projects in the vicinity of the South Prairie Avenue Improvement project will be paramount to meeting the milestone deadline for SoFi Stadium's opening date of July 25, 2020. Willdan will exchange contact information and participate in regular coordination meetings with the stadium and transit facility construction management teams. Construction schedules for each project will be shared and compared routinely to identify and address any potential conflicts in work areas, traffic control setups, or access needs.
- Public Outreach to Businesses and Residents. With the wide variety of land uses adjacent to the work area and the significant volume of concrete work to be performed in the parkway areas, advance notification, frequent exchange of information, and providing an outlet for local stakeholders to have their concerns, questions, and needs heard and addressed will be critical to project success. At the outset of the project, Willdan will establish a project hotline phone number for the public to call, provide their contact information, and describe their questions or concerns as they pertain to the construction project. The hotline will be monitored on a daily basis throughout the construction period, calls will be returned within 24 hours by a person intimately involved in the construction project, and calls and responses will be logged to keep a record of all inquiries and responses.

Willdan's Inspector Mr. Saab will personally visit each property abutting the street improvement project on South Prairie Avenue prior to the start of construction to inform them of the upcoming project and gather a list of concerns or special accommodations requested by each owner, manager, or resident. Additionally, Willdan will keep the respective District council members' offices informed of project details, schedules, and anticipated impacts to vehicular and pedestrian mobility during construction so each council member can alert their constituents and have up-to-date information to respond to any phone calls that may be made to the councilmembers' offices.

Permitting and Coordination. Inadequate urgency and efforts toward procurement of required permits can be the downfall of projects and the cause of costly construction delays. A Caltrans encroachment permit will be required for placement of traffic control within the state's right-of-way near interstate 105 – both at the off ramp to South Prairie Avenue and on the overpass south of Imperial Highway. Willdan will aid the City and contractor in coordinating with Caltrans' Encroachment Permits office prior to the start of construction to ensure all required permits are procured in a timely manner

Added Tools (1996)

Willdan has completed multiple projects with installations of catch basin screens on existing inlets similar to those proposed for the City's project. This experience provides our team with an understanding of the process required for permitting, installing, and inspecting. Willdan will aid the City in procuring required permits and ensuring all required inspections are scheduled.

and all permit conditions are understood and complied with throughout the construction duration. Our Inspector Mr. Saab will stay in close communication with Caltrans' inspector assigned to the project and will submit ramp closure requests, as needed, based upon the contractor's schedule.

An encroachment permit will be needed for modification of any Los Angeles County owned or maintained catch basins within the project limits.

Layout of ADA-Compliant Improvements Prior to Starting Construction. The proposed project includes a significant amount of concrete work that will need to be completed prior to paving activities. Late identification of conflicts between existing conditions and ADA requirements can often lead to construction delays and costly change orders. Prior to the start of construction, Willdan's Inspector will lay out the ADA



improvements in accordance with the approved project plans prior to start of construction. This will allow our team to identify and report any obstructions or other compliance issues to the Engineer-of-Record prior to the contractor working in that area so solutions can be provided before they become construction delays.

Scope of Services

Preconstruction Services

- Prepare special concerns to be presented at the preconstruction conference.
- Schedule and conduct preconstruction meeting with all stakeholders, contractor, and inspector.
- Prepare preconstruction meeting agenda and minutes and distribute to attendees and other applicable entities and stakeholders. A sample of Willdan's preconstruction meeting minutes can be provided upon request.
- Review project quantities and bid items and review the awarded contractor's contract bid prices.
- Review documentation for compliance with stakeholder agencies' requirements for traffic control plans, construction scheduling and sequencing, and permitting.
- Confirm the contractor's SWPPP plan meets QSD/P requirements and all stormwater permits are in place.
- 7. Provide a thorough review of the construction schedule.
- 8. Prepare a list of submittals and shop drawings to be submitted by the contactor.

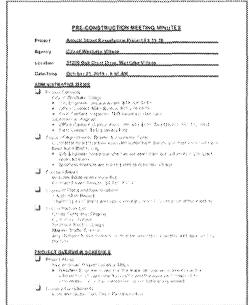
Construction Management

- Facilitate, coordinate, and oversee ongoing daily actions required to completely provide the full level of intended services and ensure the project meets all applicable requirements.
- Establish and maintain project controls and provide administrative, management, and related services necessary to coordinate the work of the contractor and all subcontractors to facilitate timely completion of the project in accordance with the contract documents and the City's objectives.
- 3. Assist the City with public awareness and information programs to keep residents, business, District Council members, and local stakeholders advised of the project's status along with impacts to traffic flow circulation, including answering the public's questions about the project.
- 4. Address any business owner and/or property owner concerns and inquiries.



- 5. Set up a 24-hour telephone number to receive complaints; respond to complaints within 24 hours and notify the City within that time of said resolution.
- 6. Maintain a log of telephone calls documenting complaints received and actions taken to resolve the complaint; provide the City a weekly summary sheet documenting complaints/comments filed along with the action taken and resolution selected.
- Prepare the construction file. A copy of Willdan's LAPM file checklist can be provided upon request.
- 8. Ensure the contractor distributes public construction notices and places construction and information signs.
- Review the contractor's safety program in consultation with City staff and ensure that safety programs are developed and implemented by the contractor as required by the contract documents.





- Through Willdan's system of project control, monitor activities related to the project such that the project is constructed in a timely fashion pursuant to the contract documents and LAPM.
- 11. Log, track, process, and review submittals, requests for information (RFIs), releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
- 12. Coordinate review and approval of shop drawings and specialty items with the City's design consultant.
- 13. Coordinate design revisions, RFIs, and other appurtenant work with the City's design consultant.
- 14. Closely review the construction schedule updates and advise the contractor to take action on slippage.
- 15. Document the contractor's 20-day notices, mechanic's liens, and stop notices.
- 16. Monitor and coordinate the activities of design engineering support, surveying, testing, and work by utilities or other agencies.
- 17. Coordinate the contractor's field work with utility companies and other agencies.
- 18. Prepare a weekly statement of working days and submit to the contractor and City.
- 19. Document and submit weekly written progress reports to the City's Project Manager.
- 20. Provide a monthly progress report. A sample of Willdan's monthly report can be provided upon request.
- 21. Establish an agenda and conduct weekly construction progress meetings to:
 - Resolve all old business issues to maximum extent possible
 - Address all items of new business as presented by any party
 - Review project schedule and address any deviations
 - Review submittal log in terms of items needed and resubmittals required and review RFI, RFC, CCO, NCR, and NOPC logs
 - List status of construction items recently undertaken or ongoing
 - List planned construction items for next two weeks (two-week look ahead schedule)
 - Review SWPPP issues
 - Review contractor's safety program
 - Prepare minutes for the weekly construction progress meeting; a sample of Willdan's weekly meeting minutes can be provided upon request.
- 22. Participate in routine coordination meetings with the SoFi Stadium construction management team and City of Inglewood's transit facility construction management team.
- 23. Maintain record copies of plans, specifications, and other contract documents with all changes and modifications; permits and utility requirements; addenda, change orders, shop drawings, product data, submittals, and samples; progress payments, inventories, and applicable codes; contractor's reports, correspondence, certified payrolls, and accident reports; survey and layout data and certifications, photographs of as-built locations and depths; and list of addresses, telephone and license numbers of contractor, all subcontractors, material suppliers, and utility agencies.
- 24. Evaluate and respond to the contractor's requests for clarification of plans and specifications.

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- 25. Ensure all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
- 26. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
- 27. Ensure adequate inspection coverage for the project.
- 28. Coordinate and oversee the project inspectors.
- Assume responsibility for coordination with inspection staff and City staff.
- 30. Inform the City of work that does not conform to the requirements of the contract documents.
- 31. Review the contractor's recommendations for corrective action on observed non-conforming work.
- Identify and report potential contractor claims and recommended resolution.
- Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
- 34. Perform quantity, time, and cost analyses required for negotiation of contract changes.
- 35. Manage change notices, change order requests, and construction change orders.
- 36. Review change order proposals; negotiate and prepare change orders, including memorandum of explanation and cost estimates to substantiate change orders; and send to the City for review prior to issuance to the contractor.
- 37. Monitor and perform an immediate and thorough analysis of the validity of all potential claims that arise.
- 38. Maintain all data for change orders and record information with regard to the time of dispute, time of notification by the contractor, and action taken by the inspector.
- 39. Monitor materials documentation and testing results and enforce corrections.
- 40. Review for approval, comment, and recommend processing of the contractor's progress payment requests, including certified payroll submission status and impact on payment; negotiate differences over amounts with the contractor; and process payments through the City's Project Manager.
- 41. Maintain cost accounting records on authorized work performed under unit costs, additional work performed on the basis of actual costs of labor and materials, or other work requiring accounting records.
- 42. Monitor preparation of a punch list at substantial completion and follow up.
- 43. Routinely review the construction files to ensure conformance to City standards and good construction management practices.
- 44. Ensure the City receives an as-built set of drawings at completion.
- 45. Assist the City with stop notices and release of retention.
- 46. Provide a memorandum of clearance to issue a notice of completion.
- 47. Finalize and deliver all construction files and supplies to the City for their records.
- 48. Deliver project services in accordance with local, state, and federal regulations.

Construction Inspection

- Review the plans, specifications, and all other contract- and construction-related documents.
- 2. Conduct a field investigation to become familiar with existing facilities and the project environment.
- Become familiar with the traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.



- Establish effective communications with the contractor, other agencies, residents, utilities, Council District members, and commercial business and property owners.
- 5. Handle and resolve business/resident complaints in a timely manner.
- 6. Verify that the contractor conforms to design survey line and grades.
- 7. Attend weekly progress meetings with the construction manager, City, contractor, and subcontractors.
- 8. Provide full-time (8 hours per day) and as-needed construction inspection of the work to monitor materials and methods for compliance with the plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
- Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations.
 Although Willdan will monitor activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
- 10. Notify the contractor of any observed unsafe situations and provide written notification of infractions. If contractor refuses to comply with safety requirements, notify the City and Cal OSHA.
- 11. Assist the City's labor compliance manager with federally-compliant labor and equipment reports and labor classification interviews, if applicable.
- Monitor compliance with the Clean Air Act and Clean Water Act (National Pollutant Discharge Elimination System NPDES best management practices). Also, monitor the contractor's compliance with the approved SWPPP.
- 13. Verify that quality management practices are in place, functioning, and effective, and materials and workmanship are in conformity with the approved contract documents.
- 14. Meet with the contractor at beginning of each day and review the proposed work plan, including specific details that may affect progress. Inform the City's Project Manager of any work that may result in a noteworthy impact to the City.
- 15. Conduct daily measurements of quantities of work with the contractor.
- 16. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.
- 17. Prepare and maintain detailed daily diary inspector reports on construction progress; submit reports to the Resident Engineer/Construction Manager.
- 18. Maintain field file bound workbooks during construction, including cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
- 19. Document contractor delays, reasons for the delays, and length of time for the delays.
- 20. Assist in coordinating engineering support, surveying, special inspections, and field work by utility companies.
- 21. Ensure compliance of Underground Service Alert notification/delineation.
- Evaluate the contractor's operation and production with respect to quality and progress and report to the resident Engineer.
- 23. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
- 24. Coordinate material sampling and testing with the City's testing consultant.
- 25. Assure that City's testing consultant's material testing is in conformance per the project's specifications.



- 26. Provide quality assurance review of the testing consultant's field geotechnical observation and compaction testing reports.
- Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
- 28. Inspect and monitor the work for defects and deficiencies.
- 29. Maintain copies of all permits needed to construct the project and enforce the special requirements of each.
- 30. Prepare clear and concise letters and memoranda, as needed, and establish a solid paper trail.
- Review construction schedule and enforce requirements for updating schedules and maintaining appropriate progress of work.
- 32. Analyze delays and review claims on timely basis; make recommendations to the Resident Engineer.
- 33. Assist with review and evaluation of change order work.
- 34. Monitor and provide supporting documentation on the labor and equipment involved with any force account extra work performed by the contractor.
- 35. Provide complete measurements and calculations documented to administer progress payments.
- 36. Review the contractor's invoices, verify completed work, and approve all quantities.
- 37. Maintain a red-lined set of plans for as-built corrections on record drawings to be filed with the City.
- 38. Prepare a punch list at substantial completion and follow up with contractor on correction progress.

Project Closeout

- Review, finalize, and transmit the contractor's approved record drawings (as-built) to the City.
- Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
- Secure and transmit required guarantees, affidavits, releases, waivers, and operation manuals to the City's Project Manager.
- Finalize contract bid items, claims, change orders, and punch list items.
- Prepare documentation for contractor's final payment.
- 6. Provide a redline set of as-built plans.
- Prepare all final reports including report of completion for acceptance of the project.
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- 8. Finalize and deliver all construction files to the City ready for archiving in both electronic and hard copies.
- 9. Address any unresolved issues, including, but not limited to, change orders, claims, etc.
- 10. Complete documentation required by various funding sources and other regulatory authorities.



Project Controls

City Liability Mitigation



Our staff understands the importance of accurate documentation and filing to ensure that the City's liability is protected. Applying a uniform standard of excellence is the only way to ensure that documents are written and filed adequately for effective claims avoidance and/or mitigation and resolution.

To maintain quality, provide proper quality control, and mitigate the City's potential flability, our inspection staff is provided with detailed check sheets for a myriad of inspections, including – but not limited to – slurry seal, ARHM overlay, asphalt overlay, traffic signal, storm drain, sewer, water, and other appurtenant work.

Traffic and Safety



Willdan's in-house seminars include WATCH Manual and MUTCD compliance; stormwater abatement and QSP/QSD training; materials testing and placement; and mass grading. Outsourced traffic control inspection training includes Berkeley Tech Transfer's Traffic Control for Safer Work Zones courses. Our inspectors are fully knowledgeable in the latest regulations for WATCH Manual, California OSHA, and MUTCD.

Our construction managers and inspectors have the authority and capability to quickly identify any flaws in the contractor's traffic control and safety plans and meet with the contractor to immediately rectify the issue with agreed-upon solutions that meet the requirement standards while avoiding project delays.

Contractor Compliance



Our inspection staff has extensive experience with a myriad of public works projects and our staff has a clear understanding of the issues surrounding inspection of the work. For example, when constructing sidewalks and ADA-compliant ramps, our inspection will ensure adequate subgrade compaction has been achieved. Inspectors will monitor the work for conformance with the plans, specifications, and ADA requirements. The concrete ticket will be checked to ensure materials match the approved mix design. A smart level will be used to check forms and the contractor will not be allowed to place concrete until the inspector is assured the work meets all City and other applicable standards.

Willdan's inspectors will monitor the contractor's operations for conformance with City compaction standards by working with the City's approved material testing lab and will not accept pavement repair until proper compaction is verified by the lab. Also, the inspector will verify that the base and asphalt mix design meets City standards and approved submittals.

In terms of asphalt overlay and other asphalt-related activities, a pre-pave meeting will be held at least one week in advance of the start of cold milling. At this meeting, working hours, haul routes, traffic control requirements, mix designs, plant inspection and testing, and other appurtenant details and expectations will be discussed.

Willdan's inspectors will meet with the contractor prior to asphalt placement to ensure the proper mix design has been approved by the City, review traffic control and planned haul routes, measure the street section and provide the City's Project Manager with an estimate for the work, monitor cold milling and other preparatory work for conformance with the plans and specifications, monitor paving to ensure minimum compaction requirements are being met, monitor traffic control during the entire operation and report deficiencies to the City's Project Manager, work with the City's material testing lab to monitor the asphalt plant, and ensure adequate temporary traffic control is installed.

After paving has been completed, our inspector will monitor installation of the final striping. The final striping should be installed within the time specified in the project specifications. The contractor will be required to cat-track all areas that are to receive striping and our inspector will work with the



City's Traffic Engineer or designated representative to monitor the final installation for conformance with applicable City standards and plans.

Project-Specific Quality Assurance Plan



Quality assurance and control procedures are critical to ensuring that sound practices and quality deliverables are provided throughout project construction. Mr. Chris Baca, RCI, CESSWI our proposed Project Manager will prepare a project-specific quality assurance plan and oversee its implementation and use throughout the project. The basic goal of the plan is to provide quality work delivered on time and within budget. It is a primary tool of the project effort with periodic team meetings to:

- Address contractor coordination issues
- Identify key dates to maintain the project schedule
- Investigate constructability
- Discuss construction sequencing
- Track progress

This project-specific plan will include, at a minimum, the project description and objectives; required services; project organization; construction schedule; standards of practice; project procedures; procedures for preparing calculations, drawings, and reports; and procedures for logging, disseminating, and filing correspondence, meeting minutes, and other project-specific documentation.

Willdan has adopted the Caltrans Construction Manual as its standard for all our construction management and inspection activities and will incorporate Caltrans' prescribed standards and procedures by superimposing Caltrans' Construction Manual/City quality assurance program testing frequency tables and applying the data to construction materials used for the project. A matrix will be generated from the correlation of these documents that summarizes in detail the testing and frequency required for materials entering the project, including all required special inspections and structural observations. All Willdan team members will be fully cognizant of the materials testing matrix – leaving no room for error. As a secondary benefit, decisions regarding testing will have been formulated before construction begins.

Our team understands the importance of the quality assurance process and is committed to strict adherence to the project-specific plan throughout construction.

Value-Added Services

Public Outreach



Willdan will act as the primary contact during construction for the public to address concerns related to the project. On this type of high-profile project, Willdan has found it beneficial to provide the public with a means to voice their questions and concerns and receive timely responses with accurate information from the construction management team.

Immediately after receiving the notice to proceed, Willdan will reach out to businesses and residents and provide them with a hotline number to call with any questions they have about the project. All public concerns will be listened to with an empathetic ear. Contact information will be gathered and logged with the issues raised, and resolution of each issue will be proactively processed as acceptable to the City. We have found the project hotline number to be an effective way of providing:

- An outlet for the public to be heard
- A means to document and log issues and responses
- A plan to minimize the number of phone calls received at city half



 Assurance that the public receives accurate project updates and information from a person intimately knowledgeable about the project

Project-related phone calls will likely still be made to City Hall. In that event, City staff is encouraged to direct these callers to the project hotline, such that one person is responsible for providing project information – ensuring a consistent message is provided to all inquiries.

Traffic Engineering



Willdan's traffic engineers are experts in conducting traffic surveys and data collection, investigating motorist and vehicle characteristics, identifying and making recommendations on traffic safety and utilizing traffic laws and enforcement to determine traffic signal timing, and evaluating highway operations. Willdan's Design Engineering Group provides on-call traffic engineering services to the City of Inglewood and are intimately familiar with the City's standards, expectations, and goals for the work around the new stadium. These team members regularly develop and prepare traffic engineering geometric and channelization, traffic signal and street lighting, parking lot, and traffic control plans that warn, regulate, and guide traffic.



Project Team, Key Personnel, and Resumes

Willdan Engineering, a California corporation since 1964, is a subsidiary of Willdan Group, Inc., a publicly-traded Dela-ware corporation. Services are provided to nationwide clientele through three subsidiary firms – Willdan Engineering, Willdan Energy Solutions, and Willdan Financial Services – that offer a portfolio of diversified strengths. Throughout our history, Willdan Engineering (Willdan) has served as a full-service, multi-disciplinary firm specializing in municipal construction management and inspection, engineering, planning, and building safety services along with a full complement of support disciplines.

Proposed Project Team

Project Staffing Resources

In accordance with the staffing needs outlined in the City's Request for Proposal, Willdan is committing five high-performing staff to the City's South Prairie Avenue improvement project.

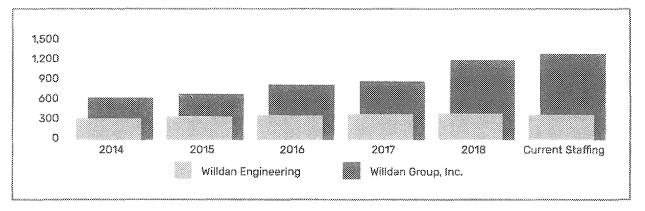
In the event of illness, vacation, or other unplanned absences of our key team members, Willdan has experienced and qualified backup staff ready to cover the project's man-

Statistics and the state of

Willdan's in-house staff resource management plan enables us to provide team members dedicated to the South Prairie Avenue Improvement project.

agement and inspection needs in instances of a key team member's temporary absence. We have an additional 16 qualified staff with commensurate experience who are qualified to serve as back-up support in times of vacation or unplanned absences. These staff members – along with our selected project team – represent a total of 23 staff members available for the City's improvement project. They possess significant relevant experience as resident engineers, construction managers, construction inspectors, and utility coordinators.

Our Construction Management and Inspection Group offers an additional 37 full- and part-time staff who can be called upon to assist with the project or to provide consultation to our project team. The remainder of our engineering, planning, construction management, and other discipline resources – totaling over 350 staff located in 12 engineering offices – provide consultation, if required, in disciplines such as roadway, traffic, stormwater drainage and flood control, geotechnical, and right-of-way engineering; materials testing; funding administration; landscape architecture; and permitting. Corporate-wide resources offer over 1,280 employees in 56 offices nationwide. Our organization enables staff to efficiently communicate project challenges and goals companywide – capitalizing on Willdan's full resources to deliver the highest quality and most cost-effective services.





Our described staffing resources – along with regular weekly project labor projections – provide us the staffing flexibility needed to definitively state that Willdan is fully prepared to maintain the assignment of our proposed key staff throughout the duration of the project, including our Resident Engineer/Construction Manager Mr. Michael Bustos, PE, ENV SP and our Lead Inspector Mr. Matthew Saab. Our proposed Alternate Inspector Mr. Larry Brown will assist Messrs. Bustos and Saab and be fully informed of the project's progress to carry on with the project in instances of Mr. Saab's absence for illness or other time off.



Mr. Chris Baca, RCI, CESSWI, Director of Construction Management and Inspection Group and our proposed Project Manager, will monitor the Construction Management and Inspection Group's other project workloads – in conjunction with the South Prairie Avenue project's staffing needs – to ensure our proposed team members are fully available to the City of Inglewood's project.

Proposed Team Member Identification

Our talented proposed team members have worked together on many projects and are experts at meeting the requirements of applicable codes, standards, and funding. Willdan's proposed team is staffed with five highly experienced professionals ready to provide the City with construction management, inspection, utility coordination, and office support with efficiency and the expertise required for the South Prairie Avenue Improvement project.

We propose to maintain all key and supporting staff assigned to the City's improvement project and will not remove key staff from the project without the City's approval.

Project Team Benefit to day of highwood

A key advantage Willdan offers the City is the length of employment each team member has with our firm – assuring the City that our team members have a long history of working together and will serve the City of Inglewood throughout the entire term of this contract.

Our team's combined experience totals 95 years with Willdan with 143 combined years in the engineering and construction industries.

Our proposed key personnel and technical support teams are identified below. In addition, we have described proposed project role(s), years with Willdan, total years of experience, and availability for the City's project.

| | | | | Freiten |
|----------------------------|---|----|----|---------|
| rean Mercher | Project Role(s) | | | |
| Chris Baca, RCI, CESSWI | * Project Manager | 32 | 36 | 20 |
| Michael Bustos, PE, ENV SP | Resident Engineer Construction Manager | 18 | 18 | 50 |
| Matthew Saab | * Lead Inspector | 5 | 16 | 100 |
| | | | | |
| Larry Brown | Alternate Inspector | 24 | 34 | 100 |
| Edward Cox | Utility Coordination Task Manager | 16 | 39 | 40 |

Project Team Organization

Our proposed Resident Engineer/Construction Manager, Mr. Michael Bustos, PE, ENV SP will be responsible for daily decisions and assignment of specific duties while monitoring the success and completion of project construction. Mr. Bustos will utilize office staff to complete specific administrative duties that include review of field activities. Our Project Manager Mr. Chris Baca, RCI, CESSWI will institute a system of

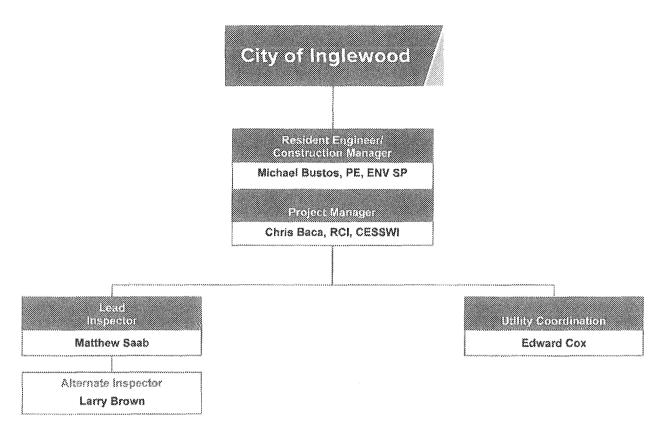
Region Grad

Willdan's goal is to exceed the City of Inglewood's expectations. Our key staff – Messrs. Baca, Bustos, and Saab—will work tirelessly to ensure that goal is met.

periodic reviews of the field file for conformance with LAPM requirements and Willdan's in-house quality assurance and filing system procedures. Messrs. Matthew Saab, Larry Brown, and Edward Cox will have specific assignments and move the products of their reporting to Mr. Bustos. This multi-level control approach has proved effective for Willdan by essentially eliminating the likelihood of missed or incorrect items.



Willdan's in-house services fully cover all disciplines necessary to complete the requested construction management and inspection services for the City's project – thereby eliminating the need for subconsultant team members. The organization chart contained herein illustrates the communication and reporting relationships among our team members.



Project Management Team

Mr. Chris Baca, RCI, CESSWI will serve as Project Manager. Mr. Baca will manage the overall project contract and provide monthly invoicing and status reports as required by the City. He will periodically review Willdan's construction files to ensure that records are kept current and maintained in accordance with Willdan's standard procedures. In the event of Mr. Bustos's absence, Mr. Baca will be available to serve as backup Construction Manager to ensure the project always has adequate coverage and all project construction management and inspection requirements are met.

Mr. Michael Bustos, PE, ENV SP will serve as Resident Engineer/Construction Manager and as the City's main point of contact. Mr. Bustos is a California-licensed civil engineer and an experienced Resident Engineer and Construction Manager. In addition to serving the City of Inglewood as Resident Engineer/Construction Manager on previous projects, he has served as construction manager or resident engineer for over 100 public works projects for various agencies throughout California with projects totaling over \$150 million in construction costs. He possesses over 18 years of public works design and construction management experience. Through his experience as a design engineer, project engineer, project manager, resident engineer, and construction manager, Mr. Bustos has developed an expertise in public infrastructure planning, design, award, funding, and construction.

As part of his responsibilities for the South Prairie Avenue Improvement project, Mr. Bustos will provide oversight of Willdan's onsite inspector to ensure services are provided in accordance with Willdan's procedures and quality standards and to fully satisfy the City's project expectations. He will be responsible for monitoring construction activities and enforcing contractor compliance with the contract documents.



Project Team Qualifications

The profiles below briefly outline our project team's licenses, certifications, education, years of experience, and the benefits they bring to the City's South Prairie Avenue Improvement project. Comprehensive resumes are presented at the end of this Project Team, Key Personnel, and Resumes section.

| Chris Baca, RCI, CESSWI | | • | <i>ject Role</i> Project Manager |
|--|---|--------|---|
| Summary Profile | | | |
| California, Division IV, Public W California, Division I, Engineeria BS, Public Administration, Califoralis Public Works Inspection, Califorangeles Extension | ng, RCI No. 5161 ornia State University, Fullerton * rnia State University, Los | ; ; | Asphalt Paving; Contract Administration and Change Orders for Federally-Funded Projects Seminars Inspection Principles; Public Contact; Slurry Seal; and Traffic Signal Inspection and Design Seminars 36 Years' Experience |

Experience/Skills that Benefit City of Inglewood

- Experience as public outreach liaison for public works construction projects
- Worked in construction industry for entire career
- Customer-service oriented with strong verbal and written communication skills and creative problem-solving capability
- Experience with City of Inglewood projects

| Michael Bustos, PE, ENV SP | Project Role |
|---|---|
| | Resident Engineer Construction Manager |
| Summary Profile | |
| Civil Engineer, California No. 73173 | 85, Civil Engineering (magna cum laude), California Poly- |
| Envision Sustainability Professional, Institute for Sustainable | e technic State University, San Luis Obispo |
| Infrastructure | * 18 Years' Experience |
| Resident Engineer Academy, Caltrans | · |

Experience/Skills that Benefit City of Inglewood

- Licensed civil engineer with 18 years of design experience for street improvements, pavement rehabilitation, and wet utilities
- Over 10 years of construction management experience for street improvements, pavement rehabilitation, wet utilities, storm drains, grading, vertical construction, tenant improvements, street lighting, landscaping and irrigation, and traffic signals
- Served as resident engineer for over two dozen federally- or state-funded projects, including FHWA/Caltrans, CDBG, and FEMA funding
- Served as project manager and/or construction manager for several Inglewood projects such as La Brea Avenue Phases II
 and III, Annual Streets and Alleys Rehabilitation, Imperial Highway Improvements, and Van Ness Avenue Improvements

| Matthew Saab | ρ, * | oject Role Lead Inspector |
|--|---------|------------------------------|
| Summary Profile * BS, Civil Engineering, University of Missouri, Columbia | * | 16 Years' Experience |
| Experience/Skills that Benefit City of Inglewood | | |

- Inspector for recent City of Inglewood street improvement projects such as Van Ness Avenue Improvements
- Extensive public works street improvement project experience
- Engineering degree with design background
- Exceptional recordkeeping and documentation skills



| Larry Brown | Project Rale * Alternate Inspector |
|---|--|
| Summary Profile | |
| * Post Certification and Continuing Education Program, San | * AQMD PM-10 |
| Bernardino Valley College | Macco Trench Shoring |
| Concrete Paving, Slurry Seal and Traffic Signals, Public | * Toxler Nuclear Soils Testing Equipment |
| Works Certification California State University, Los Angeles | * 34 Years' Experience |
| Bernardino Valley College * Concrete Paving, Slurry Seal and Traffic Signals, Public | Macco Trench Shoring Toxler Nuclear Soils Testing Equipment |

Experience/Skills that Benefit City of Inglewood

- Inspector for City's recently constructed Imperial Highway Improvements
- Extensive public works street improvement and pavement rehabilitation inspection experience
- Long-tenured employee with keen understanding of company standards and procedures for inspection
- Excellent public relations skills

| Edward Cox | Project Rale |
|--|--|
| | Utility Coordination Task Manager |
| Summary Prafile | Medical Control of the Control of th |
| * Apprenticeship Program, United Association Local 250 | * 38 Years' Experience |

Experience/Skills that Benefit City of Inglewood

- Inspection experience on several previous City project such as La Brea Avenue Phases II and III, Annual Streets and Alleys Rehabilitation, and Imperial High-way Improvements
- Utility coordination specialist with established working relationships with utility agencies and City of Inglewood
- Extensive public outreach experience

Project Team Relevant Experience

As demonstrated throughout this section, Willdan's experience conducting services necessary for the South Prairie Avenue Improvement project is extensive. As a result of this experience, our proposed team members are highly qualified to bring the City's project to successful fruition. The disciplines required for the City's South Prairie Avenue Improvement project are in direct alignment with our proposed project team's core competencies. These relevant services are briefly described below and the selected relevant projects detail how these services are utilized on a per-project basis.

Freed Team Advantages

All team members offer:

- Experience serving public agencies including City of Inglewood
- Long histories working with governmental regulatory agencies
- Strong understanding of public agency issues, procedures, and policies

Construction Management and Inspection



Willdan provides expertise in all areas of project and construction management, construction administration, construction inspection and observation, grant funding administration and compliance, labor and DBE compliance, and community relations. We specialize in partnering with clients to maintain good community relations with residents and businesses affected by construction. Willdan's corporate philosophy emphasizes strong leadership, cost effectiveness, timely performance, and consistent reciprocal communication with clients and internal and external resources.

Our resident engineers, construction managers, and construction inspectors offer reliable service, quality workmanship, use of good judgment, fair and equitable treatment, and adherence to our corporate integrity. These experienced team members identify and correct discrepancies, ambiguities, omissions, or conflicts in plans, specifications, and bid schedules that might generate misinterpretation and/or lead to agency and contractor disagreements. Our professionals are adept at anticipating issues before they arise through continual review of project plans, specifications, contractors' schedules, and contract documents. Potential problems are brought to the attention of the project manager and/or the contractor, along with constructive recommendations for solutions, so that costly



delays and negative impacts to the public are avoided. Representative Los Angeles County projects include:

- La Brea Avenue Pavement Reconstruction Phase II, City of Inglewood
- La Brea Avenue Realignment and Reconfiguration Phase III, City of Inglewood
- Van Ness Improvements, City of Inglewood
- Imperial Highway Improvements, City of Inglewood
- Pavement Rehabilitation of Various City Streets, City of Bell
- Lakewood Boulevard Improvements Phase 3C, City of Downey
- Azusa Avenue Rehabilitation, City of Azusa
- Street Resurfacing on Del Amo Boulevard, City of Lakewood
- Silver Spur Road and Street Resurfacing on Various Streets, City of Rolling Hills Estates
- Annual Street Resurfacing, City of Westlake Village
- Annual Arterial Street Resurfacing, City of Paramount
- Century Boulevard Median Island Improvements, City of Paramount
- Firestone Boulevard/Paramount Boulevard Intersection Widening, City of Downey

Utility Coordination and Permitting



Willdam's utility coordination staff is knowledgeable in effectively identifying existing utilities, providing timely notification, and anticipating and resolving potential conflicts on plans and specifications. They are keenly aware that utility identification and location are crucial to project planning and development and are essential to saving time and money and keeping a project schedule on track. Our staff is adept at detailed identification and notification processes required for a myriad of project types. Representative Los Angeles County projects include:

- La Brea Avenue Pavement Reconstruction Phase II, City of Inglewood
- La Brea Avenue Realignment and Reconfiguration Phase III, City of Inglewood
- Imperial Highway Improvements, City of Inglewood
- Palos Verdes Drive South and Palos Verdes Drive East Intersection Traffic Signal, City of Rancho Palos Verdes
- Crosswalk Improvements HSIP Cycle 8, City of La Puente
- Lakewood Boulevard Regional Corridor Capacity Enhancement, City of Lakewood
- Firestone Boulevard Capacity Enhancement, City of South Gate

City of Inglewood Project Experience



Willdan has been partnering with the City of Inglewood since 2003 – providing construction management, construction inspection, utility coordination, geotechnical engineering, materials testing, civil and traffic engineering design, environmental permitting, survey and mapping, assessment district, building safety, and energy services. A representative list of our projects is provided below with select construction management and inspection project descriptions presented immediately after the list.

- Van Ness Avenue Improvements
- State Route 9 ADA Improvements
- Los Angeles World Airports ITS Traffic Signal Communication Plan Improvements
- Imperial Highway Improvements Prairie Avenue to Van Ness Avenue
- City Hall 450-Ton Chiller Frequency Drive
- Centinela Avenue Street Improvements and *
 Traffic Signal Modifications *
- Police Station Locker Room Renovation
- On-Call Survey and Map Check
- La Tijera Safe-Route-to-School Cycle 9 Improvements

- Florence Avenue Corridor Improvements
- Football Stadium Transit Center
- Vincent Park Turf Installation
- Los Angeles County Metropolitan Transportation Authority Bus Line Survey
- Traffic Signal Systems and Intelligent Transportation System Specifications
- * Stadium Traffic Management Plan Phase I
- La Brea Avenue and Prairie Avenue HSIP Cycle 8 Signal Modifications
- Imperial Highway Traffic Improvement Plans
- Fiscal Year 2014/15, 2016/17, and 2017/18
 Streets and Alleys Rehabilitation



- Fiscal Year 2017 Pavement Management Pro- * gram Upgrade
- Centinela Avenue Street Improvements
- La Brea Avenue Pavement Reconstruction Phase II
- On-Call Engineering Support

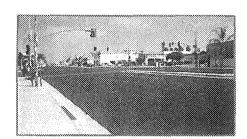
- Citywide Engineering and Traffic Survey Recertification
- On-Call Traffic Engineering Services
- La Brea Avenue Realignment and Reconfiguration – Phase III
- On-Call Assessment District Services

La Brea Avenue Intersection Realignment and Pavement Reconstruction Improvements - Phases II and III

Willdan services involved resident engineering, construction management, public works inspection, public outreach, utility coordination, materials testing, Caltrans Local Assistance liaison, and federal labor compliance, and quality assurance testing for the multi-phased, \$7-million, federally-funded project.

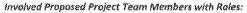
La Brea Avenue Pavement Reconstruction - Phase II

Phase II involved fully reconstructing the AC pavement roadway on La Brea Avenue between 104th Street and Market Street. Improvements encompassed removing and hauling existing asphalt concrete and fully reconstructing the roadway with hot-mix asphalt over compacted aggregate base — including removing and replacing over 18,450 cubic yards of asphalt and overlaying 18,000 tons of asphalt concrete. The project scope entailed PCC bus pads, minor concrete with utility frame cover adjustments, sidewalks, driveways, median curbs, concrete ADA-compliant ramps, automatic irrigation system, tree planting, striping, and signage.



La Brea Avenue Intersection Realignment - Phase III

Phase III realigned street intersections and installed a new traffic signal at the intersection of La Brea Avenue and Tamarack Avenue. Traffic signal modifications were made to signals at the intersections of Market Street and Hillcrest Boulevard. New catch basins were installed. Other improvements encompassed removing and replacing 2,600 cubic yards of asphalt, overlaying 5,000 tons of asphalt



- Chris Baca, Project Manager
- Michael Bustos, Resident Engineer
- Edward Cox, Utility Coordination Task Manager/Inspector

concrete in

stalling plain cement concrete ADA-compliant pedestrian ramps and bus pads; adjusting utility frame covers; modifying curbs, gutters, driveway approaches, and median curbs; installing irrigation systems; planting trees; signing; striping; and other related improvements necessary for the intersection realignment.

Imperial Highway Improvements

Imperial Highway is a heavily-utilized major thoroughfare traversing the City of Inglewood. The City obtained funding to perform vital upgrades to enhance an approximate 1.5-mile segment of arterial roadway on Imperial Highway between Prairie View and Van Ness Avenue. The improvements entail traffic signal modifications at four major in-



- Chris Baca, Project Manager
- * Michael Bustos, Resident Engineer
- Larry Brown, Inspector
- Edward Cox, Utility Coordination Task Manager/Inspector

tersections; 7,000 linear feet of fi-

ber optic conduit and cable; cold milling existing asphalt concrete pavement; asphalt concrete overlay; removing and replacing driveway approaches, sidewalks, curbs, and gutter; installing, plain cement concrete, ADA-compliant pedestrian ramps, pavement, and bus pads; signing; striping; and other





related work. The overall goals for the project were to enhance safety for both pedestrians and motorists and to ensure the roadway contributes to an effective, efficient, safe transportation system for the community accessing City destination points such as Los Angeles International Airport, Hollywood Park Casino, Forum, and SoFi Stadium.

Van Ness Avenue Improvements

Willdan provided inspection and material testing services for street and resurfacing improvements between Manchester Boulevard and 79th Street. The construction entailed reconstructing driveway approaches, sidewalks, curbs, gutters, cross gutters, and spandrels;

involved Proposed Project Team Members with Roles:

- » Michael Bustos, Project Manager
- Matthew Saab, Lead Inspector
- Larry Brown, Alternate Inspector

installing ADAcompliant pedestrian ramps, bus pads, pavement



delineations, and traffic detector loops; resurfacing asphalt concrete alleys; cold milling asphalt concrete surfaces; overlaying asphalt-rubber hot-mix; and adjusting utilities.

Streets and Alleys Rehabilitation

Willdan provided construction observation and materials testing services for the City's annual streets and alleys resurfacing program. Improvements have encompassed over 16 centerline miles of existing asphalt pavement, roadway application of slurry seal on over 18 centerline miles of roadway, and reconstruction of 2 centerline miles of

alleys. The project includes curb and



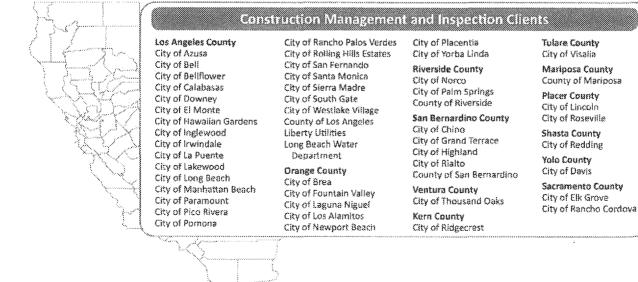
Involved Proposed Project Team Members with Roles:

- Michael Bustos, Project Manager
- Edward Cox, Inspector

gutter, sidewalks, ADA-compliant ramps, cross gutters, digouts, crack routing and filling slurry seal, cold milling, asphalt-rubber hot-mix overlay, traffic detector loops, and pavement delineations for 83 street segments.

Additional Municipal Relevant Project Experience

In addition to services provided to the City of Inglewood, Willdan offers a wealth of construction management and inspection project experience. We regularly provide on-call construction management and inspection services to cities and counties throughout California. A representative sampling of our clientele is provided below with detailed relevant project descriptions for select clients provided immediately following the table.





Ayala Drive Widening and Improvements to Jerry Eaves Park North and South Parking Lots

City of Rialto 335 West Rialto Avenue Rialto, CA 92376 Hector Gonzalez Associate Civil Engineer (909) 820-2525

Description of Services:

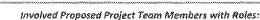
Willdan provided construction management, public works inspection, labor compliance, federal funding invoicing, and materials testing services for the street widening and parking lot improvement project. Improvements to the Jerry Eaves north and south parking lots included asphalt repairs, grading for the new south parking lot, asphalt paving of the south parking lot, new lighting, landscaping, ADA im-



provements, planting, and other appurtenant work. The Ayala Drive

Client Contact:

widening improvements included removing and replacing damaged asphalt, widening the existing street section, ADA improvements, two new traffic signals, new landscape medians, decorative cobble rock, traffic markings, and other appurtenant work.



- * Chris Baca, Project Manager
- Edward Cox, Utility Coordination Task Leader

Similarities to South Prairie Avenue improvement:

- Unclassified excavation
- ARHM paving
- Curb ramps
- * Curb and gutter
- * Sidewalk
- Bus pads

- » Driveway approaches
- Median removals
- Pavement delineation
- Landscaping
- Utility adjustments

West Ridgecrest Boulevard Reconstruction

City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555 Client Contact:

Loren Culp City Engineer (760) 499-5082

Description of Services:

Willdan performed construction management, inspection, utility coordination, materials testing, and federal labor compliance for full-depth reclamation and full reconstruction of this 1.5-mile arterial street segment. The project involved widening the road by 50 feet while lowering the street centerline elevation and flattening the street's cross fall. The project filled in all gaps in ADA-compliant travel ways and Class II bike lanes. Numerous utility relocations, including power poles, traffic signals, and street lighting; median improvements; landscaping; and irrigation were major components of this street widening and reconstruction project.



Similarities to South Prairie Avenue improvement:

- Arterial street
- Curb and gutter
- Caltrans permitting
- Sidewalk
- Pavement reconstruction
- Tree installations
- Median improvements
- Utility adjustments
- Curb ramps
- Pavement delineation

Involved Proposed Project Team Members with Roles:

- Chris Baca, Project Manager
- Michael Bustos, Resident Engineer
- Larry Brown, Construction Inspector



Lakewood Boulevard Improvements - Phase 3C

City of Downey 11111 Brookshire Avenue Downey, CA 90241

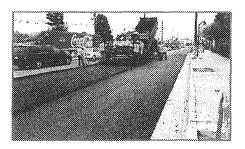
Client Contact:

Lorena Powell Associate Engineer (562) 904-7110

Description of Services:

Willdan's services involved construction management, resident engineering, and material testing services. The project involved improvements along Lakewood Boulevard from Gallatin Road to 450-feet south of Telegraph Road and along Lindell Avenue from Interstate 5 northbound off-ramp to Telegraph Road. The work encompassed unclassified excavation; subgrade preparation; import; grading; and ag-





gregate base compaction; median removal; turn pocket construction;

cold milling existing pavement; conventional and rubberized hot-mix asphalt pavement; curb, gutter, sidewalk, curb ramp, driveway, cross gutter construction; bollard installations; utility adjustments; traffic signage; striping and pavement markings; drainage; water quality (bioswale and underground infiltration basin); potable and recycled water; traffic signal and street lighting; landscaping and irrigation; new bus shelters; and newsstand relocations.

Similarities to South Prairie Avenue improvement:

- Arterial street
- Caltrans permitting
- Public outreach
- Unclassified excavation
- » Median removal
- Cold milling
- ARHM paving
- Curb ramps
- * Metal pipe handrails

- Curb and gutter
- Sidewalks
- Street improvements
- Utility adjustments
- Pavement delineation
- Tree installations
- Catch basin screen installation
- Traffic detector loops

Involved Proposed Project Team Members with Roles:

- Chris Bacu, Project Manager
- Michael Bustos, Construction Manager
- Matthew Soab, Construction Inspector

Base Line Road Safety Improvements

City of Highland 27215 Base Line Road Highland, CA 92346

Description of Services:

The project involved 0.25 mile of improvements between Boulder Avenue and Interstate 210 to widen the southeast corner of Base Line Road and Siene Avenue. Improvements entailed widening Base Line Road at Seine Avenue to add a new right-turn pocket; reconstructing sidewalks and driveways; rehabilitating pavement; modifying traffic signals; installing raised landscaped medians, irrigation, landscaping, PCC bus pads, and pavement delineations. The improvements im-

Client Contact: Carlos Zamano Assistant Public Works Director (909) 864-6861 extension 254



pacted an Arco gas station by eliminating parking spaces and requiring monument sign relocation. The final layout required SCE transformer switch, fire hydrant, AT&T vault, and SCE street light relocations. Services involved



street, traffic signal, street light, landscape and irrigation, and signing and striping plans along with utility coordination, topographic survey, legal descriptions—including plats for right-of-way takes and street vacation. In addition, Willdan provided construction management, construction inspection, materials testing, labor compliance, federal funding administration, and NEPA/CEQA environmental clearance documentation.

Similarities to South Prairie Avenue improvement:

- Arterial street
- Caltrans permitting
- Median removals
- Curb ramps
- Curb and gutter
- Sidewalks

- Traffic detector loops
- Public outreach
- * Streetscape improvements
- Cold milling
- * ARHM paving
- Pavement delineation

Involved Proposed Project Team Members with Roles:

- Michael Bustos, Resident Engineer/ Project Manager
- * Larry Brown, Construction Inspector
- Edward Cox, Utility Coordination Task Leader

East and West Downs Street Widening

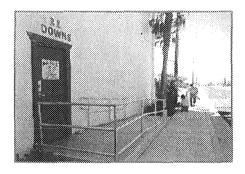
City of Ridgecrest 100 West California Avenue Ridgecrest, CA 93555

Description of Services:

Willdan provided civil and traffic engineering design, environmental compliance, right-of-way acquisition, and bidding assistance and is providing resident engineering, construction management, inspection, quality assurance materials testing, federal funding administration, and labor compliance for widening improvements to close a 1,500-foot gap 1,500-foot gap on Downs Street between Upjohn Avenue and Ridgecrest Boulevard and on Upjohn Avenue between Acacia Street and Downs Street. The \$4.1 million improvement project goal was to widen the narrow street segment to an ultimate width to match the other previously widened segments at both ends. The project was split into two phases — east and west — for funding purposes.

Client Contact:

Loren Culp City Engineer (760) 499-5082



Both projects are funded through the Surface Transportation Program. The east side widening is completed and involved new curb, gutter, sidewalk, metal pipe handrails, ADA-compliant pedestrian curb ramps, driveway approaches, drainage culvert and headwall, cement treatment, asphalt-rubber hot-mix overlay, and other improvements. The west side widening design is being finalized and will encompass new raised median, street lighting, conduit, ADA-compliant pedestrian curb ramps, AC dike, curb and gutter, compacted native walkways, sidewalks, driveway approaches, cement treatment, asphalt-rubber hot-mix overlay, and other improvements.

Similarities to South Prairie Avenue Improvement:

- Arterial street
- Caltrans coordination
- Public outreach
- Street improvements
- Curb ramps
- Cold milling
- Curb and gutter
- ARHM paving
- Sidewalks
- Pavement Delineation
- Metal pipe handrails
- Traffic Detector Loops

Involved Proposed Project Team Members with Roles:

- Michael Bustos, Resident Engineer/ Project Manager
- Matthew Saab, Construction Inspector
- Edward Cox, Utility Coordination Task Leader



Bastanchury Road Widening

City of Yorba Linda 4845 Casa Loma Avenue Yorba Linda, CA 92886

Client Contact:

Rick Yee Assistant City Engineer (714) 961-7170

Description of Services:

Willdan provided construction management, inspection, material testing, utility coordination, and other related services for the road widening project. The improvements entailed widening a ½-mile segment of Bastanchury Road between Eureka Avenue and Lakeview Avenue. The project involved construction of new drainage improvements, Filterra units, sidewalk, curb, gutter, curb ramps, asphalt-rubber hot-mix overlay, street reconstruction, tree removals and plantings, DG pathway, pavement delineations, utility adjustments, traffic detector loops, and other related improvements.



Similarities to South Prairie Avenue improvement:

- Arterial street
- Cold milling
- Public outreach
- ARHM overlay
- Unclassified Excavation
- Tree removals
- Curb and gutter
- Tree planting

- Sidewalks
- Utility adjustments
- Curb ramps
- Pavement delineation
- Oriveway approaches
- Traffic detector loops

Involved Proposed Project Team Members with Roles:

- Chris Baca, Project Manager
- Michael Bustos, Resident Engineer
- Matthew Saab, Construction Inspector
- Edward Cox, Utility Coordination Task Leader/Inspector

Del Amo Boulevard Street Resurfacing

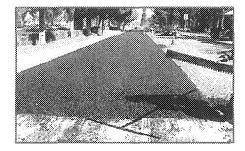
City of Lakewood 5050 Clark Avenue Lakewood, CA 90712

Client Contact:

Lisa Rapp
Director of Public Works/City Engineer
(562) 866-9771

Description of Services:

Willdan provided construction management, contract administration, construction inspection, engineering support, utility coordination, materials testing, federal funding administration, and labor compliance for resurfacing Del Amo Boulevard between Downey Avenue and Clark Avenue. The STPL-funded improvements involved overlaying asphalt-rubber hot-mix, cold milling, reconstructing damaged asphalt concrete pavement, and installing ADA-compliant pedestrian curb ramps, traffic signal loops, signing, and striping.



Similarities to South Prairie Avenue improvement:

- Arterial street
- Sidewalk Repairs
- Public outreach
- * Spandrels and cross gutters
- Caltrans coordination
- Cold milling
- Street improvements
- ARHM paving
- Curb ramps
- Pavement delineation
- Curb and gutter repairs
- Traffic detector loops

Involved Proposed Project Team Members with Roles:

- Chris Baca, Project Manager
- Matthew Saab, Construction Inspector
- Edward Cox, Utility Coordination Task Leader



Catch Basin Inlet and Connector Pipe Screens

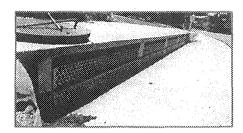
City of Westlake Village 31200 Oak Crest Drive Westlake Village CA 91361

Client Contact:

Audrey Brown Assistant City Manager (818) 706-1613

Description of Services:

The City of Westlake Village installed full-capture devices on their Lake Lindero storm drain system to prevent trash and debris in the drain from entering the lake. Willdan identified all public catch basins connected to the Canyon Oaks neighborhood drainage system and prepared specifications to install CPS and ARS units at 27 catch basins. Willdan coordinated with County of Los Angeles Flood Control District to obtain permits and schedule County inspections for the work. Willdan provided construction management and inspection services on behalf of Westlake Village.



Similarities to South Prairie Avenue Improvement:

Automatic retractable screens * Los Angeles County Flood Control for existing catch basins District permitting and coordination

Involved Proposed Project Team Members with Roles:

Michael Bustos, Project Manager/Engineer

Resumes

Resumes for our proposed project team are provided on the pages immediately following this subsection.



Chris Baca, RCI, CESSWI

Project Manager

Profile Summary

Education: BS, Public Administration, California State University, Fullerton

Public Works Inspection, California State University, Los Angeles Extension

Asphalt Paving; Contract Administration and Change Orders for Federally Funded Projects Seminars Inspection Principles; Public Contact; Slurry Seal; and Traffic Signal Inspection and Design Seminars

Registration: California, Division IV, Public Works, RCI No. 4161

California, Division I, Engineering, RCI No. 5161

Experience: 36 Years

Mr. Chris Baca is responsible for directing and monitoring public works inspection services and overseeing construction inspection personnel. His experience includes construction management of capital improvement projects in areas of water systems, street improvements, park improvements, storm drains, sanitary sewers, asphalt resurfacing (including asphalt-rubber products), concrete paving, landscaped medians, and traffic signals. Mr. Baca is familiar with the inspection and contract administration of other grant funded projects in accordance with Caltrans Local Assistance Procedures Manual.

Relevant Project Experience

La Brea Avenue Pavement Reconstruction – Phase II, City of Inglewood, California. Project Manager responsible for overall project management and oversight of this federally-funded project. The improvements involved full reconstruction of the AC pavement roadway on La Brea Avenue and Hawthorne Boulevard between 104th Street and Market Street. Improvements encompassed removing and hauling existing asphalt concrete and fully reconstructing the roadway with hot-mix asphalt concrete over compacted aggregate base. The project scope entailed PCC bus pads, minor concrete with utility frame cover adjustments, sidewalks, driveways, median curbs, concrete ADA-compliant ramps, automatic irrigation system, tree planting, striping, and signage. Willdan provided labor compliance, materials testing, public works observation, and contract administration.

La Brea Avenue Intersection Realignment/Reconfiguration — Phase III, City of Inglewood, California. Project Manager responsible for overall project management and oversight of this federally-funded project. The improvements encompassed reconfiguring street intersections; traffic signal modifications, asphalt concrete overlay; installing a traffic signal, catch basins, irrigation systems, plain cement concrete ADA-compliant pedestrian ramps, and bus pads; adjusting utility frame covers; modifying curbs, gutters, driveway approaches, and median curbs; planting trees; signing; striping; and other related improvements. Willdan provided labor compliance, materials testing, public works observation, and contract administration.

Imperial Highway Improvements, City of Inglewood, California. Project Manager responsible for overall project management and oversight for 1½ miles of street improvements between Prairie Avenue and South Van Ness Avenue. The project involved cold milling existing AC pavement, asphalt concrete overlay, remove and replace driveway approach, sidewalks, curb and gutter, alley and intersection ADA-compliant curb ramps, AC pavement, PCC pavement, PCC bus pads, signing and striping, traffic signal modifications, and other related improvements.

Ayala Drive Widening and Improvements to Jerry Eaves Park North and South Parking Lots, City of Rialto, Callfornia. Project Manager responsible for overall project management and oversight of the project. Improvements to the Jerry Eaves north and south parking lots included asphalt repairs, grading for the new south parking lot, asphalt paving of the south parking lot, new lighting, landscaping, ADA improvements, planting, and other appurtenant work. The Ayala Drive widening improvements included removing and replacing damaged asphalt, widening the existing street section, ADA improvements, two new traffic signals, new landscape medians, decorative cobble rock, traffic markings, and other appurtenant work.

West Ridgecrest Boulevard Reconstruction, City of Ridgecrest, California. Project Manager responsible for overall project management and oversight for the \$6 million federally-funded reconstruction and widening project. The project involved full pavement reconstruction and widening for a 1.5-mile segment of the City's primary east-west



arterial street between Mahan Street and China Lake Boulevard. The project included widening the road, lowering the street centerline elevation, and flattening the street's cross fall. The project filled all gaps in ADA-compliant travel ways and Class II bike lanes.

Lakewood Boulevard Improvements – Phase 3C, City of Downey, California. Project Manager responsible for overall project management and oversight for the roadway improvements. The project encompassed drainage; water quality (bioswale and underground infiltration basin); potable and recycled water; curb, gutter, sidewalk, curb ramp, driveway, cross gutter construction; bollard installations; utility adjustments; traffic signage; striping and pavement markings; traffic signal and street lighting; landscaping and irrigation; new bus shelters; and newsstand relocations.

Bastanchury Road Widening, City of Yorba Linda, California. Project Manager responsible for overall project management and oversight for drainage improvements, sidewalk, curb/gutter, street reconstruction and widening, asphalt concrete overlay, retaining walls, landscaping and irrigation, traffic detector loops, and other related improvements. Willdan provided construction management inspection, material testing, and other services for the \$2.4 million road widening project.

Del Amo Boulevard Street Resurfacing, City of Lakewood, California. Project Manager responsible for overall project management and oversight for resurfacing improvements between Downey Avenue and Clark Avenue. The STPL-funded improvements involved overlaying asphalt-rubber hot-mix, cold milling, reconstructing damaged asphalt concrete pavement, and installing ADA-compliant pedestrian access curb ramps and traffic signal loops, signing, and striping.

Ninth Street Improvements, City of Highland, California. Project Manager responsible for overall oversight and scheduling of construction administration and inspection services for street improvements. The project involved removing and replacing damaged asphalt, repairing concrete, overlaying asphalt, and installing slurry seal. Willdan tracked quantities, provided claims mitigation, responded to RFIs, tracked submittals, and maintained the construction file.

Transit Priority, City of Santa Monica, California. Project Manager responsible for overall oversight and scheduling of construction administration and inspection services for the City's Transit Priority improvements. The project involved installing new fiber optic, minor traffic signal modifications, and other related improvements. In addition to construction management services, Willdam performed public outreach to local businesses and residents affected by the construction.

Bradford/Madison Street Improvement, City of Placentia, California. Project Manager responsible for overall oversight and scheduling of construction administration, management, inspection, and labor compliance for the street improvements. The ARRA-funded project involved removing and replacing damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting street trees, and other related improvements.

Ramona B Street Improvement, City of Baldwin Park, California. Project Manager responsible for overall oversight and scheduling of construction administration, management, inspection, and labor compliance for the street improvements. The ARRA-funded project involves removing and replacing damaged street sections, asphalt overlay, miscellaneous concrete repairs to sidewalks and curbs, planting street trees, and other related improvements.

Palos Verdes Drive North, City of Rolling Hills Estates, California. Project Manager responsible for overall oversight and scheduling of construction management and inspection services for rehabilitation improvements from Crenshaw Boulevard to Rolling Hills Road. Additional services encompassed design, bid advertisement, bid analysis, other preconstruction services, and labor compliance. The project was funded through the Federal Highway Administration and American Recovery and Reinvestment Act.



Michael Bustos, PE, ENV SP

Resident Engineer/Construction Manager

Profile Summary

Education: Resident Engineer Academy, California Department of Transportation

B5, Civil Engineering (magna cum laude); California Polytechnic State University, San Luis Obispo

Registration:

Civil Engineer, California No. 73173

Envision Sustainability Professional

Experience:

18 Years

Mr. Michael Bustos is responsible for construction management, analysis, design, and plan review of roadway reconstruction, drainage, water and sewer pipeline, pavement rehabilitation, street, traffic signal, landscaping and irrigation, grading, and ADA improvement projects. He has served as construction manager and/or resident engineer for over 100 public works projects for various agencies throughout California Mr. Bustos possesses both public works design and construction management expertise. He offers valuable experience with coordinating materials testing and compliance checks for certified payroll documents relative to current prevailing wage laws and ensuring compliance with federal funding requirements.

Relevant Project Experience

La Brea Avenue Pavement Reconstruction – Phase II, City of Inglewood, California. Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for this federally-funded project. The improvements involved full reconstruction of the AC pavement roadway on La Brea Avenue and Hawthorne Boulevard between 104th Street and Market Street. Improvements encompassed removing and hauling existing asphalt concrete and fully reconstructing the roadway with hot-mix asphalt concrete over compacted aggregate base. The project scope entailed PCC bus pads, minor concrete with utility frame cover adjustments, sidewalks, driveways, median curbs, concrete ADA-compliant ramps, automatic irrigation system, tree planting, striping, and signage. Willdan provided labor compliance, materials testing, public works observation, and contract administration.

La Brea Avenue Intersection Realignment/Reconfiguration – Phase III, City of Inglewood, California. Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for this federally-funded project. The improvements encompassed reconfiguring street intersections; traffic signal modifications, asphalt concrete overlay; installing a traffic signal, catch basins, irrigation systems, plain cement concrete ADA-compliant pedestrian ramps, and bus pads; adjusting utility frame covers; modifying curbs, gutters, driveway approaches, and median curbs; planting trees; signing; striping; and other related improvements. Willdan provided labor compliance, materials testing, public works observation, and contract administration.

Imperial Highway Improvements, City of Inglewood, California. Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for 1½ miles of street improvements between Prairie Avenue and South Van Ness Avenue. The project encompassed traffic signal modifications at four major intersections, fiber optic conduit and cable, cold milling existing AC pavement, rubberized asphalt concrete overlay, removal and replacement of driveway approaches, sidewalks, curbs and gutter, ADA-compliant curb ramps, AC and PCC pavement, PCC bus pads, signing and striping, and other related improvements.

Van Ness Avenue Improvements, City of Inglewood, California. Project Manager responsible for overseeing inspection and materials testing for street and resurfacing improvements between Manchester Boulevard and 79th Street. The construction entailed reconstructing driveway approaches, sidewalks, curbs, gutters, cross gutters, and spandrels; installing ADA-compliant pedestrian ramps, bus pads, pavement delineations, and traffic detector loops; resurfacing asphalt concrete alleys; cold milling asphalt concrete surfaces; overlaying asphalt-rubber hot-mix; and adjusting utilities.



West Ridgecrest Boulevard Reconstruction, City of Ridgecrest, California. Resident Engineer responsible for overseeing construction management, inspection, public outreach, and materials testing for the \$6 million federally-funded reconstruction and widening project. The project involved full pavement reconstruction and widening for a 1.5-mile segment of the City's primary east-west arterial street between Mahan Street and China Lake Boulevard. The project included widening the road, lowering the street centerline elevation, and flattening the street's cross fall. The project filled all gaps in ADA-compliant travel ways and Class II bike lanes.

Lakewood Boulevard Improvements – Phase 3C, City of Downey, California. Construction Manager responsible for overall construction management and inspection for the roadway improvements. The project encompassed drainage; water quality (bioswale and underground infiltration basin); potable and recycled water; curb, gutter, sidewalk, curb ramp, driveway, cross gutter construction; bollard installations; utility adjustments; traffic signage; striping and pavement markings; traffic signal and street lighting; landscaping and irrigation; new bus shelters; and newsstand relocations.

Base Line Road Safety Improvements, City of Highland, California. Resident Engineer/Project Manager responsible for overall contract administration and overseeing construction, labor compliance, materials testing, and public works observation for street improvements between Boulder Avenue and Interstate 210. This federally-funded project involved new right-turn pocket, traffic signal modifications, sidewalk, ADA-compliant ramps, asphalt-concrete and asphalt-rubber hot-mix overlays, and other related improvements.

East and West Downs Street Widening, City of Ridgecrest, California. Resident Engineer/Project Manager responsible for overall contract administration, contractor oversight, construction management, inspection, and materials testing for the approximate \$4.1 million widening project. The ½-mile improvements on Downs Street between Upjohn Avenue and Ridgecrest Boulevard and on Upjohn Avenue between Acacia Street and Downs Street were necessary to close a gap created by widenings in other locations along the two streets. Willdan's additional scope entailed civil, traffic, drainage, and right-of-way engineering; environmental clearance, survey mapping, labor compliance, grant administration, and utility coordination.

Bastanchury Road Widening, City of Yorba Linda, California. Resident Engineer responsible for overseeing construction, labor compliance, materials testing, public works observation, and contract administration for the roadway widening. The project involved construction of new drainage improvements, sidewalk, curb/gutter, asphalt overlay, street reconstruction, and other appurtenant improvements.

Annual Pavement Rehabilitation, City of Palm Springs, California. Resident Engineer responsible for overall contract administration, contractor oversight, construction management, inspection, and materials testing for the City's \$8 million 2015 Citywide Pavement Rehabilitation and \$1.8 million 2015 Citywide Annual Slurry Seal projects. The projects generally involved pulverizing the existing street sections, grading the pulverized sections, cement treatment, asphalt paving, micro-milling, slurry seal application, ADA-compliant ramps, traffic markings, and other related work for over 150 streets throughout the city.

Hacienda Boulevard Rehabilitation Improvements, City of California City, California. Construction Manager/Resident Engineer responsible for overall contract administration, contractor oversight, construction management, inspection, and materials testing for this federally funded roadway reconstruction project. The improvements involved complete removal and hauling off existing asphalt concrete and full reconstruction of the existing roadway with hot-mix asphalt over cement-treated subgrade. The project scope included drainage improvements; utility frame cover adjustments, sidewalks, driveways, concrete ADA-compliant pedestrian access ramps, signing, and striping.

Phillips Boulevard HSIP Traffic Calming, City of Pomona, California. Resident Engineer responsible for overseeing construction, labor compliance, material testing, construction inspection, and contract administration for the federally-funded project. The improvements entailed installing a new traffic signal, replacing a traffic signal pole, modifying signal controllers, installing speed feedback signs and RRFBs, and modifying signing and striping.



Matthew Saab

Lead Inspector

Profile Summary

Education:

BS, Civil Engineering, University of Missouri, Columbia

Experience:

16 Years

Mr. Matthew Saab possesses expertise in construction inspection and monitoring progress to ensure contractor conformance. Mr. Saab utilizes his strong construction management capabilities by managing multiple tasks in fast-paced work environments. He is computer proficient with Math CAD, Auto CAD, Retain Pro, MORA, WSPG, HEC-RAS, ARC VIEW, and Water.

Relevant Project Experience

Van Ness Avenue Improvements, City of Inglewood, California. Lead Inspector responsible for providing daily inspection for street and resurfacing improvements between Manchester Boulevard and 79th Street. The construction entailed reconstructing driveway approaches, sidewalks, curbs, gutters, cross gutters, and spandrels; installing ADA-compliant pedestrian ramps, bus pads, pavement delineations, and traffic detector loops; resurfacing asphalt concrete alleys; cold milling asphalt concrete surfaces; overlaying asphalt-rubber hot-mix; and adjusting utilities.

Lakewood Boulevard Improvements – Phase 3C, City of Downey, California. Construction Inspector responsible for providing contract administration support for the roadway improvements. The project encompassed drainage; water quality (bioswale and underground infiltration basin); potable and recycled water; curb, gutter, sidewalk, curb ramp, driveway, cross gutter construction; bollard installations; utility adjustments; traffic signage; striping and pavement markings; traffic signal and street lighting; landscaping and irrigation; new bus shelters; and newsstand relocations.

East and West Downs Street Widening, City of Ridgecrest, California. Construction Inspector responsible for providing daily inspection of construction activities, contractor oversight, materials testing coordination, verification of quantities, public out-reach for the approximate \$4.1 million widening project. The ½-mile improvements on Downs Street between Upjohn Avenue and Ridgecrest Boulevard and on Upjohn Avenue between Acacia Street and Downs Street were necessary to close a gap created by widenings in other locations along the two streets. Willdan's additional scope entailed civil, traffic, drainage, and right-of-way engineering; environmental clearance, survey mapping, construction management, labor compliance, grant administration, and utility coordination.

Bastanchury Road Widening, City of Yorba Linda, California. Construction Inspector responsible for providing inspection support for drainage improvements, sidewalk, curb/gutter, street reconstruction and widening, asphalt concrete overlay, retaining walls, landscaping and irrigation, traffic detector loops, and other related improvements. Willdan provided construction management inspection, material testing, and other services for the \$2.4 million road widening project.

Del Amo Boulevard Street Resurfacing, City of Lakewood, California. Construction Inspector responsible for providing inspection for resurfacing improvements between Downey Avenue and Clark Avenue. The STPL-funded improvements involved overlaying asphalt-rubber hot-mix, cold milling, reconstructing damaged asphalt concrete pavement, and installing ADA-compliant pedestrian curb ramps and traffic signal loops, signing, and striping.

Firestone Boulevard Improvement, City of Downey, California. Construction Inspector responsible for assisting with observing contractor activities and verifying conformance with the contract documents, field coordination with the general contractor's foreman, and materials testing coordination. he project included construction of raised median islands between Patton Road and Marbel Avenue with recycled water irrigation and drought-tolerant landscaping, rehabilitation of existing asphalt concrete pavement, repair of damaged concrete surfaces, and signing and striping.

Annual Street Resurfacing, City of Westlake Village, California. Supervising inspector responsible for daily observation of contractor activities and verifying conformance with the contract documents, public outreach, responding to citizen concerns and questions, field coordination with the general contractor's foreman, measuring and



tracking quantities for progress payments, and preparing the punch list. The general nature of the work included minor concrete, cold milling and asphalt-rubber hot-mix overlay, RAP slurry seal, utility adjustments, and striping on 34 streets throughout six neighborhoods throughout the City.

Bear Valley Road Improvements, Bear Valley Springs Community Service District, Tehachapi, California. Construction Inspector responsible for providing inspection for the project. Improvements involved an emergency waterline repair, drainage improvements, water improvements, swales, AC dikes, full-depth reclamation, hot-mix asphalt paving, utility adjustments, and pavement delineations.

YMCA Offsite and Onsite improvements, City of Westlake Village, California. Construction Manager responsible for providing contract administration for a YMCA community recreation center and multi-purpose sports field complex on a 33-acre hillside site. The overall earthwork involved remediation, cut and fill quantities of over 1 million cubic yards of earth, and backbone storm drain infrastructure as wells as debris and retention basins. The site utility plan included services for water, sanitary sewer, gas and electric. The water system includes three booster pump stations — one for potable service for site uses and the other two for reclaimed water irrigation use. Willdan coordinated processing the plans through the Los Angeles County Department of Public Works and provided engineering construction support to facilitate construction and resolve construction issues.

Heritage Valley Parks Tract No. 5520 Storm Drain Improvements, City of Fillmore, California. Construction Inspector responsible for providing inspection for the \$40 million land development project. Improvements encompassed offsite storm drains, wet and dry utilities, street and drainage, landscaping and irrigation, roadway structural sections to support the development, and other public improvements associated with the residential development. The offsite improvements include approximately 1,750 linear feet of double-reinforced concrete box, 1,100 linear feet of single-reinforced concrete box, 800 linear feet of open channel, and 600 linear feet of RCP.

Maple Avenue Improvements, City of Rialto, California. Construction Inspector responsible for providing inspection for the concrete repair. The project involves removing and replacing damaged sidewalk, curb, gutter, cross gutter, driveways, and other PCC improvements. Willdan provided construction management and inspection.

Alder Avenue Storm Drain Improvements Phase 1, City of Rialto, California. Construction Inspector responsible for providing inspection for the drainage improvement projects. The project involved installing 5,000 linear feet of VCP sewer, manholes, lateral lines, asphalt trench repair, and other related improvements.

WalMart Development, City of Ridgecrest, California. Construction Inspector responsible for providing inspection for onsite and offsite grading, street construction, drainage channel construction, drainage culvert construction, asphalt placement, concrete construction and earthwork activities in connection with the WalMart development. Willdan provided complete construction management, geotechnical, and inspection.

Rio Vista Park, City of Fillmore, California. Construction Inspector responsible for providing inspection for the developer-built, but City-owned and maintained park located on Heritage Valley Parkway and associated with development of Tract 5496. The park includes features such as picnic trellises, maintenance building, restroom building, tot lot and toddler lots with shade structures, site perimeter fencing, decorative handrails, outdoor basketball court, fitness area, soccer fields, detention basins, landscaping and irrigation.

MetroLink Station Parking Lot Expansion, City of Rialto, California. Construction Inspector responsible for inspecting construction of improvements for an existing MetroLink station parking lot on Willow Avenue. The improvement entailed hazardous material remediation, demolition of an existing industrial warehouse building, utility relocation and coordination, minor concrete and asphalt concrete paving, underground electrical and parking lot lighting systems, irrigation and landscaping, and signing and striping. The project required a temporary right-of-entry agreement with Southern California Regional Rail Authority and railroad coordination.



Larry Brown

Alternate inspector

Profile Summary

Education:

Post Certification and Continuing Education Program, San Bernardino Valley College

Certifications:

Concrete Paying, Slurry Seal, and Traffic Signal Public Works Certification, California State University,

Los Angeles AQMD PM-10

Macco Trench Shoring

Toxler Nuclear Soils Testing Equipment

Experience:

34 Years

Mr. Larry Brown is responsible for construction administration and observation of a wide range of public works improvement projects. His construction project experience entails street reconstruction, pavement rehabilitation, traffic signal and signing, drainage facility, railroad grade crossing, highway, landscape, and underground utility improvements, as well as commercial and residential developments. Mr. Brown served as Public Works Observer for the Cities of Hesperia, Moreno Valley, and Temecula where he was responsible for review of plans and specifications prior to construction to ensure compliance with City standards and conducting inspection of the construction for the improvements. Mr. Brown's construction administration experience involves coordinating activities with contractors, utility companies, and other agencies; processing change orders, progress payments, and other construction documents; investigating citizen complaints, and resolving field issues and challenges; and reviewing plans, specifications, and estimates packages for compliance with established standards and guidelines.

Mr. Brown worked for over seven years in the fields of soils and materials testing and inspection. His experience includes soils and materials testing on mass grading, utility trenching, storm drain, and street projects, as well as concrete and asphalt inspection and control.

Relevant Project Experience

imperial Highway Improvements, City of Inglewood, California. Construction Inspector responsible for providing inspection for 1½ miles of street improvements between Prairie Avenue and South Van Ness Avenue. The project encompassed traffic signal modifications at four major intersections, fiber optic conduit and cable, cold milling existing AC pavement, rubberized asphalt concrete overlay, removal and replacement of driveway approaches, sidewalks, curbs and gutter, ADA-compliant curb ramps, AC and PCC pavement, PCC bus pads, signing and striping, and other related improvements.

Van Ness Avenue Improvements, City of Inglewood, California. Alternate Construction Inspector responsible for providing inspection support for street and resurfacing improvements between Manchester Boulevard and 79th Street. The construction entailed reconstructing driveway approaches, sidewalks, curbs, gutters, cross gutters, and spandrels; installing ADA-compliant pedestrian ramps, bus pads, pavement delineations, and traffic detector loops; resurfacing asphalt concrete alleys; cold milling asphalt concrete surfaces; overlaying asphalt-rubber hot-mix; and adjusting utilities.

West Ridgecrest Boulevard Reconstruction, City of Ridgecrest, California. Construction Inspector responsible for providing daily inspection for the street improvements. The project involved constructing full street improvements from Mahan Street to Downs Street and repairing concrete and roadway to China Lake Boulevard. The asphalt concrete structural section was constructed with full-depth reconstruction with cement-treated soil. Two traffic signals, 30 decorative street lights, and landscape bulb-outs were part of the constructed improvements. Willdan served as liaison with Caltrans to communicate and coordinate efforts to remove and reinstall the traffic detection loops at State Highway 395 (China Lake Boulevard). Willdan provided construction management, inspection, and materials testing.

Base Line Safety Improvements, City of Highland, California. Construction Inspector responsible for daily observation of construction activities and monitoring the construction site for improvements between Palm Avenue and the 210 Freeway. The project involved installing raised landscaped medians, decorative pavers at the intersections



of Palm/Baseline and Church/Baseline, and decorative street lighting; repairing damaged curb and gutter; constructing a decorative crosswalk; and other related improvements. Willdan provided construction management, inspection, labor compliance, funding administration, and material testing.

Pavement Rehabilitation No. 501, City of Palm Springs, California. Construction Inspector responsible for inspections for the City's \$10-million pavement rehabilitation improvements for over 100 streets throughout the city. The improvements entailed pulverizing street sections; grading pulverized sections; applying cement treatment; installing asphalt paving, ADA-compliant ramps, and traffic markings; and other necessary improvements. Willdan provided construction management, inspection, and material testing.

College Heights Roadway Improvement, City of Ridgecrest, California. Supervising Construction Inspector responsible for daily inspection, tracking quantities and submittals, responding to RFI, and maintaining the construction file for this federally-funded project. This project involved roadway improvements on College Heights Boulevard from Franklin Avenue to Javis Avenue. The improvements encompassed full-width cold milling, asphalt overlay, ADA-compliant access ramps, asphalt concrete dikes, utility adjustments, signing, striping, removing and replacing ADA-compliant pedestrian access ramps, replacing asphalt concrete pavement, and raising of all sewer manholes. Willdan.

Ninth Street Improvements, City of Highland, California. Inspector responsible for daily inspection of the improvements. The project involved removing and replacing damaged asphalt, repairing concrete, overlaying asphalt, and installing slurry seal. Willdan tracked quantities, provided claims mitigation, responded to RFIs, tracked submittals, and maintained the construction file.

Annual Street Resurfacing, City of Westlake Village, California. Supervising Inspector responsible for daily observation of contractor activities and verifying conformance with the contract documents, public outreach, responding to citizen concerns and questions, field coordination with the general contractor's foreman, measuring and tracking quantities for progress payments, and preparing the punch list. The general nature of the work included minor concrete, cold milling and asphalt-rubber hot-mix overlay, RAP slurry seal, utility adjustments, and striping on 34 streets throughout six neighborhoods throughout the City.

Hacienda Boulevard Rehabilitation Improvements, City of California City, California. Construction Inspector responsible for daily observation of construction activities, contractor oversight, and coordination of materials testing for this federally funded project. The improvements involved complete removing and hauling existing asphalt concrete and full reconstructing existing roadway with hot-mix asphalt over cement-treated subgrade. The project scope included drainage improvements, utility frame cover adjustments, sidewalks, driveways, concrete ADA-compliant pedestrian access ramps, signing, and striping.



Edward Cox

Utility Coordination Task Manager

Profile Summary

Education:

Apprenticeship Program, United Association Local 250

Experience:

38 Years

Mr. Edward Cox is highly skilled in the utility coordination process from preliminary design through construction. His expertise includes identifying and resolving utility conflicts; coordinating and working with multiple utility agencies with utilities impacted by project construction; reviewing and documenting the progress of the utility relocation effort; identifying permitting requirements for both aerial and underground utility construction; and recommending construction methods that best suit the project as well as the utility being relocated. Mr. Cox collaborates with the design team to prepare utility relocation plans that are constructible and adhere to applicable federal, state, and local requirements.

Mr. Cox also serves as a construction inspector for various types of public works projects, including stormwater capture and treatment projects, utility installations, and street improvements. He possesses extensive experience assisting with public outreach efforts for public works construction projects.

Relevant Project Experience

La Brea Avenue Pavement Reconstruction – Phase II, City of Inglewood, California. Utility Coordination Task Leader/Inspector responsible for all utility identification, coordination, and utility communications and for construction inspection support for this federally-funded project. The improvements involved full reconstruction of the AC pavement roadway on La Brea Avenue and Hawthorne Boulevard between 104th Street and Market Street. Improvements encompassed removing and hauling existing asphalt concrete and fully reconstructing the roadway with hot-mix asphalt concrete over compacted aggregate base. The project scope entailed PCC bus pads, minor concrete with utility frame cover adjustments, sidewalks, driveways, median curbs, concrete ADA-compliant ramps, automatic irrigation system, tree planting, striping, and signage. Willdan provided labor compliance, materials testing, public works observation, and contract administration.

La Brea Avenue Intersection Realignment/Reconfiguration — Phase III, City of Inglewood, California. Utility Coordination Task Leader/Inspector responsible for all utility identification, coordination, and utility communications and for construction inspection support for this federally-funded project. The improvements encompassed reconfiguring street intersections; traffic signal modifications, asphalt concrete overlay; installing a traffic signal, catch basins, irrigation systems, plain cement concrete ADA-compliant pedestrian ramps, and bus pads; adjusting utility frame covers; modifying curbs, gutters, driveway approaches, and median curbs; planting trees; signing; striping; and other related improvements. Willdan provided labor compliance, materials testing, public works observation, and contract administration.

Imperial Highway Improvements, City of Inglewood, California. Utility Coordination Task Leader/Inspector responsible for all utility identification, coordination, and utility communications and for construction inspection support for 1½ miles of street improvements between Prairie Avenue and South Van Ness Avenue. The project involved cold milling existing AC pavement, asphalt concrete overlay, remove and replace driveway approach, sidewalks, curb and gutter, alley and intersection ADA-compliant curb ramps, AC pavement, PCC pavement, PCC bus pads, signing and striping, traffic signal modifications, and other related improvements.

Street and Alley Improvements, City of Inglewood, California. Construction Inspector responsible for providing inspection for resurfacing 16 centerline miles of existing asphalt pavement roadway, laying slurry seal on 18 centerline miles of roadway, and reconstructing two centerline miles of alleys. The improvements encompass curb and gutter, sidewalks, ADA-compliant ramps, cross gutters, dig-outs, crack routing and filling, slurry seal, cold milling, ARHM overlay, traffic detector loops, and pavement delineation for 83 street segments throughout the City. Will-dan provided construction observation and materials testing services.



Ayala Drive Widening and Improvements to Jerry Eaves Park North and South Parking Lots, City of Rialto, California. Utility Coordination Task Leader responsible for all utility identification, coordination, and utility communications for the street improvements. Improvements to the Jerry Eaves north and south parking lots included asphalt repairs, grading for the new south parking lot, asphalt paving of the south parking lot, new lighting, landscaping, ADA improvements, planting, and other appurtenant work. The Ayala Drive widening improvements included removing and replacing damaged asphalt, widening the existing street section, ADA improvements, two new traffic signals, new landscape medians, decorative cobble rock, traffic markings, and other appurtenant work.

Base Line Safety Improvements, City of Highland, California. Utility Coordination Task Leader responsible for all utility identification, coordination, and utility communications for improvements between Palm Avenue and the 210 Freeway. The project involved installing raised landscaped medians, decorative pavers at the intersections of Palm/Baseline and Church/Baseline, and decorative street lighting; repairing damaged curb and gutter; constructing a decorative crosswalk; and other related improvements. Willdan provided construction management, inspection, labor compliance, funding administration, and material testing.

East and West Downs Street Widening, City of Ridgecrest, California. Utility Coordination Task Leader responsible for all utility identification, coordination, and utility communications for the approximate \$4.1 million widening project. The ½-mile improvements on Downs Street between Upjohn Avenue and Ridgecrest Boulevard and on Upjohn Avenue between Acacia Street and Downs Street were necessary to close a gap created by widenings in other locations along the two streets. Willdan's additional scope entailed civil, traffic, drainage, and right-of-way engineering; environmental clearance, survey mapping, and utility coordination.

Bastanchury Road Widening, City of Yorba Linda, California. Utility Coordination Task Leader/Inspector responsible for all utility identification, coordination, and utility communications and for construction inspection support for drainage improvements, sidewalk, curb/gutter, street reconstruction and widening, asphalt concrete overlay, retaining walls, landscaping and irrigation, traffic detector loops, and other related improvements. Willdan provided construction management inspection, material testing, and other services for the \$2.4 million road widening project.

Del Amo Boulevard Street Resurfacing, City of Lakewood, California. Utility Coordination Task Leader responsible for all utility identification, coordination, and utility communications for resurfacing improvements between Downey Avenue and Clark Avenue. The STPL-funded improvements involved overlaying asphalt-rubber hot-mix, cold milling, reconstructing damaged asphalt concrete pavement, and installing ADA-compliant pedestrian curb ramps and traffic signal loops, signing, and striping.

City-Wide Street Rehabilitation, City of Hawaiian Gardens, California. Construction Inspector responsible for providing inspection for CDBG-funded street resurfacing improvements under the City's 2017/18 program. The improvements involved resurfacing with asphalt-rubber hot-mix to prevent more serious and costly deterioration; reconstructing damaged and/or uplifted concrete sidewalks, curbs. gutters, and drive approaches; reconstruction damaged AC and PCC pavement; and installing new ADA-compliant curb ramps.

Equestrian Crossing Safety Improvements, City of Rolling Hills Estates, California. Construction inspector responsible for providing inspection for rectangular rapid flashing beacon and in-roadway warning light installations at equestrian crossings near the intersection of Rolling Hills Road and Palomino Ranchos Trail and Palos Verdes Drive North and No Name Street. The work involved procurement and installation of four flashing beacons, two in-roadway warning light systems, pull boxes, conduit, poles, signing, and striping. Willdan provided design, bidding assistance, and construction management and inspection services.

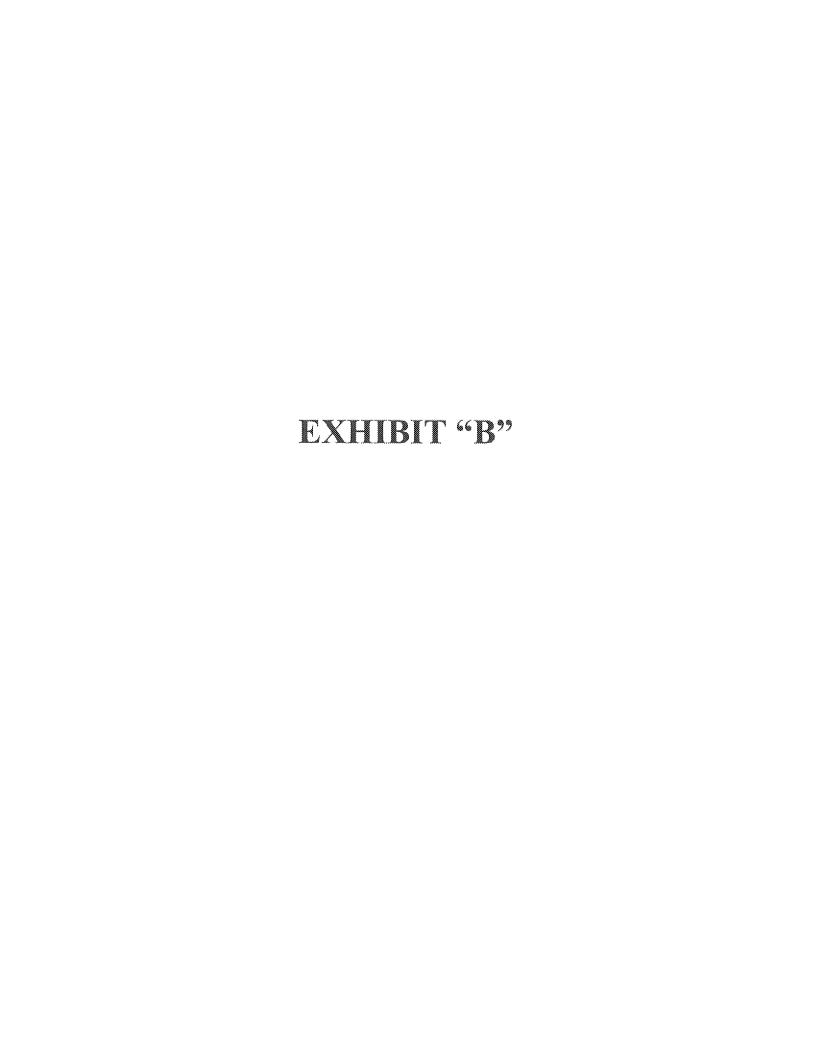
Pepper Avenue Extension, City of Rialto, California. Utility Coordination Task Leader responsible for all utility identification, coordination, and utility communications for the street improvements. The project involved extending Pepper Avenue ½ mile – crossing the Lytle Creek drainage endangered species habitat to Interstate 210. Approximately 100,000 cubic yards of import soil, four 10-foot by 10-foot reinforced box culverts, and a Verdura wall were used to span the drainage area. The project included curb, gutter, sidewalk, AC paving, landscaping, irrigation, water and sewer lines, SCE conduits, and street lighting.



Proposed Fee

In accordance with the City of Inglewood's Request for Proposal, Willdan has submitted our proposed fee in a separate sealed envelope.





| Task | Project Manager \$180 | Resident Engineer/ Construction Manager \$170 | Utility Coordinator \$159 | Construction Inspector \$116 | alonesi \$79 | Total Labor | Miscellaneous Expense | Total Cost |
|--------------------------|-----------------------------|---|---------------------------------|------------------------------------|-----------------|----------------|--------------------------|------------|
| Preconstruction Services | 8 | 40 | 8 | 60 | 4 | \$16,788 | \$500 | \$17,288 |
| Construction Management | . 4 | 480 | 4 | 0 | 20 | \$84,536 | \$500 | \$85,036 |
| Construction Inspection | 4 | 0 | 0 | 960 | 0 | \$112,080 | \$2,500 | \$114,580 |
| Project Closeout | 8 | 40 | 4 | 20 | 8 | \$11,828 | \$500 | \$12,328 |
| Totals | 24 | 560 | 16 | 1,040 | 32 | \$225,232 | \$4,000 | \$229,232 |

- * This not-to-exceed fee is based upon an estimated 120-working-day contract per the specifications document provided with the City's Request for Proposal. Additional services needed beyond the contract-specified date of completion will be provided on a time-and-materials basis at Willdam's standard hourly rates at the time of service.
- Ancillary support staff not explicitly listed herein will be billed in accordance with Willdan's standard hourly rates based upon the staff members' labor classifications.
- * Since material testing and labor compliance services were not requested in the City's Request for Proposal, it is assumed these services will be provided by others and costs for each are not included in the above fee. However, these services can be provided upon request for additional compensation.





CITY OF INGLEWOOD

OFFICE OF THE CITY MANAGER



DATE:

December 17, 2019

TO:

Mayor and Council Members

FROM:

Public Works Department

SUBJECT:

South Prairie Avenue Improvement Project - FY 2019-2020

RECOMMENDATION:

It is recommended that the Mayor and Council Members award a contract and approve an agreement with Sully-Miller Contracting Co., for the South Prairie Avenue Improvements Project (FY2019-2020), in an amount not to exceed \$3,258,200 (includes a ten percent (10%) project contingency in the amount of \$296,200), per Bid No. CB-19-15. (SB1 RMRA, Prop A, Measure R, and Measure M Funds).

BACKGROUND:

Prairie Avenue is a major north-south arterial street that extends from Imperial Avenue near the Interstate 105 Freeway to Manchester Boulevard. Prairie Avenue also serves as a major frontage road bordering global entertainment venues such as the Forum and the highly anticipated SoFi Sadium and Clipper Arena. This stadium is currently in construction and projected to be completed in July 2020.

Currently, Prairie Avenue is in poor condition with widespread block and alligator cracking. The proposed improvements to Prairie Avenue (Project P652) will vastly improve vehicular ride quality, and traffic flow.

The construction project limits for Project P652 are from Imperial Highway from the south to Manchester Boulevard in the north (2.1 miles). The project scope of work includes cold milling and pavement resurfacing with Asphalt Rubber Hot Mix (ARHM), which will improve roadway surface conditions, ride quality and promote safety. The project includes access improvements to sidewalks and curb ramps in compliance with the Americans with Disabilities Act (ADA). The project also includes improvements to driveways, curb and gutters, spandrels and cross gutter, and bus pads. The project will remove the existing roadway median and construct reversible lanes for improved ingress and egress to the new stadium.

DISCUSSION:

In October 2019, the City Clerk's Office advertised Project Bid No. CB-19-15 in the Herald Publications newspaper. Public Works staff submitted the bid opportunity to six construction trade publications including Bid America, Construction Bid Board, Reed Construction Data, Construction Data Hotsheet, McGraw-Hill Construction, and Construct Connect. On November 13, 2019, the City Clerk's Office received and opened bids with the following results:



| Vendor/Address | Bid Amount |
|--|----------------|
| Sully-Miller Contracting Co, Brea, CA | \$2,962,000.00 |
| All American Asphalt, Corona, CA | \$3,119,054.00 |
| PALP. Excel Paving Co., Long Beach, CA | \$3,294,266.80 |

Sully-Miller Contracting Co. (Contractor) was the lowest responsive bidder. The staff has reviewed the bid submitted by the Contractor along with the requisite licenses, references, and past performance on similar projects and found all to be satisfactory. Therefore, staff recommends the award of the proposed construction contract.

The contract includes a base bid amount of \$2,962,000 and a project contingency of ten percent (10%) in an amount not to exceed \$296,200 to cover any unforeseen circumstances that may arise during construction. This will result in a contract total not to exceed \$3,258,200.

The "Notice to Proceed" with construction is anticipated to be issued in early January 2020, with a completion date in June 2020 (within 120 working days).

FINANCIAL/FUNDING ISSUES AND SOURCES:

Project P652 is proposed to be funded with a combination of State Senate Bill 1 Road Maintenance and Rehabilitation Account (City Fund 059), Proposition A Local Return (City Fund 061), Measure R Local Return (Fund 065) and Measure M (City Fund 067).

Adequate appropriations are available in the current Fiscal Year 2019-2020 approved budget for the proposed award of contract, to commence project work, and to complete over eighty percent (80%) of construction.

Staff will submit separate staff reports to propose an award of an agreement for construction management services and proposed amendment of the Fiscal Year 2019-2020 Budget. Upon approval, this will ensure adequate appropriations for project completion and closeout before the end of the fiscal year.

Upon approval of the proposed agreement, additional quantities and project contingency, and upon issuance of Notice to Proceed, staff recommends issuance of the following two purchase orders:

Purchase Order Issuance for Construction and Additional Quantities

| Account No. | Fund Description / City Fund No. | Amount |
|--------------------|--|-----------|
| 059.100,P652.4460 | SB1 RMRA – Capital Projects – South Prairie Improvement Project | 1,300,000 |
| 065.100.P652.44860 | Measure R Fund – Capital Projects – South Prairie Improvement Project | 20,000 |

| 067,100.P652.44860 | Measure M Fund – Capital Projects – South Prairie Improvement Project | 1,160,000 | |
|--------------------|--|-------------|--|
| | Purchase Order Total | \$2,480,000 | |

Purchase Order Issuance for Contingency

| Account No. | Fund Description / City Fund No. | Amount |
|--------------------|--|---------|
| 059.100.P652.4460 | SB1 RMRA – Capital Projects – South Prairie Improvement Project | 107,340 |
| 065.100.P652.44860 | 065.100.P652.44860 Measure R Fund – Capital Projects – South Prairie Improvement Project | |
| 067,100,P652,44860 | Measure M Fund – Capital Projects – South Prairie Improvement Project | 90,000 |
| | \$207,340 | |

submitted to, reviewed and approved by, the Office of the City Attorney.

BUDGET REVIEW VERIFICATION: \(\sum_{\infty} \)

Administrative staff has verified that this report in its entirety, has been submitted to, reviewed and approved by, the Budget Division.

and approved by, the Finance Department.

DESCRIPTION OF ATTACHMENTS:

Attachment No. 1 - Plans Project Streets

Attachment No. 2 - Project Bid Analysis

Attachment No. 3 - Bidder's Proposal, Sully-Miller Contracting Co.

Attachment No. 4 - Contract Agreement

APPROVAL VERIFICATION SHEET

PREPARED BY:

Louis A. Atwell, P.E., Assistant City Manager/Public Works Director Eloy Castillo, P.E., Principal Civil Engineer Hunter Nguyen, Associate Engineer Robert M. Braden, Management Consultant Joi L. Aldridge, Assistant to the Public Works Director

COUNCIL PRESENTER:

Louis A. Atwell, P.E., Assistant City Manager/Public Works Director

DEPARTMENT HEAD/

ASSISTANT CITY MANAGER APPROVAL:

Louis A. Atwell, Asst. City Mgr./PW Director

CITY MANAGER APPROVAL:

Artie Fields City Manager



MANCHESTER BLVD PSSCAY DR PROJECT 10250 87 10/09/183 CENNOX BUVD STATE ST 105 MPERIN, HOY LOCATION MAP NOT TO SCALE

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- ALL CONTRARNATED WATERS GENERATED DURING CONSTRUCTION SHALL SE PROPERLY CONTAINED, TREATED AND OR DISPOSED OF
- ALL STORM DRAW INLETS IN THE MICRETY OF THE SITE SHALL SE PROTECTED FROM DIFLOW DURING SADVICTITING, SEACONS, EXCAVATING, AND PAVING.
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CITY OF INGLEWOOD

DEPARTMENT OF PUBLIC WORKS SOUTH PRAIRIE IMPROVEMENTS PROJECT FROM IMPERIAL HIGHWAY TO MANCHESTER BOULEVARD

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985 Steet Flower Street, Suite 4/86 Lite Angelee, CA 9/677 (215) 233-1450 (215) 235-1444 (FAX) 9/27/2019

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PUBLIC WORKS DEPARTMENT SOUTH PRAIRIE IMPROVEMENTS PROJECT

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CITY OF INGLEWOOD GENERAL NOTES

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- 13. CONTRACTOR IS SECURED TO OBTAIN A FINE INTO ANY CONSTRUCTION METER FOR CONSTRUCTION USE OF WATER
- THE CHAY OF MISSELVENING WASTER CHROWN REPORTED FROM ANY RESISTENCE ARREST THAT IS SHOULD BE MADE TO HAVE BE BE MADE TO HAVE
- 15. ALL CITY COMEDISATERIALS RECORDSTED BY THE CITY TO BE SALVACED BRIGHT BE DELIBERED TO THE CITY YARD.
- DESTRUCTOR IS RELEASED. ET AL RECONSTRUCTOR OF PENETAL FOR ANY PARTIES OF THESE SERVICE HOMEOMETER. THE PENETAL DESCRIPTION OF THE PENETAL DESC
- 17 THE CONTRACTOR SHALL RECTEY THE CITY PURIS, WORKS DEARS THERE TO HORROL PRICE TO AN ERROR OF CHARGE OF CONSTRUCTION AT THE ABOVE THE PRICE TO HORROLD OF CONSTRUCTION AT THE ABOVE OF THE ABOVE THE PRICE TO RECORD AS PROPERTIES.
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- 19. THIS PARKING DONE CAN ONLY REPORTED IN ACCORDANCE YORK THE CITY OF MICLIFECTOR PROCESSING AND APPROPRIA
- (d) Compactor stall engine that we made was be excepted at considering module time all whate transportant and a compacting.
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- 12 BL: WATER AND ENABLISHMENT CONTINUED IN WALLING BY A COMPUTE MADELY WITH THE COTY DE ANGLE MODERN STERMENT OF
- 3. THE EXCLUSION OF ENGINEED ADMINISTRACTOR OF SHOOMS ARE INFROMMED BOOK THE CONTINUED HELD CITETIONS THE EXCLUSIONARY OF ALL PROPERTY PROFESSOR OF SHOOMS DESCRIPTION OF THE CONTINUED ACTION THE CONTINUED TO FOR ANY ACCURACY DISSISTED ACTION OF THE SHOOMS TO PROFESSOR THE CONTINUED TO ACTION ACTION OF THE CONTINUED ACTION OF THE CONTINUE
- 24 THE SCHOOLSTER DURING BE RESPONSIBLE FOR THE PERSONAL REPLACEMENT OF PROCESSOR OF THE RESPONSIBLE WARRANCE W
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- (F. THE CONTRACTOR SHILL NOT DISTORS SHIRTING SURVEY BOMBINSTS OR SCHOOLSMARK HOTER ON THE MAKE, OR POURCE KRINKSEN DEL ONLES NIE OM Y CLEURER PYRICENNELLUR EINE A. D'INNIN CTHREIDINCHON, MEMOLIKY WID HENOYENINGEN, DURCT DE TRIMO EA Y NEGRELENST CLUT ENGWERD ME.
- 28 RELIGINATE DE TRANSPORTE DE CERROSO DA LA COSTINUA PARA DESTA O EFFECTE DE TRANSPORTE DE PROCESSO DE CONSTRUCTO DE CONSTRUCTO.
- 39. ALL CONSTRUCTION AREAS SHALL REPRODUCE YESTED AND INSTRUCTION OF FORMANCE AND THE STATE MARKET OF VARANCE MODEL TO THE STATE MARKET OF VARANCE MODEL TO THE STATE WARRANCE AND ALL THE STATE WARRANCE AND ALL THE STATE OF ALL THE STATE OF ALL THE STATE WAS ALL THE STATE OF ALL THE STATE OF
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- 51 If SHAW, 85 THE REPORTMENT OF THE DESIGNATION FOR CHARTS MERGEN DOZEN AND PROPERTY AS, DESIGNATIONERS, SOCIALISMS ORGANICATIONS, FRANCISCO MET THE REAL PLANT TO EXCITENT OR THE ADDRESS EXPERTS COST OF THE EXPERTISE OF THE THE ADDRESS AND THE ADDRES
- 32 THE COMPACTUR SHALL REPRESENTED SHOWER BROKER WERE LIGHT AT ST. AREAST. SHOW C. GREET COMMAND MATCHINGS TO OR PROJECT VALUETIES OF THE SHIP AT LEAST SHOWER DEPT OF A PROMOTE OF POST ORIGINAL WORLD WITH WITH A SHOWER.
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- 37 THE COMMISSION CREAT MOTHER THE STREET REPRESENCENCENT AT GOOD ACCURAGE FROM TO THE BOOKER REMOVAND DRIVED CONTROL AND A CONTROL TO THE STREET REPORT OF THE STREET PROPERTY.
- 26. PLANTED AND PRODUCED PARTNESS OF REQUIRED SHIPL THE WATCHING AND PLANTS APPROVED BY THE PLANTED CONTINUES PROCESS OF PRODUCED SHIPLESS.
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SIGNING AND STRIPING GENERAL NOTES

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- 8. AND DESCRIPTION FROM THE DEPOSITS AND INCOMES PLANTA-ANDLE REPOSITION OF THE EMPOREEMENT OF THE CONTROL TO ANY COMMISSION RESIDED AND IN-C. SPECIAL PROPERTY.
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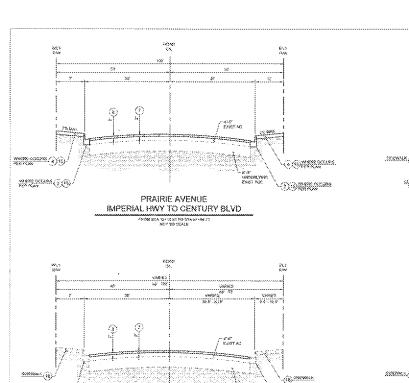
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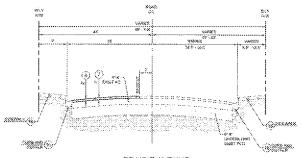
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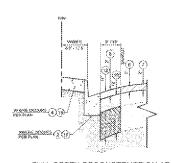
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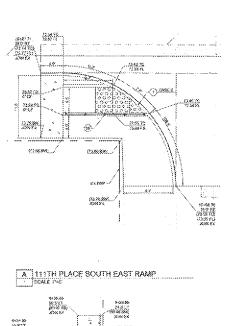


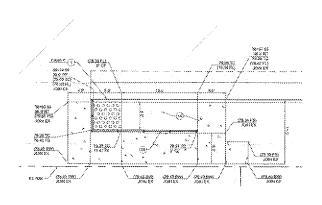
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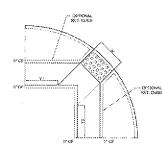


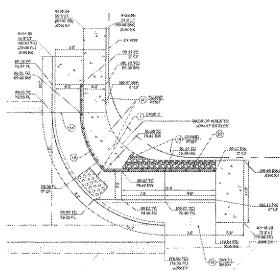
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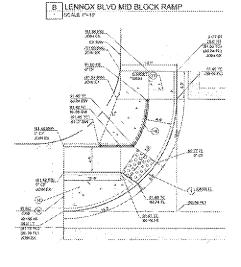








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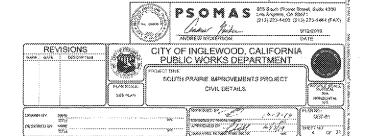
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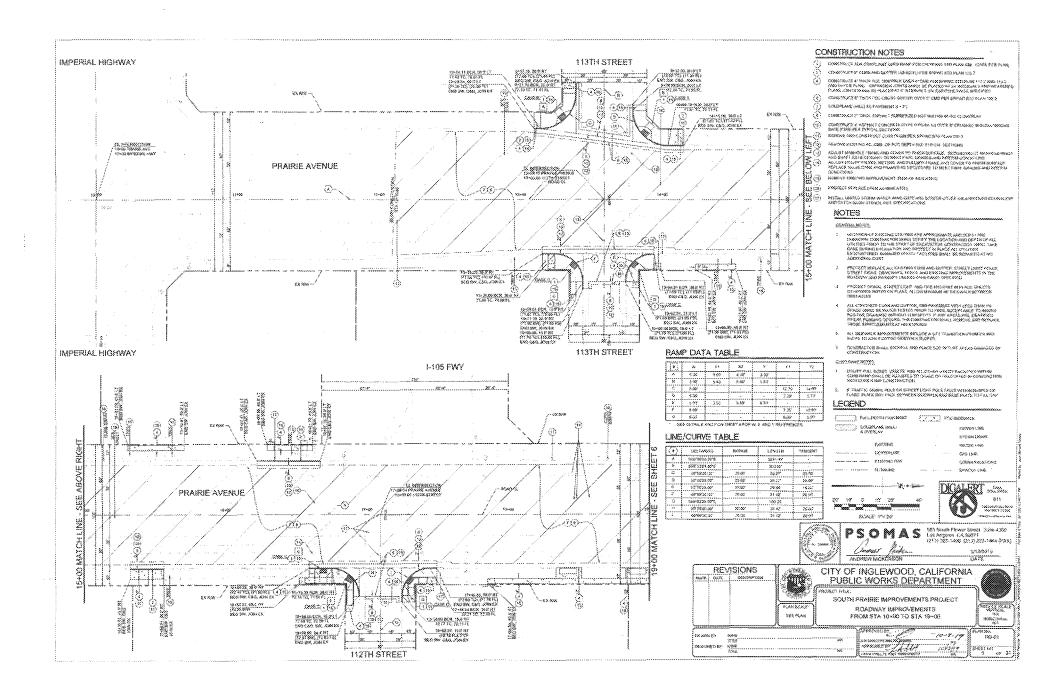


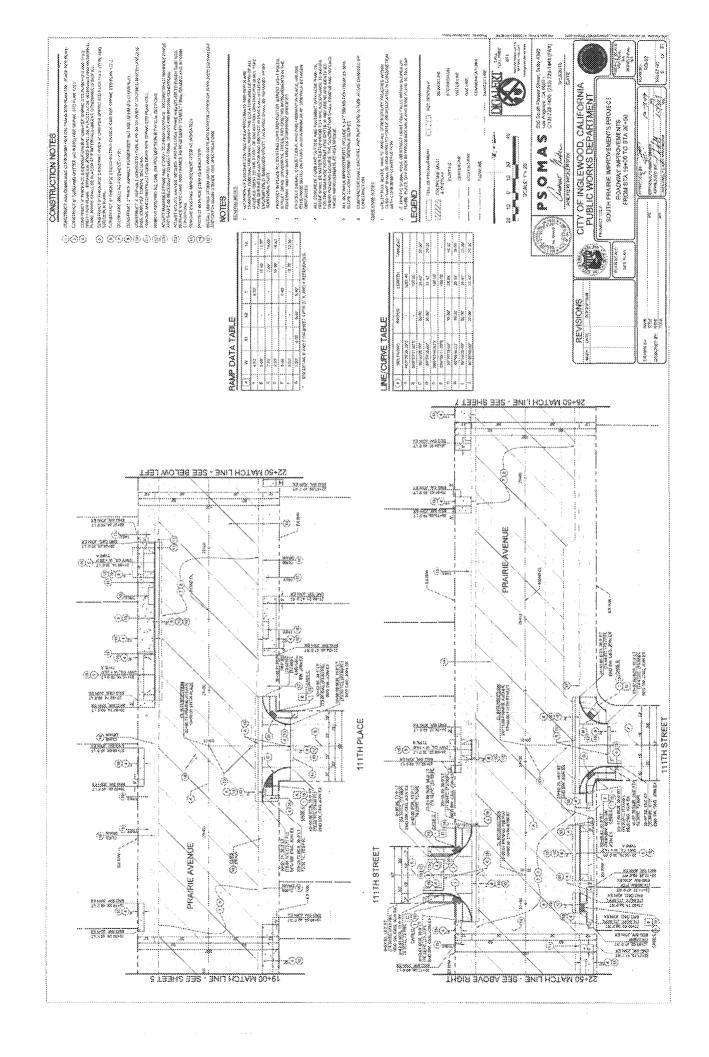
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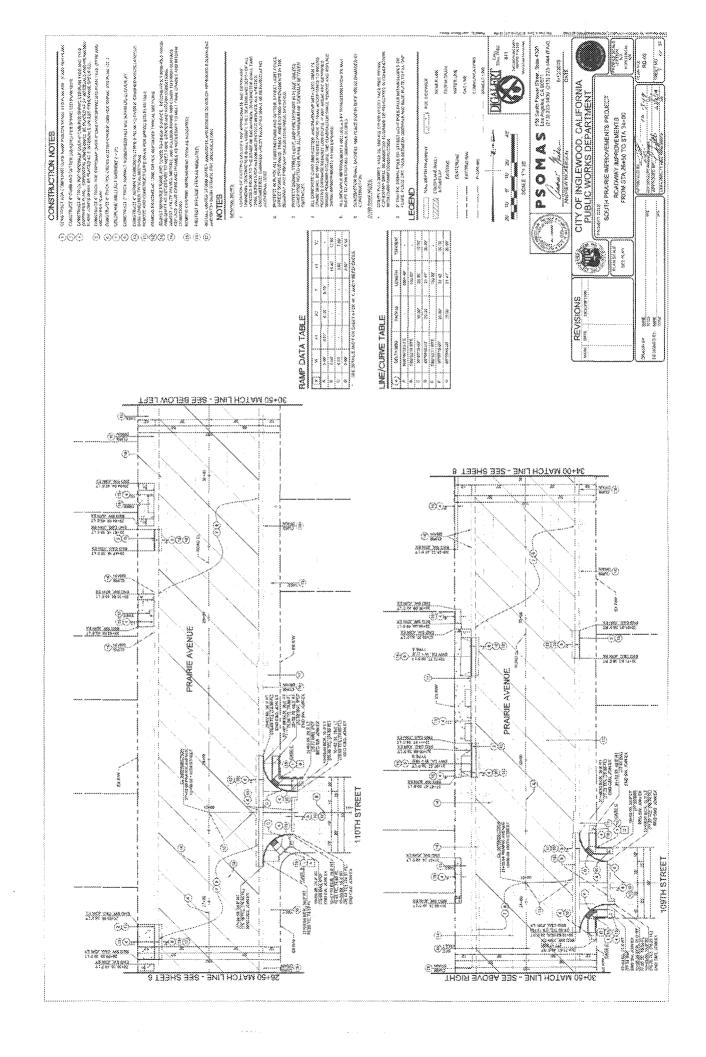
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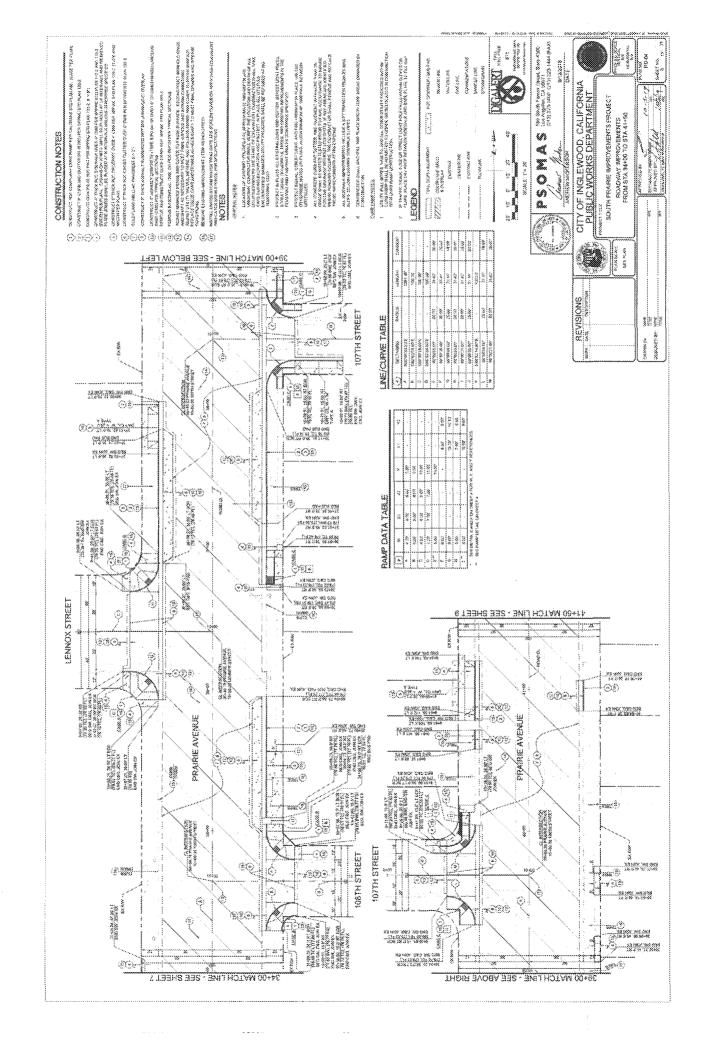
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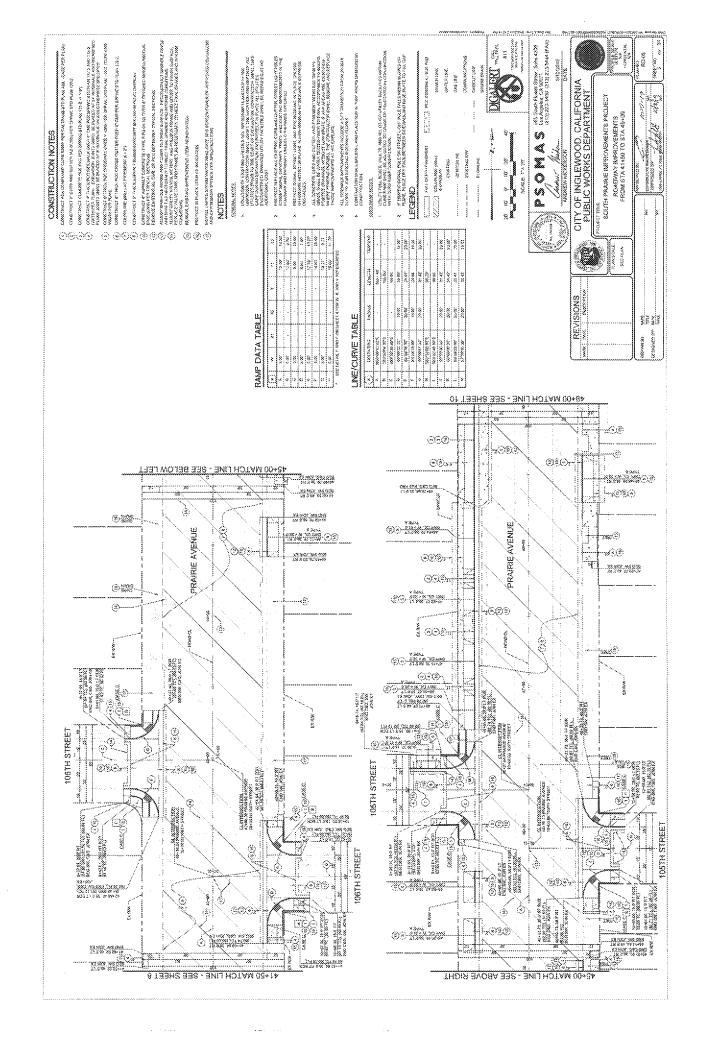
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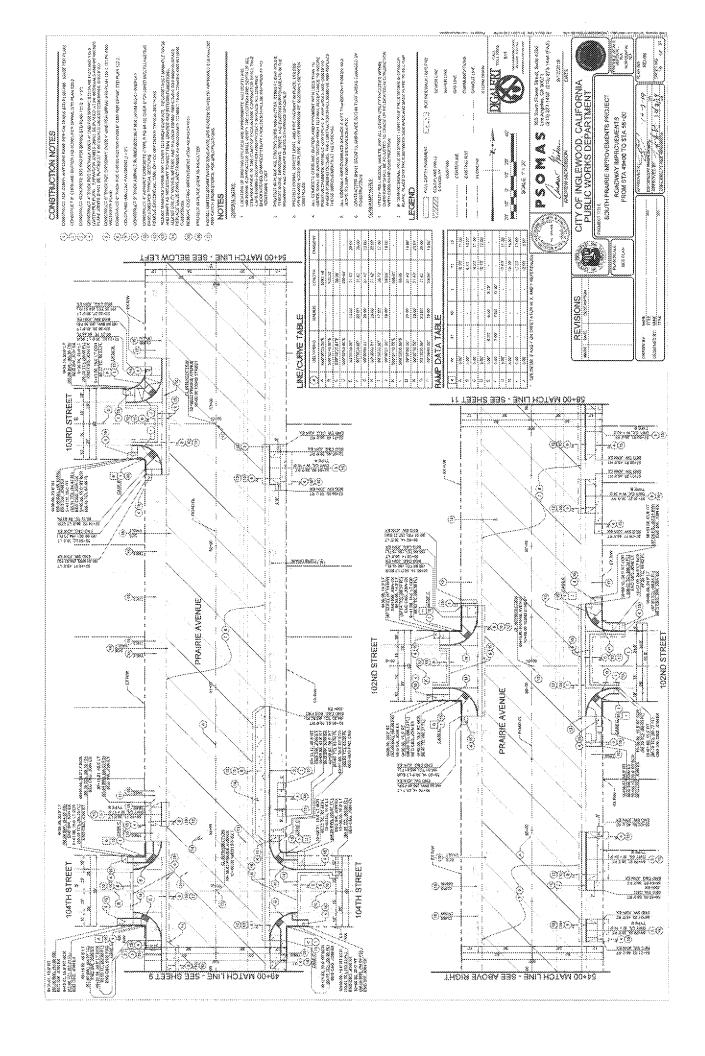


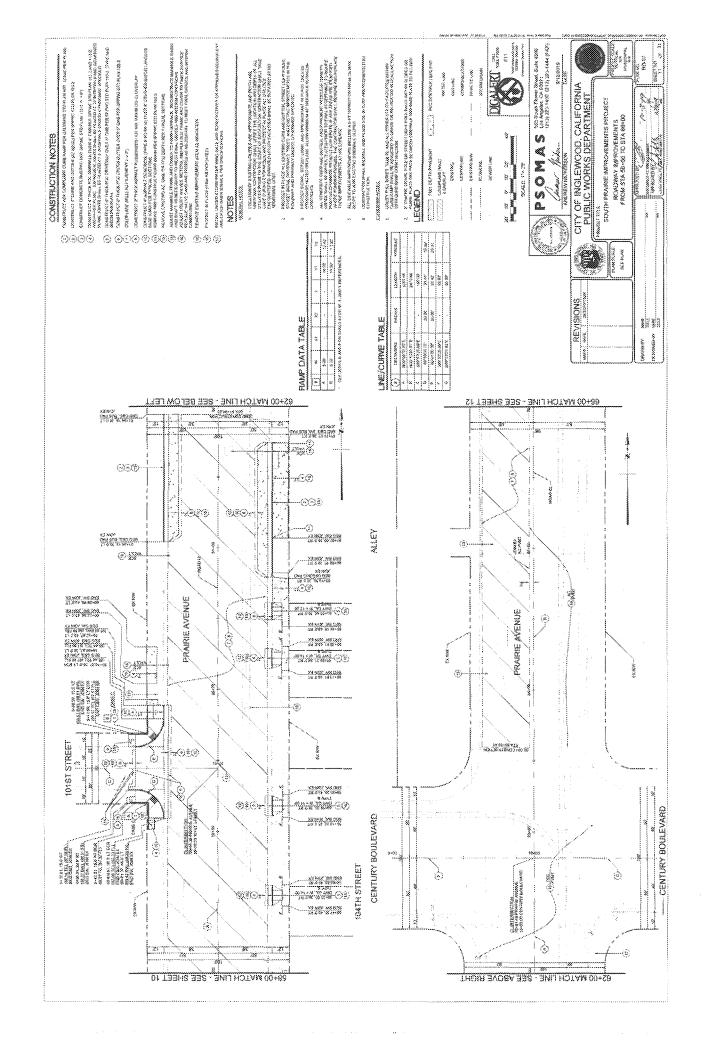


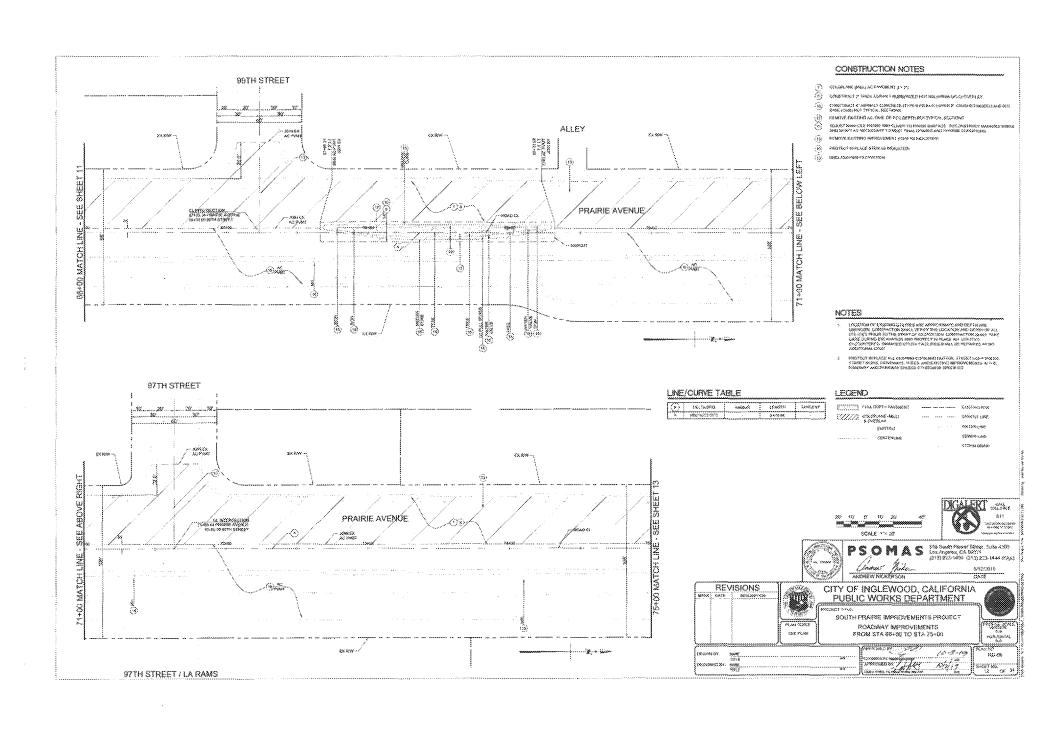


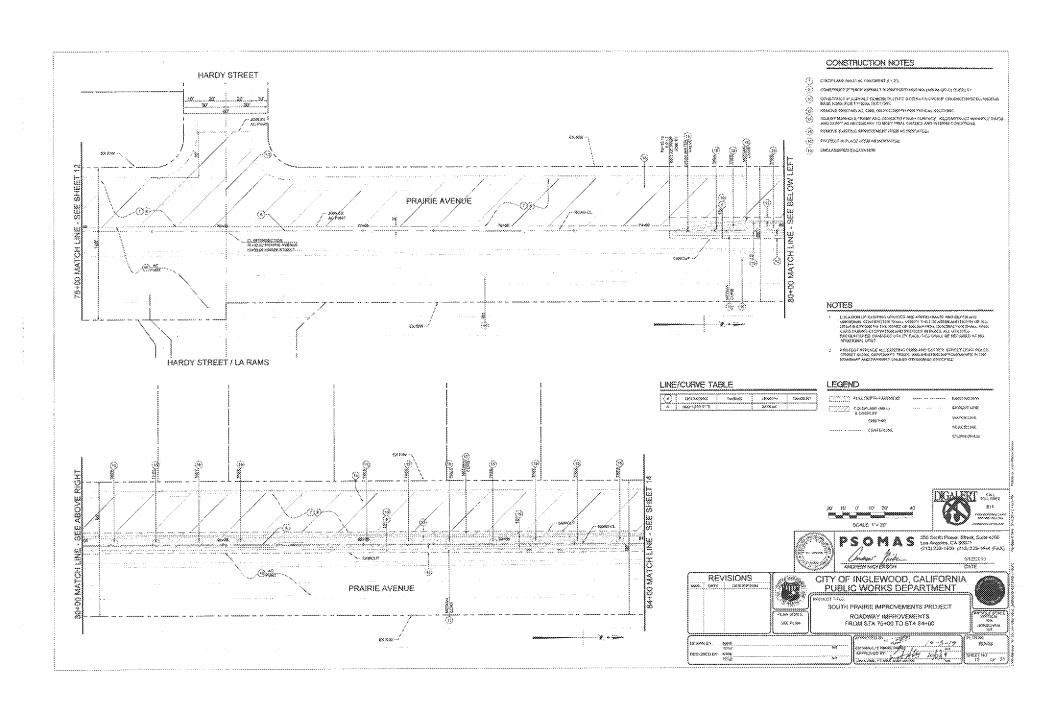


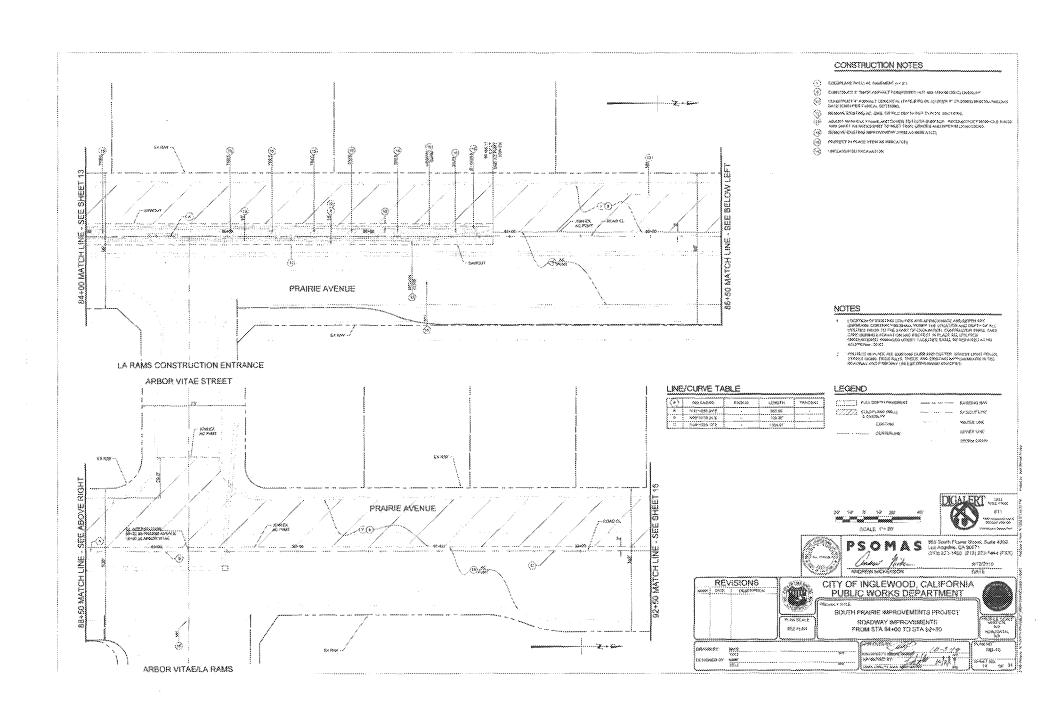


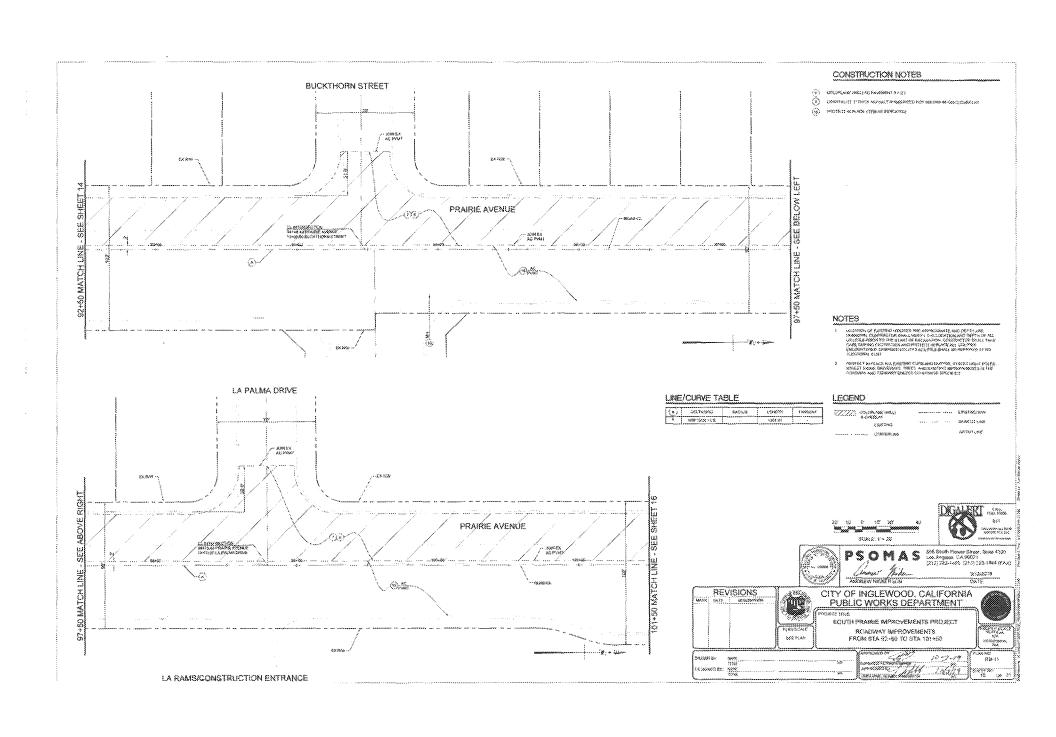


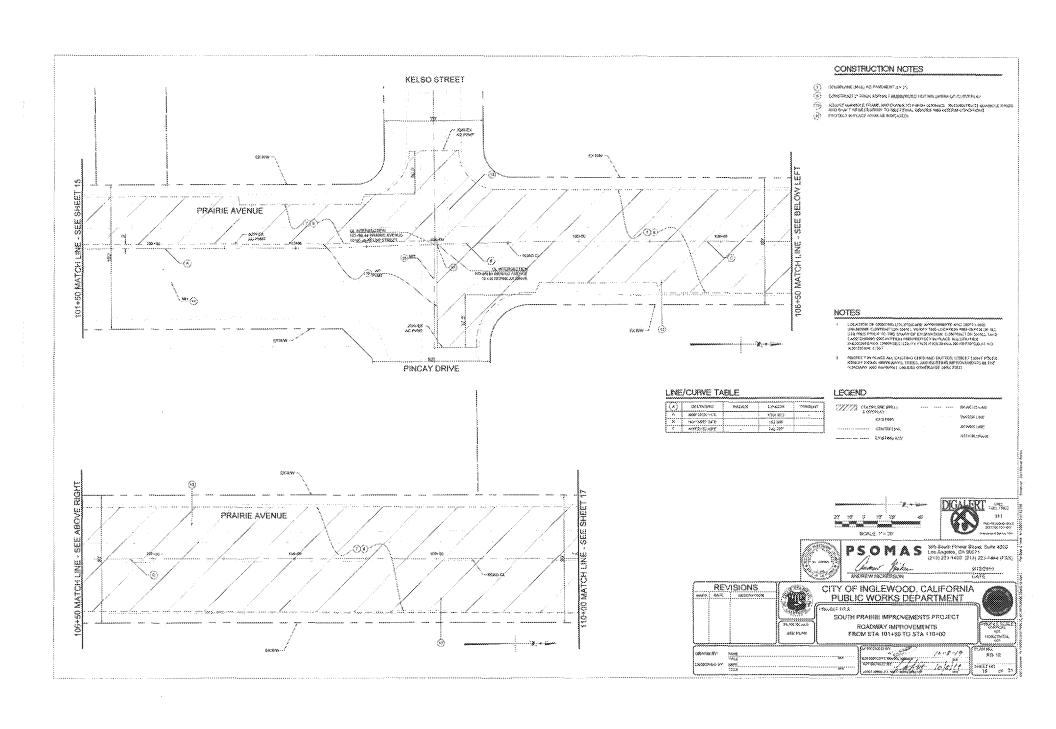


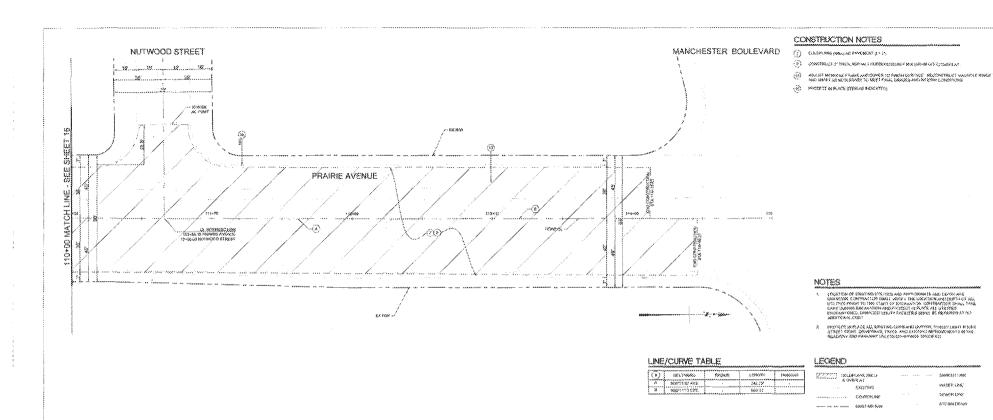


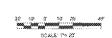












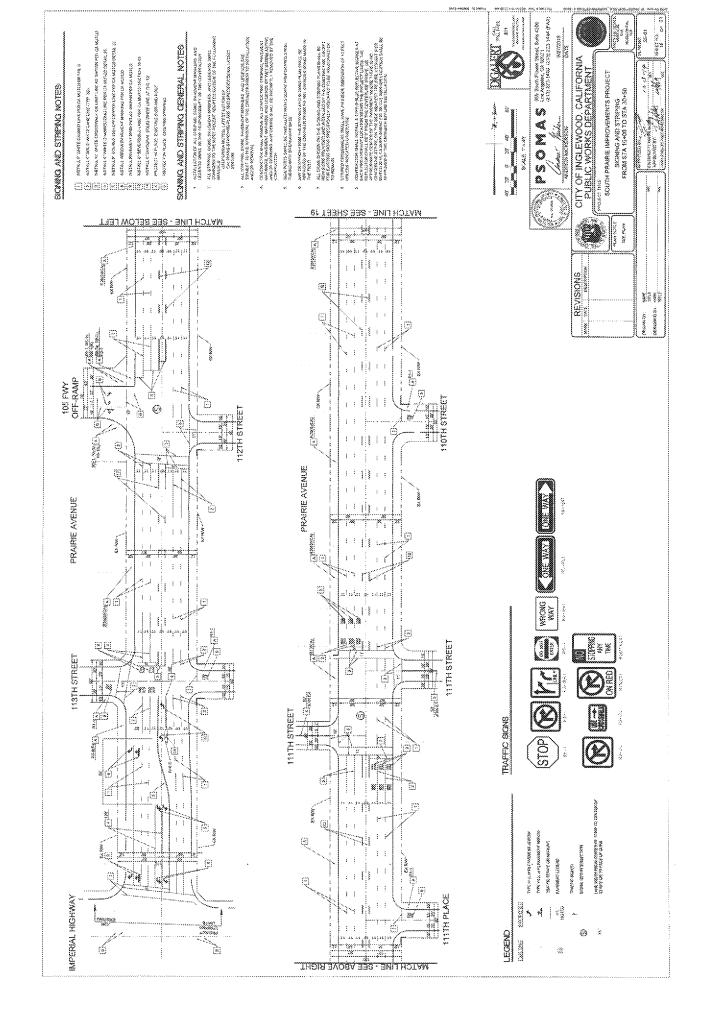
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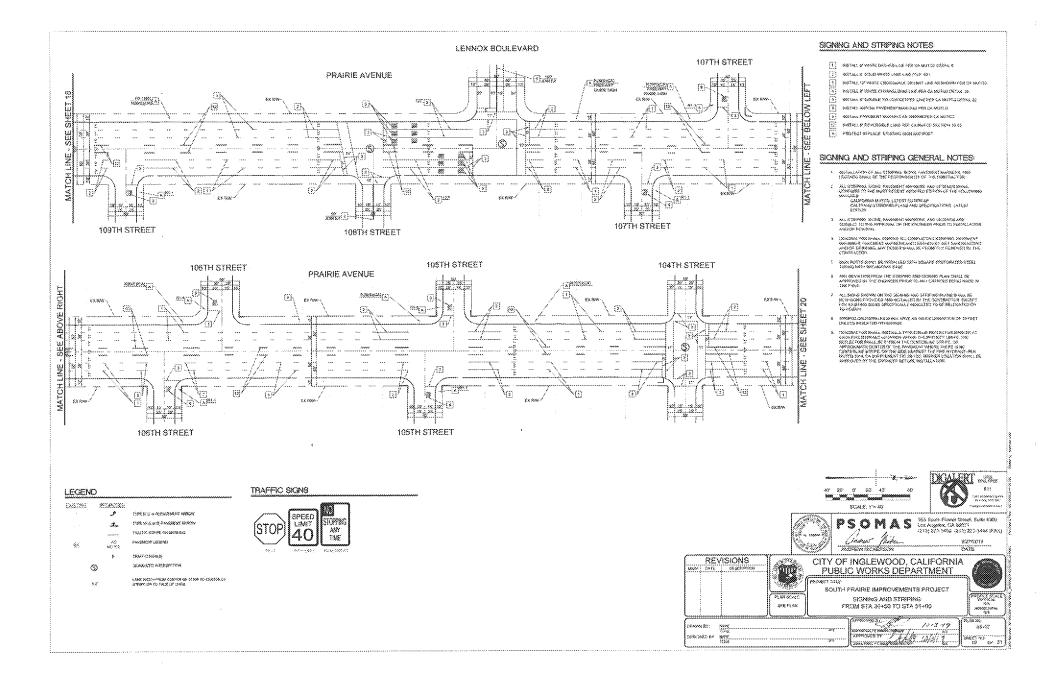


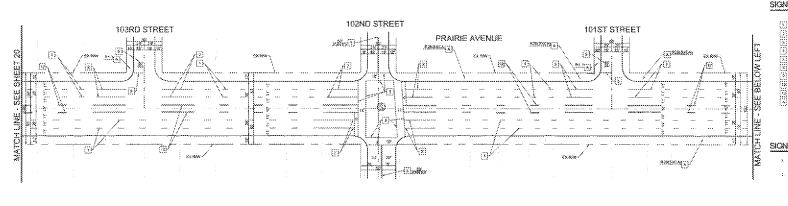
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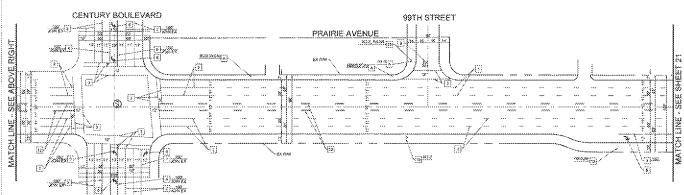
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SIGNING AND STRIPING NOTES

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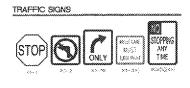
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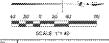
SIGNING AND STRIPING GENERAL NOTES

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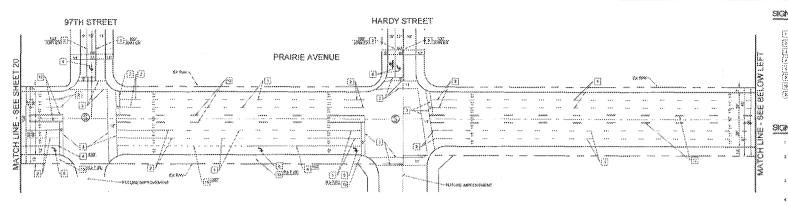
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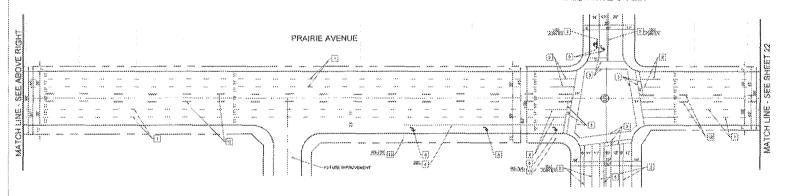
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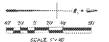
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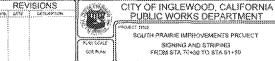
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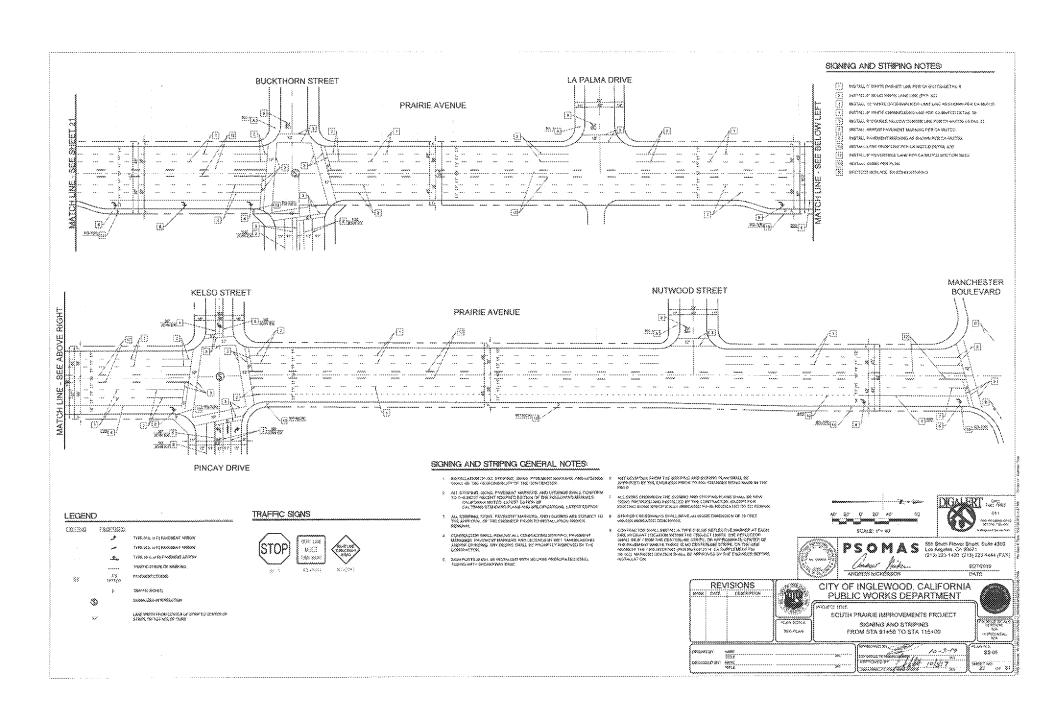


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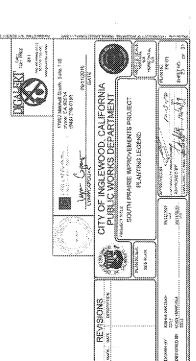
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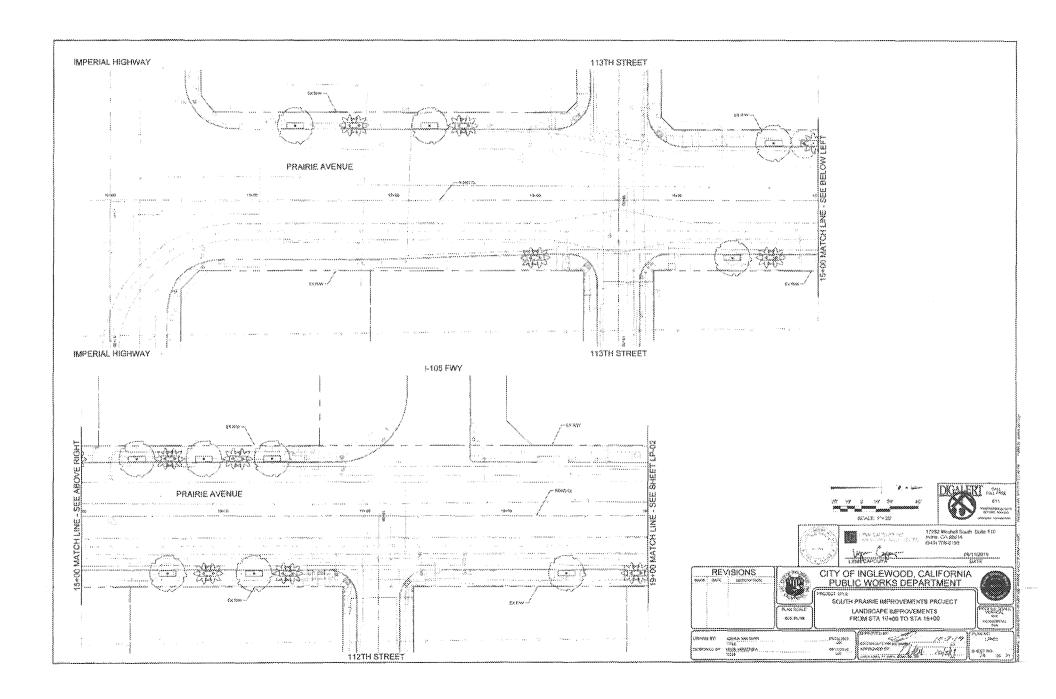
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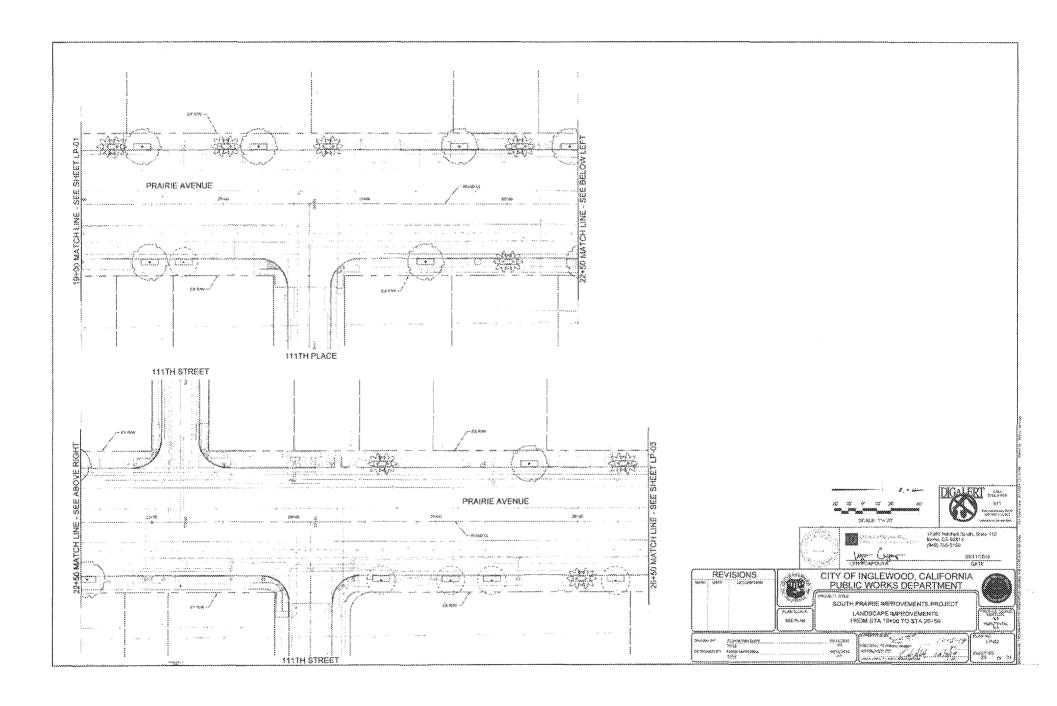
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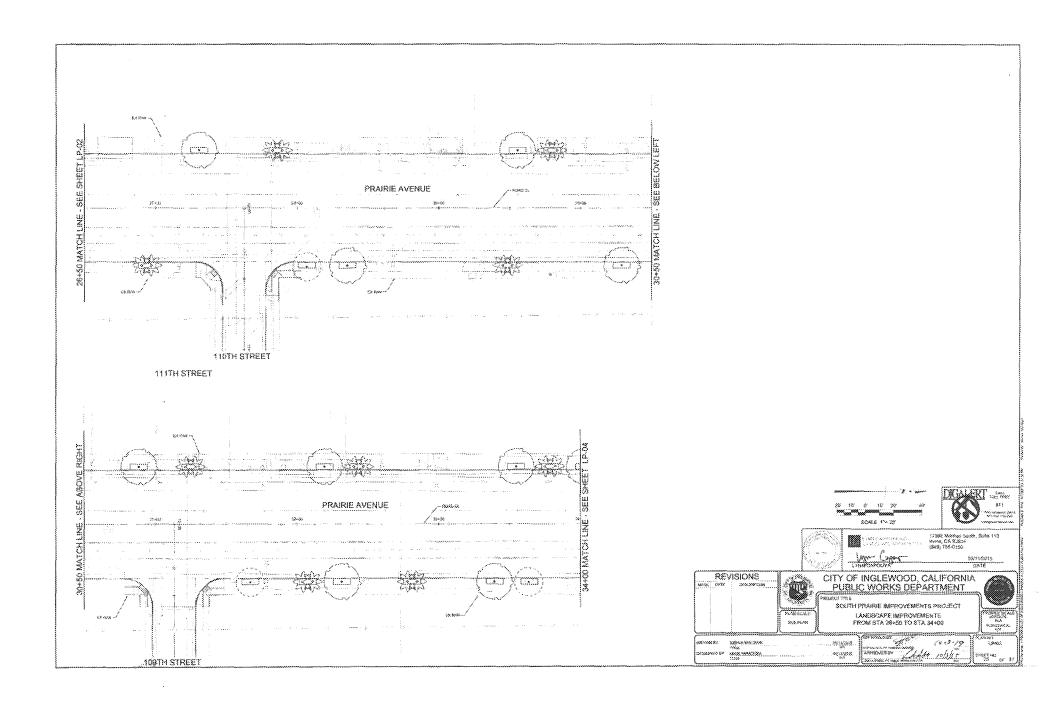
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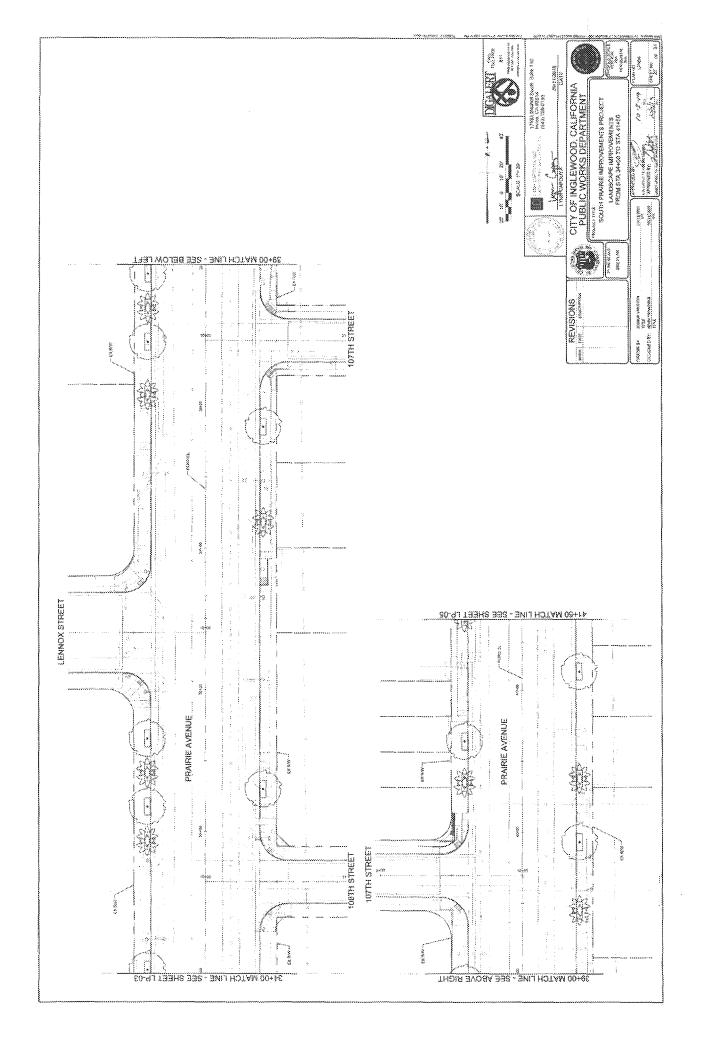
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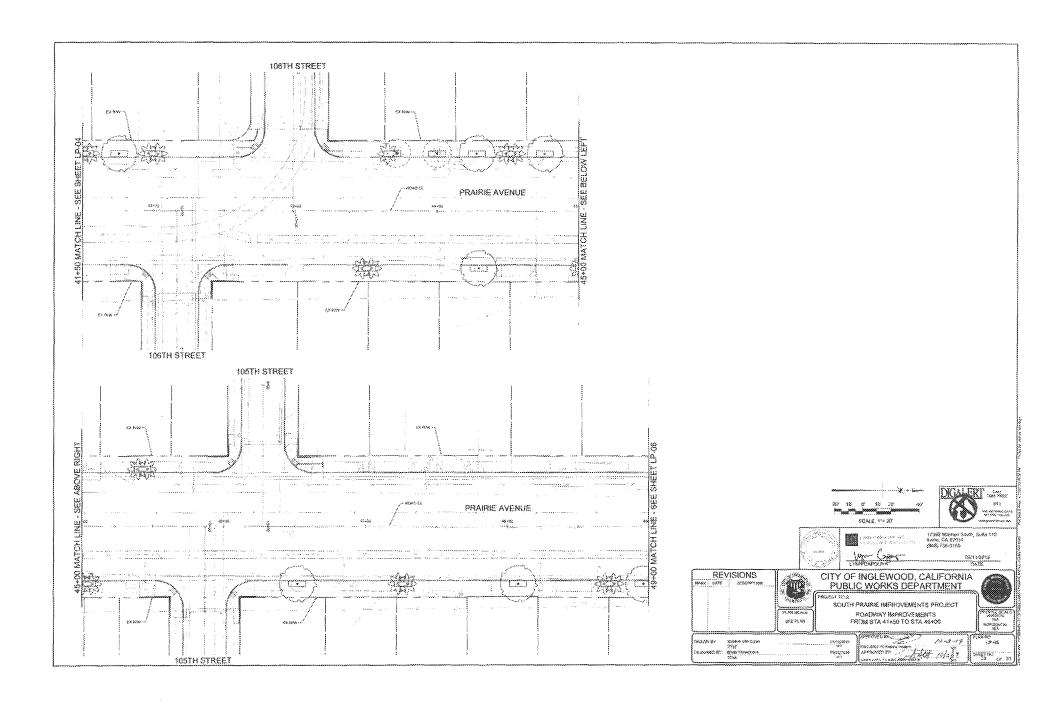


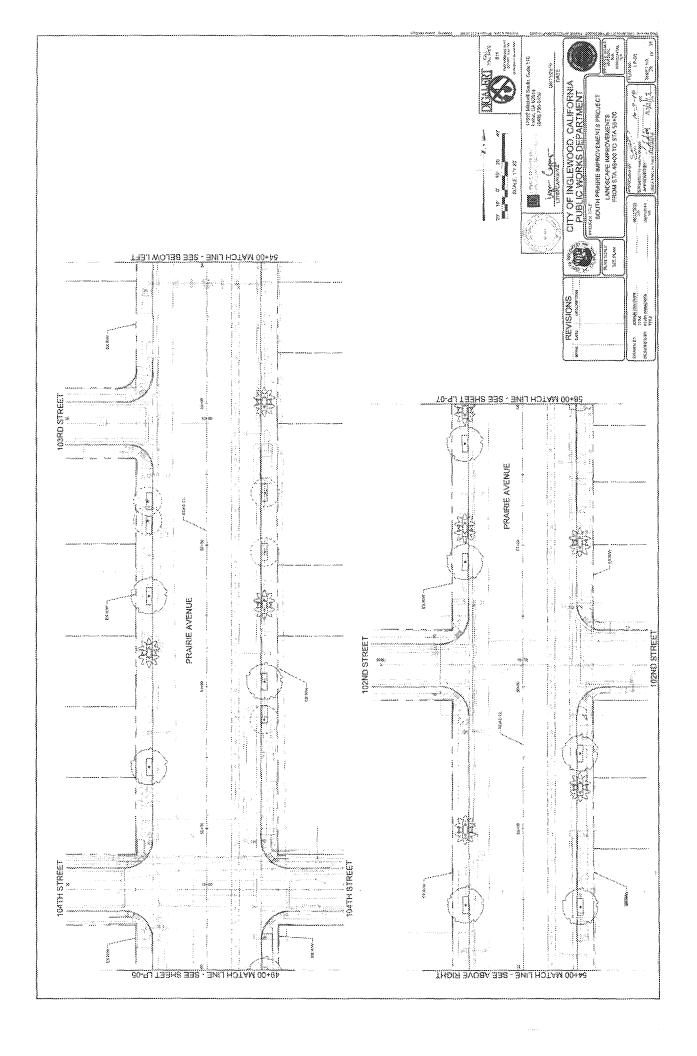


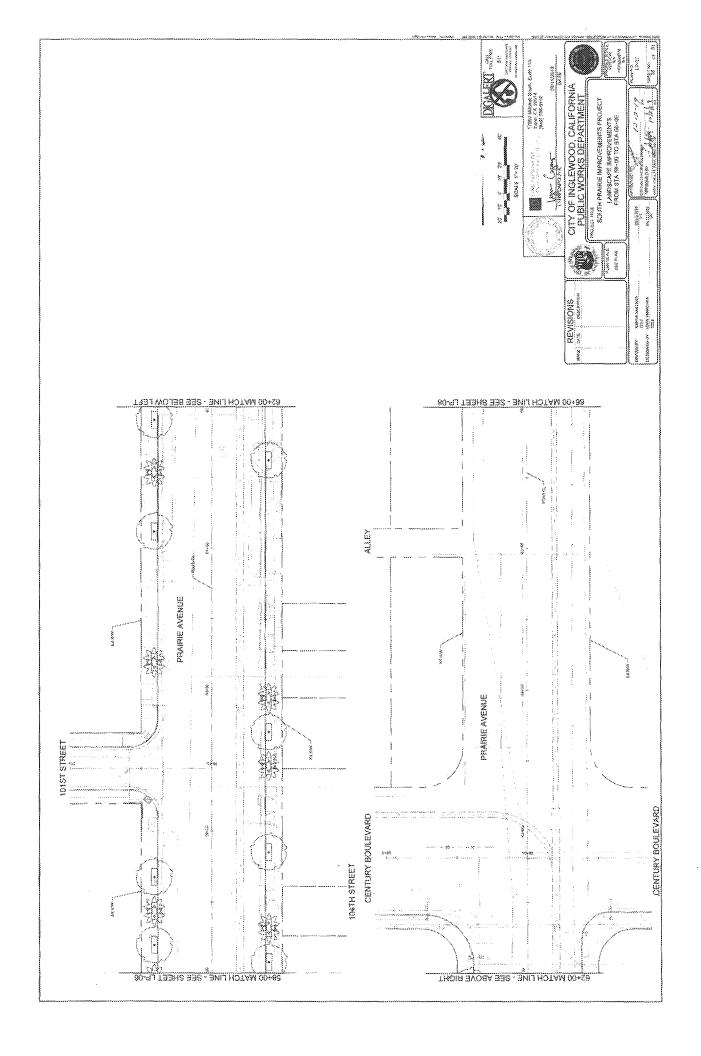


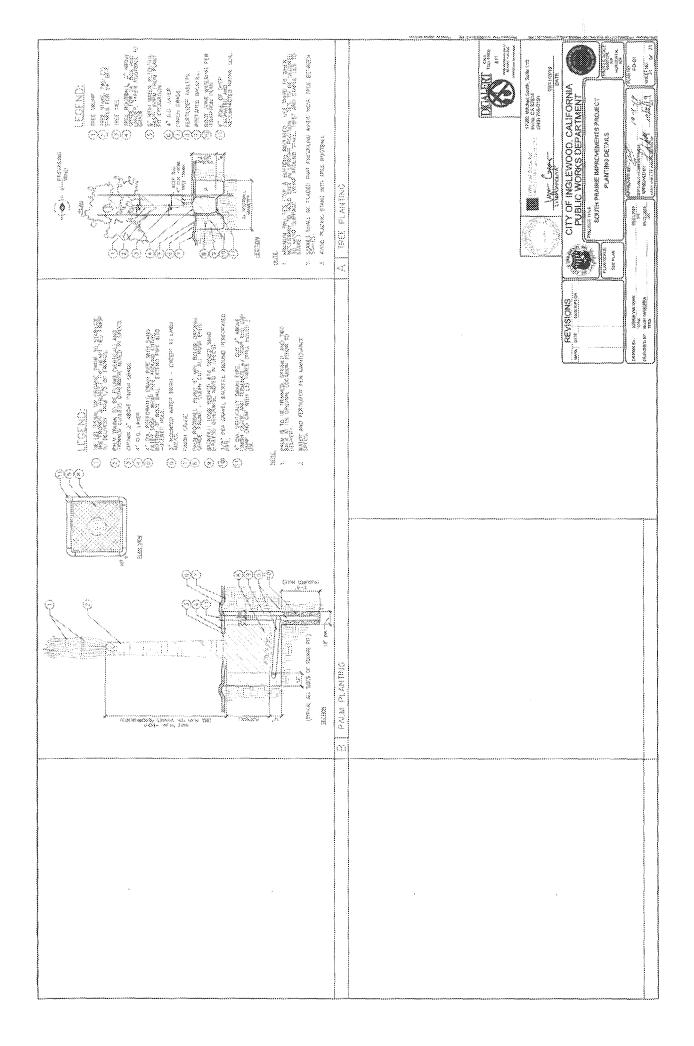










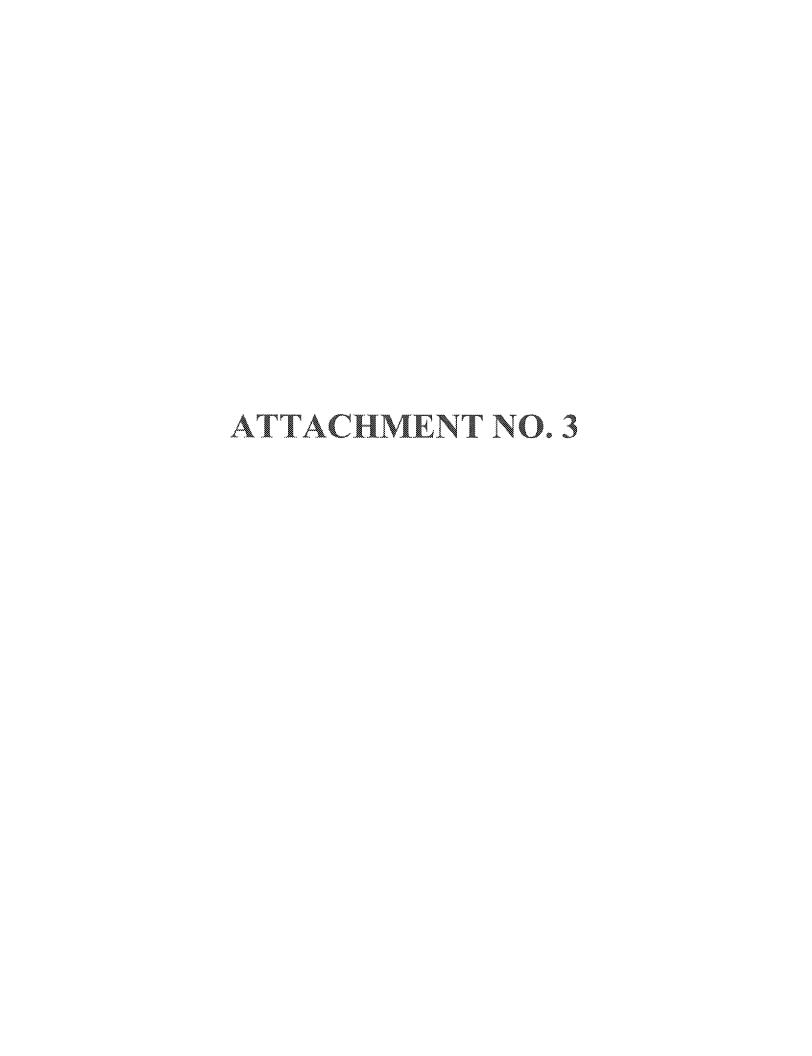


ATTACHMENT NO. 2

City of Inglewood - Public Works Department BIDDER SUMMARY for "PRAIRIE AVE IMPROVEMENTS PROJECT, FY 2019-20"

(Engineer's Estimates, Bidder No. 1 to 3, and Average Estimate)

| | | | | Engineer': | s Estimates | | No. 1 | | No. 2 | | No. 3 | | |
|----------|--|------|---------|---------------|--------------|---------------|----------------|--------------|----------------|----------------------|----------------|--------------|--------------|
| | BIDDER NAMES | | | logic | wood | Sully | -Milter Co. | All Am | erican Asphalt | Exce | l Paving Co. | Average | Estimate |
| item# | Item Description | Unit | Qty. | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total | Unit Price | Total |
| 1 | Mobilization/Demobilization | LS | 4 | \$ 180.000.00 | \$180 000 00 | \$ 145,777.50 | \$145.777.50 | \$125,000.00 | \$125.000,00 | \$150,000.00 | \$150,000.00 | \$150,194,38 | \$150,194,38 |
| 2 | Traffic Control | LS | 1 | \$ 135,000.00 | | \$ 120,150.00 | \$120,150.00 | | | \$172,000.00 | | | \$155.537.50 |
| T-3 | Changeable Message Signs | EA | à | \$ 5,000.00 | \$20,000.00 | | \$20,000.00 | \$7,500.00 | | \$6,000.00 | \$24,000.00 | \$5,875,00 | \$23,500.00 |
| | Monument Restoration & Survey Support Services | T.S | | \$ 25,000.00 | \$25,000.00 | | \$45,000.00 | | | \$64,000.00 | | \$44,250.00 | \$44,250.00 |
| l | Water Control of Contr | | | V WV,WVW.VW | **** | 10,000.00 | 7 10,570.70 | \$10,000.00 | # 10,000.00 | 407,000.00 | 30-1,000.00 | V***,E50.50 | |
| 5 | Stormwater Control. SWPPP, & BMP Implementation | LS | | \$ 25,000.00 | \$25,000.00 | | \$20,000.00 | \$8,000.00 | | \$25,000.00 | \$25,000.00 | \$19,500.00 | \$19,500.00 |
| 6 | Clearing & Grubbing (Total) | LS | | \$ 160,500.00 | \$160,500.00 | | \$63,000.00 | \$28,000.00 | | \$84,000.00 | | \$83,875.00 | \$83,875.00 |
| 7 | Unclassified Excavation | CY | 1,025 | | \$51,250.00 | | \$102,500.00 | \$87.00 | | \$76.00 | | \$78.25 | \$80,206.25 |
| | Cold Milling | SF | 552,000 | | \$414,000.00 | | \$126,960.00 | \$0.18 | | \$0.34 | | \$0.38 | \$207,000.00 |
| 9 | 2" ARHM Overlay ARHM-GG-C | TN | 7,200 | \$ 100.00 | \$720,000.00 | \$ 97.00 | \$698,400.00 | \$98.00 | \$705,600.00 | \$93.00 | \$669,600.00 | \$97,00 | \$698,400.00 |
| | Removal and Reconstruction of AC Pavement | | | | | | | | | | | | |
| | Base Course B - PG 64-10 | TN | 590 | | \$53,100.00 | | \$88,500.00 | \$200.00 | | \$340.00 | | \$195.00 | |
| £ | Furnishing of Crushed Miscellaneous Base | CY | 585 | | \$29,250.00 | | \$55,575.00 | \$140.00 | | \$98.00 | | \$95.75 | \$56,013.75 |
| 12 | Remove and Construct of PCC Driveway Approach | SF | 4,775 | | \$71,625.00 | | \$64,462.50 | \$12,00 | | \$16.00 | | \$14.13 | \$67,446.88 |
| | Remove and Construct of PCC Sidewalk | SF | 17,500 | | \$175,000.00 | | \$192,500.00 | \$10.00 | | \$12.00 | | \$10.75 | \$188,125.00 |
| <u> </u> | Remove and Construct ADA Compliant Curb Ramp | ĒΑ | 47 | | \$211,500.00 | | \$199,750.00 | \$5,800.00 | | \$5,000.00 | | \$4,887.50 | \$229,712.50 |
| 15 | Construct Metal Pipe Hand Rail | LF | 100 | | \$10,000.00 | | \$20,000.00 | \$180.00 | | \$172.00 | | \$163.00 | \$16,300.00 |
| 16 | Remove and Construct of PCC Curb and Guiter | LF | 1,250 | | \$75,000.00 | | \$81,250.00 | \$50.00 | | \$51.00 | | \$56.50 | \$70,625.00 |
| 17 | Remove and Reinstall Curb Drain | EA | 10 | | \$8,500.00 | | \$2,500.00 | \$1,300.00 | | \$250.00 | | \$662.50 | \$6,625.00 |
| 18 | Remove and Construct of PCC X-Gulter/Spandrel | SF | 21,025 | | \$252,300.00 | | \$278,581.25 | \$16.00 | | \$20.00 | | \$15.31 | \$321,945.31 |
| 19 | Construct 8" thick PCC Bus Pad | SF | 4,275 | \$ 15.00 | \$64,125.00 | \$ 9.25 | \$39,543.75 | \$16.00 | \$68,400.00 | \$20.00 | \$85,500.00 | \$15.06 | \$64,392.19 |
| | Install Washingtonia robusta (15 foot BTH (brown trunk | | | | | | | | | | | | |
| | height) with drainage) | EA. | 114 | | \$205,200.00 | | \$125,400.00 | \$890.00 | | \$860.00 | | \$1,162.50 | \$132,525.00 |
| 21 | Install Chinese Pstache (24" Box) | EA | 60 | | \$24,000.00 | | \$28,500.00 | \$445.00 | | \$430.00 | | \$437.50 | \$26,250.00 |
| | Install Decomposite Granite (4" Deep) with Stabilizer | SF | 6,336 | | \$19,008.00 | | \$28,512.00 | \$4.00 | | \$6.30 | | \$4,45 | \$28,195.20 |
| 23 | Soil Prep and Top Soil | EA | 174 | | \$9,570.00 | | \$10,788.00 | \$365.00 | | \$50.00 | | \$133.00 | \$23,142.00 |
| | Maintenance Cost (250 Days) | LS | 1 | | \$2,534.40 | | \$90,000.00 | \$80,000.00 | | \$85,000.00 | | \$64,383.60 | \$64,363.60 |
| 25 | Install Root Barriers (Assumed Quantity) | EA | 174 | | \$17,400.00 | | \$52,200.00 | \$210.00 | | \$200.00 \$700.00 | | \$202.50 | \$35,235.00 |
| 26 | Adjustment to Grade of Manholes | EA. | 53 | | \$26,500.00 | | \$45,050.00 | \$1,250.00 | | | | \$825.00 | \$43,725.00 |
| 27 | Adjust Valve, meters, and Pulibox to grade | EA | 41 | § 350.00 | \$14,350.00 | \$ 350.00 | \$14,350.00 | \$890.00 | \$36,490.00 | \$400.00 | \$16,400.00 | \$497.50 | \$20,397.50 |
| | Install United Storm Water Wing-Gate ARS screen | | | | P44 000 00 | e a pag co | #ne.nen.en | 60 000 00 | 849 480 80 | #4 BAO 60 | \$20.000.00 | \$0.000.00 | P45 400 00 |
| | cover and catch | EA | 22 | | \$44,000.00 | | \$66,000.00 | \$2,200.00 | | \$1,000.00 | \$22,000.00 | \$2,050.00 | \$45,100.00 |
| | Signing and Striping | LS | | \$ 135,000.00 | | \$ 100,000.00 | \$100,000.00 | \$74,000.00 | | \$71,000.00 | \$71,000.00 | \$95,000.00 | \$65,600.00 |
| 30 | Traffic Loop Restoration | EA | 105 | \$ 400.00 | \$42,000.00 | \$ 350.00 | \$36,750.80 | \$325.00 | \$34,125.00 | \$310.00 | \$32,550.00 | \$346.25 | \$36,356.25 |
| | | L | | | | | 4 | | 4 | | A | | |
| | Total: | | | \$ | 3,220,712.40 | | \$2,962,000.00 | | \$3,119,054.00 | | \$3,294,266.80 | \$3 | ,149,008.30 |



CITY OF INGLEWOOD —Public Works Prairie Avenue Improvements Project FY 2019-20 CB-19-15 DATE OF BID- November 13, 2019 @ 11:30AM

- 1. Sully-Miller Contracting....\$2,962,000.00
- 2. All American Asphalt......\$3,119,054.00
- 3. PALP dba Excel Paving.....\$3,294,266.80



CITY OF INGLEWOOD

Public Works Department



Louis Atwell, P.E. Public Works Director

ADDENDUM NO. 2

PRAIRIE AVENUE IMPROVEMENTS PROJECT FY 2019-20 BID NO. CB-19-15 IN THE CITY OF INGLEWOOD, CALIFORNIA

This addendum forms a part of the Contract Documents for the above-mentioned project and modifies the original Specifications and Contract Documents, as noted below. Portions of the Contract, not specifically mentioned in the Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

- 1. Invitation To Submit Bid
 - Replace pages 4 and 8 with revised pages 4.1 and 8.1, of the Specifications for "PŘAIRIÉ AVENUE IMPROVEMENTS PŘOJECT, FY 2019-20, Bid No. CB-19-15". (See Insert)
- Division I (Special Provisions) 2.
 - Replace pages 90 with revised pages 90.1 of the Specifications for "PRAIRIE AVENUE IMPROVEMENTS PROJECT, EY 2019-20, Bid No. CB-19-15". (See Insert)

Louis A. Atwell, P.E.

Public Works Director

I ACKNOWLEDGE RECIEPT OF THIS ADDENDUM NO. 1 AND ACCEPT THE AFOREMENTIONED.

tracting Company

11/06/19

Date

Pfrint Name, Signature

Assistant Secretary

One W Manchester Boulevard * Inglewood, CA * 90301 * Phone (310) 412-5333 * Fax (310) 412-5552 * www.cityofinglewood.org

BJ.962,00

- 19. Construct 8" thick PCC Bus Pad shall be made on a square foot basis, which shall include all costs involved in the removal of existing finished surface and construction of PCC Bus Pad, including sub-grade preparation, base material, forming, concrete installation, finishing, backfilling, & fine grading around improvement, and all incidentals per governing standards.
- 20. <u>Install Washingtonia robusta (15 foot BTH (brown trunk height) with drainage)</u> shall be made on a unit basis and shall include all labor, material, equipment, tools, and all incidentals incurred in completing the work.
- 21. <u>Install Chinese Pstache (24" Box)</u> shall be made on a unit basis and shall include all labor, material, equipment, tools, and all incidentals incurred in completing the work.
- 22. <u>Install Decomposite Granite (4" Deep) with Stabilizer</u> shall be made on a square foot basis, including all labor, material, equipment, and tools needed in installation. Bidding price shall also include all incidentals incurred during item completion.
- 23. Soil Prep and Top Soil shall be made on a per each unit basis and shall include all labor, material, equipment, tools, and all incidentals incurred while completing the work.
- 24. <u>Maintenance Cost (250 Days)</u> shall be made on a lump sum basis and shall include all labor, material, equipment, tools, and all incidentals incurred while conducting maintenance.
- 25. <u>Install Root Barriers (Assumed Quantity)</u> shall be made on a per each unit basis and shall include all labor, material, equipment, tools, and all incidentals incurred in the installation of root barriers.
- 26. <u>Adjustment to Grade of Manholes</u> shall be made on a per each unit basis per Technical/Special Specifications, Part 3, Section 3.07 B.
- Adjust Valve, meters, and Pullbox to grade shall be made on a per each unit basis per the governing Technical/Special Specification.
- 28. Install United Storm Water Wing-Gate ARS screen cover and catch shall be made on a per each unit basis and include all labor, material, equipment, and tools involved in the installation of the screen cover, including preparation, finishing, and all incidentals per the governing standard.
- 29. Signing and Striping shall be made on a lump sum basis and shall include removal of existing, conflicting striping and markings and installation of pavement markings and striping and all other work items as required to complete the work shown on the Plans. All side streets within the project limits shall be replaced in-kind after final paving operations. All markings/ legends shall comply with City templates and sizes. It is the contractor's responsibility to contact the Engineer to examine and replicate City stencils.

Work under this items shall include removal of existing, conflicting signage and installation of signage including post. Non-complaint existing breakaway sign post shall be replaced per referenced standards and in accordance with Specifications.

Work under this item shall also include re-painting of all curb as shown on the Plans. Protect for overspray into the flow line and to adjacent parkways or sidewalks.

CITY OF INGLEWOOD INVITATION TO SUBMIT BID

(Specifications and Conditions Governing Bid Award)

Project Subject to Bid:

"PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20" BID No.: CB-19-15

The City of Inglewood invites and will receive bids duly filed as provided herein for the furnishing of labor and materials and/or the completion of the above-designated project.

A mandatory pre-bid meeting for interested bidders will be conducted on Thursday October 24, 2019, at 10:30 a.m. the Public Works Department, on the Third Floor of the Inglewood City Hall, One Manchester Boulevard, CA, 90301.

Please call the Project Manager, Hunter Nguyen, at (310) 412-8768, or email at (hhunter@cityofinglewood.org), should you require further information. Each bid, to be considered, must be delivered to and received by the City Clerk no later than 11:30 a.m. on November 13, 2019, at the Office of the City Clerk, First Floor of Inglewood City Hall, One Manchester Boulevard, Inglewood, CA, 90301.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder's Proposal and Statement", attached hereto and must be enclosed, together with the requisite bid security, in a sealed envelope addressed to the City Clerk with the designation of the project "PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20" appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder's Proposal and Statement form. In the event alternative bids are called for in said form, each alternative bid shall be completed.

Bids will be opened in public in the City Clerk's Office and will then and there be announced to all persons present.

Specifications and other Bid Documents for the above items are on file in the Public Works Department and may be obtained upon request.

Each bid must be accompanied by a deposit in the form of cash, a cashier's or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate amount of the bid, as a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the Bid Document and furnish bonds when required in the Special Provisions: one for Faithful Performance in the amount of the Contract Sum, and one for Contractor's Labor and Materials in the amount of the Contract Sum.



CITY OF INGLEWOOD

Public Works Department



Louis Atwell, P.E. Public Works Director

ADDENDUM NO. 1

PRAIRIE AVENUE IMPROVEMENTS PROJECT FY 2019-20 BID NO. CB-19-15 IN THE CITY OF INGLEWOOD, CALIFORNIA

This addendum forms a part of the Contract Documents for the above-mentioned project and modifies the original Specifications and Contract Documents, as noted below. Portions of the Contract, not specifically mentioned in the Addendum, remain in force. All trades affected shall be fully advised of these changes, deletions and additions.

- Invitation To Submit Bid 1.
 - Replace pages 7 and 8 with revised pages 7.a and 8.a, of the Specifications for "PRAIRIÉ AVENUE IMPROVEMENTS PROJECT, FY 2019-20, Bid No. CB-19-15". (See Insert)
- 2. Division I (Special Provisions)
 - Replace pages 88, 89, 90, and 91 with revised pages 88.a, 89.a, 90.a and 91.a of the Specifications for "PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20, Bid No. CB-19-15". (See Insert)

Louis A. Atwell, P.E. Public Works Director

I ACKNOWLEDGE RECIEPT OF THIS ADDENDUM NO. 1 AND ACCEPT THE AFOREMENTIONED.

SULLY-MILLER CONTRACTING COMPANY NOT BAND

11/05/19

Date

Print Name, Signature William J.T. Boyd, Vice-President of Operations

precautionary actions and implement all necessary BMPs to prevent sewer discharges to any portion of the storm drain conveyance system including discharge of pollutants from activities such as paving operations, concrete waste washouts, cold-milling, vehicle and equipment fueling from entering storm drain systems.

- 6. <u>Clearing & Grubbing (Total)</u> shall be made on a lump sum basis and include furnishing all labor, tools, equipment, and materials necessary for performing the work complete and in place. Clearing and Grubbing shall consist of and not be limited to the protection or restoration of any damaged private improvements made after completing adjacent work to documented conditions.
- 7. <u>Unclassified Excavation</u> shall be made on a cubic yard basis for all PCC, Asphalt Concrete (AC) pavement, base, subgrade and all incidentals per governing standards.
- 8. Cold Milling shall be made on a square foot basis, which shall include all labor, material, equipment, tools, and services; and immediate disposal of material removed; and all incidentals damage to equipment due to obstructions that may be encountered during operations, and any delays. The quantity to be paid shall be the actual required area of surface planed, regardless of number of passes required.
- 9. 2" ARHM Overlay shall be made on a ton basis, which shall include all labor, material, equipment, tools, pavement apply soil sterilant, crack seal, tack coat to exposed surfaces and services for pavement preparation, mixing, placement, application, and screening, and all incidentals per SPPWC specification. The quantity to be paid shall be the actual tonnage of compacted ARHM overlay applied.
- 10. Removal and Reconstruction of AC Pavement shall be made on a ton basis, which shall include all costs involved in removing and reconstructing AC pavement, complete in place, including subgrade & base preparation and all incidentals, including settlement repairs.
- 11. Furnishing of Crushed Miscellaneous Base shall be made on a cubic yard basis including all labor, material, and equipment required to remove and furnish Crushed Miscellaneous Base. CMB to be furnished should be in accordance to SPPWC specification and used accordingly.
- 12. Remove and Construct of PCC Driveway Approach shall be made on a square foot basis, which shall include all costs involved in removal and reconstruction of PCC driveway apron, including sub-grade preparation, base material, forming, concrete installation, finishing, restoration of sprinkler system wherever applicable, backfilling & fine grading around improvement, seeding back grass (to match existing) wherever applicable, and all incidentals per governing standards.
- 13. Remove and Construct of PCC Sidewalk shall be made on a square foot basis, which shall include all costs involved in removal and reconstruction of PCC sidewalk, including tree root removal & pruning, restoration of existing sprinklers systems and back-filling & seeding wherever applicable, sub-grade preparation, forming, concrete installation, finishing, backfilling & fine grading around

- improvement, seeding back grass (to match existing) wherever applicable, and all incidentals per governing standards.
- 14. Remove and Construct ADA Compliant Curb Ramp shall be made on a per each basis, which shall include all costs involved in the construction of new ADA compliant curb ramp per Caltrans Std Plan A88A, including removal of existing PCC structures necessary to accommodate ramp installation, sub-grade preparation, base material, forming, concrete installation, adjustment of pull boxes to grade, installation of detectable warning surfaces in to the fresh concrete finishing. centerline ties reinstallation, restoring sprinkler system wherever applicable. backfilling & fine grading around improvement, seeding back grass (to match existing) wherever applicable, and all incidentals per Standard Plans for Public Works Construction. Modification of Standards to accommodate new ADA compliant curb ramps may be required due to site conditions and/or configurations. Any and all modifications necessary to meet latest ADA requirements to accommodate new curb ramps shall be discussed with the Engineer prior to installation. Curb and gutter, and asphalt concrete pavement (AC lot) adjacent to gutter, shall be included in the unit price bid for the removal and construction of new ADA compliant ramp.
- 15. Construct Metal Pipe Hand Rail shall be made on a lineal foot basis, which shall include all costs involved in the furnishing of Metal Pipe hand rails, including concrete removal, concrete installation and finishing, repair of sprinkler system, backfill and fine grading around improvement, and all incidentals per governing standards.
- 16. Remove and Construct of PCC Curb and Gutter shall be made on a lineal foot basis, which shall include all costs involved in removal and reconstruction of full depth of AC pavement, monolithic PCC curb & gutter and suppressed curb & gutter in front of driveways including sub-grade preparation, base material installation & compaction, forming, concrete installation, finishing, repair of sprinkler system wherever applicable, backfill & fine grading around improvement, seeding back grass (to match existing), and all incidentals per governing standards. Bid item should also include coordination with a California licensed surveyor to determine location and restoration of surveying benchmarks and monuments.
- 17. Remove and Reinstall Curb Drain shall be made on a per unit basis, which shall include all labor, material, equipment, and tools involved in the installation of Curb Drain, including preparation, lowering Curb Drain, restoration of sprinkler system where applicable, backfilling & fine grading around improvement, seeding back grass (to match existing), and all incidentals, per APWA Standards Plans.
- 18. Remove and Construct of PCC X-Gutter/Spandrel and include the 2 feet wide strip of AC Pavement shall be made on a square foot basis, which shall include all costs involved in the coordination with a California licensed surveyor to determine all elevations, centerline tie relocation, removing and reconstructing of existing x-gutter/spandrel, including sub-grade preparation, base material, forming, concrete installation, finishing, and all incidentals per governing standards. Note: spandrel shall include curb and suppressed curb & gutter where applicable.

- 19. Construct 8" thick PCC Bus Pad shall be made on a square foot basis, which shall include all costs involved in the removal of existing finished surface and construction of PCC Bus Pad, including sub-grade preparation, base material, forming, concrete Installation, finishing, backfilling, & fine grading around improvement, and all incidentals per governing standards.
- 20. <u>Install Washingtonia robusta (15 foot BTH (brown trunk height) with drainage)</u> shall be made on a unit basis and shall include all labor, material, equipment, tools, and all incidentals incurred in completing the work.
- 21. <u>Install Chinese Pstache (24" Box)</u> shall be made on a unit basis and shall include all labor, material, equipment, tools, and all incidentals incurred in completing the work
- 22. <u>Install Decomposite Granite (4" Deep) with Stabilizer</u> shall be made on a square foot basis, including all labor, material, equipment, and tools needed in installation. Bidding price shall also include all incidentals incurred during item completion.
- 23. Soil Prep and Top Soil shall be made on a square foot basis and shall include all labor, material, equipment, tools, and all incidentals incurred while completing the work.
- 24. <u>Maintenance Cost (250 Days)</u> shall be made on a square foot basis and shall include all labor, material, equipment, tools, and all incidentals incurred while conducting maintenance.
- 25. <u>Install Root Barriers (Assumed Quantity)</u> shall be made on a square foot basis and shall include all labor, material, equipment, tools, and all incidentals incurred in the installation of root barriers.
- Adjustment to Grade of Manholes shall be made on a per each unit basis per Technical/Special Specifications, Part 3, Section 3.07 - B.
- 27. Adjust Valve, meters, and Pullbox to grade shall be made on a per each unit basis per the governing Technical/Special Specification.
- 28. <u>Install United Storm Water Wing-Gate ARS screen cover and catch</u> shall be made on a per each unit basis and include all labor, material, equipment, and tools involved in the installation of the screen cover, including preparation, finishing, and all incidentals per the governing standard.
- 29. Signing and Striping shall be made on a lump sum basis and shall include removal of existing, conflicting striping and markings and installation of pavement markings and striping and all other work items as required to complete the work shown on the Plans. All side streets within the project limits shall be replaced in-kind after final paving operations. All markings/ legends shall comply with City templates and sizes. It is the contractor's responsibility to contact the Engineer to examine and replicate City stencils.

Work under this items shall include removal of existing, conflicting signage and installation of signage including post. Non-complaint existing breakaway sign post shall be replaced per referenced standards and in accordance with Specifications.

Work under this item shall also include re-painting of all curb as shown on the Plans. Protect for overspray into the flow line and to adjacent parkways or sidewalks.

30. Traffic Loop Restoration shall be made on a per each basis and shall include the restoration of all existing traffic loops that are damaged within the limits of the cold mill and overlay improvements on this project. Price shall include all labor, material, equipment, and tools involved in the installation of such traffic loops and should follow Section 3.08 hereon. Traffic loop facilities damaged outside of the cold mill and overlay areas shall be considered incidental and shall be refurnished at the contractor's expense.

The following items shall be included in other items of work, and no additional compensation will be made thereof.

- 1. Protection and restoration of existing improvement and utilities.
- 2. Protection of benchmarks, monuments and center line ties.
- 3. Public convenience and safety.
- 4. Daily traffic control.
- 5. Project site clean-up and maintenance.

Section 1.05 SUBMITTALS & RESUBMITTALS

A. General

- 1. Provide three (3) copies of all submittals/re-submittals (re/submittals) stamped by a registered civil engineer licensed in the State of California: one (1) reproducible and two (2) blueline prints/copies. The reproducible set will be returned to the Contractor for re-submittal revisions, if any. Make all re/submittals at least ten (10) working days prior to starting any work to provide time required for reviews, for securing necessary approvals, and for placing orders and securing delivery.
- Deliver re/submittals to the Engineer. Each re/submittal package shall be accompanied by a letter of transmittal.
- Identify the Project, Contractor, subcontractor(s), and major supplier(s).
 Identify pertinent Drawing sheets, detail numbers, and Specification
 Section numbers, as appropriate. Identify approved deviations from
 Contract Documents.
- 4. Carefully review and sign re/submittals before remitting to the Engineer.

CITY OF INGLEWOOD

SPECIFICATIONS FOR PRAIRIE AVENUE IMPROVEMENTS PROJECT,

FY 2019-20

BID NO. CB-19-15



Public Works Department One W. Manchester Boulevard Inglewood, California 90301



Bid Opening Bid Opening November 6, 2019

September 2019

"PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20"

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INSTRUCTIONS TO BIDDERS IMPORTANT

BEFORE SUBMITTING YOUR BID, HAVE YOU PROPERLY COMPLETED THE FOLLOWING?

Please Check Here:

| 1, | PROPOSAL: a. Has a bid been submitted on all Items of the Proposal? b. Is the Proposal properly signed and dated? c. If bid is submitted by a corporation, is corporate seal affixed to the Proposal? d. Is Contractor's License Number inserted on the Proposal? | \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ |
|----|---|---------------------------------------|
| 2. | BOND: a. Is the amount of the Bond at least 10% of the Total Bid? b. Is the Bond (or the Certified Check) properly filled in and signed by Surety? | <u> </u> |
| 3. | CERTIFIED CHECK: a. Is the amount of the Certified Check at least 10% of the Total Bid? b. Is the Certified Check enclosed with the bid? | |
| 4. | DESIGNATION OF SUBCONTRACTORS: a. Are portions of work allotted? b. Are names, locations, and licenses given for each subcontractor? | <u> </u> |
| 5. | PAYMENT OF PREVAILING WAGES: Are you aware of the Provision to pay prevailing wages and furnish certified payroll records to the City of Inglewood? | |
| 6. | CONTRACT COMPLIANCE: a. Has the Non-Collusion Affidavit been completed? b. Is the Non-collusion Affidavit properly signed and duly notarized? c. Have the requirements and forms to be furnished on the Project been examined and are understood? | |
| 7. | BUSINESS LICENSE: Are you aware of Division 1, Section 9 "Inglewood Business License"? | <u> </u> |
| 8. | REFERENCE LIST: Has the Reference List been completed and submitted? | V |
| 9. | STATE / FEDERAL (HUD) REQUIREMENTS: Have you reviewed the State / Federal requirements and submitted all necessary State / Federal forms? If you are using more than one wage determination, ensure the higher wage rate is applied, during your review of payrolls. | |

CITY OF INGLEWOOD INVITATION TO SUBMIT BID

(Specifications and Conditions Governing Bid Award)

Project Subject to Bid:

"PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20" BID No.: CB-19-15

The City of Inglewood invites and will receive bids duly filed as provided herein for the furnishing of labor and materials and/or the completion of the above-designated project.

A mandatory pre-bid meeting for interested bidders will be conducted on Thursday October 24, 2019, at 10:30 a.m. the Public Works Department, on the Third Floor of the Inglewood City Hall, One Manchester Boulevard, CA, 90301.

Please call the Project Manager, Hunter Nguyen, at (310) 412-8768, or email at (https://hunter@cityofinglewood.org), should you require further information.

Each bid, to be considered, must be delivered to and received by the City Clerk no later than 11:00 a.m. on November 6, 2019, at the Office of the City Clerk, First Floor of Inglewood City Hall, One Manchester Boulevard, Inglewood, CA, 90301.

Each bid shall be submitted and completed in all particulars using the form entitled, "Bidder's Proposal and Statement", attached hereto and must be enclosed, together with the requisite bid security, in a sealed envelope addressed to the City Clerk with the designation of the project "PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20" appearing thereon.

Each bid shall state the unit price of each item if called for on the Bidder's Proposal and Statement form. In the event alternative bids are called for in said form, each alternative bid shall be completed.

Bids will be opened in public in the City Clerk's Office and will then and there be announced to all persons present.

Specifications and other Bid Documents for the above items are on file in the Public Works Department and may be obtained upon request.

Each bid must be accompanied by a deposit in the form of cash, a cashier's or certified check made payable to the City of Inglewood, or a bid bond, for an amount of not less than ten percent (10%) of the aggregate amount of the bid, as a guarantee that the successful bidder will, within the time specified, enter into an agreement as provided in the Bid Document and furnish bonds when required in the Special Provisions; one for Faithful Performance in the amount of the Contract Sum, and one for Contractor's Labor and Materials in the amount of the Contract Sum.

The City Council reserves the right to reject any or all bids and to waive any irregularities in any bid, and to take bids under advisement for a period not to exceed sixty (60) days from and after the date bids are opened and announced.

Attention is directed to the provisions of Labor Code § 1725.5: 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 (with limited expectations for this requirement for bid purposes only under Labor Code Section 1771.1a). 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. All contractors and subcontractors must furnish electronic certified payroll records to the Labor Commissioner for all new projects awarded on or after April 1, 2015. The Labor Commissioner may excuse contractors and subcontractors on a project that is under the jurisdiction of one of the four legacy DIR-approved labor compliance programs (Caltrans, City of Los Angeles, Los Angeles Unified School District and County of Sacramento) or that is covered by a qualified project labor agreement. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Attention is directed to the provisions of Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the Contractor or any subcontractor under them. The Contractor or any subcontractor shall comply with the requirements of said sections in the employment of apprentices. Information relative to apprenticeship standards and administration of the apprenticeship program may be obtained from the Director of Industrial Relations, San Francisco, CA, or the Division of Apprenticeship Standards and its branch offices.

Also, Amendments to Assembly Bill 219 became effective on July 1, 2016. The amendments made the following changes to Labor Code section 1720.9: a company hauling or delivering ready-mix concrete for a public works contract shall perform the following: (1) Register as a public works contractor; (2) Submit a certified copy of the payroll records required by subdivision (a) of Section 1776 to the party that engaged the company and to the general contractor within five working days after the employee has been paid, accompanied by a written time record that shall be certified by each driver for the performance of job duties; and (3) Ready-mix concrete companies' requirement to submit payroll online to DIR using its electronic certified payroll reporting system is temporarily on hold.

Notice is hereby given that the City Council has ascertained the prevailing rates of per diem wages in the locality in which the work is to be done for each craft or type of workman or mechanic needed to execute the Contract in accordance with the provisions of Section 1770, etc. seq. of the Labor Code; said prevailing rates are on file in the Office of the City Clerk and are incorporated herein by reference. Copies shall be made available to any interested party on request.

Attention is directed to the provisions of Public Contract Code Section 10164 concerning Contractor's licensing laws. This Contract requires a Class A Contractor's License. In addition, a City of Inglewood business license will also be required.

The successful bidder must obtain, and maintain current until completion of the Project, an Inglewood City Business License.

This Notice is given by order of the City Administrator of the City of Inglewood,

California, and is dated this 3 day of October

Ártie Fields, City Manager City of Inglewood, California

BIDDER'S PROPOSAL AND STATEMENT CITY OF INGLEWOOD, LOS ANGELES COUNTY, CALIFORNIA

"PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20"

PROPOSAL

To the City of Inglewood One Manchester Boulevard Inglewood, CA 90301

The undersigned declares that he/she has carefully examined the location of the proposed work and has otherwise satisfied himself/herself as to the nature and location of the work, and is fully informed as to all conditions and matters which can in any way affect the work or cost thereof, that he/she has examined the Plans and Specifications, and has read the accompanying "INSTRUCTIONS TO BIDDERS", and hereby agrees to provide the following:

To furnish all labor, materials, equipment, transportation, and services and to do all work required for the "PRAIRIE AVENUE IMPROVEMENTS PROJECT, FY 2019-20" in strict conformity with the Plans and Specifications at the following Total Sum Bid amount, to Wit:

BID SCHEDULE "A" (BASE BID)

| Item No. | Item | Unit | Qty. | Unit Price | Total |
|-------------|---|------|---------|------------|------------|
| 1 | Mobilization/Demobilization | LS | 1 | 145,777.50 | 145,777,50 |
| 2 | Traffic Control | LS | 1 | 120,150 | 120,150 |
| 3 | Changeable Message Signs | EA | 4 | 5,000 - | 20,000 - |
| 4 | Monument Restoration & Survey Support Services | LS | 1 | 45,000. | , |
| 5 | Stormwater Control, SWPPP, & BMP Implementation | LS | | | 20,000 |
| 6 | Clearing & Grubbing (Total) | LS | | • | 63000 |
| 7 | Unclassified Excavation | CY | 1,025 | 100 | 102,500. |
| 8 | Cold Milling | SF | 552,000 | , 23 | 126,960, |
| 9 | 2" ARHM Overlay | TN | 7,200 | 97. | 698,400 |



| Item No. | ltem | Unit | Qty. | Unit Price | Total |
|-------------|---|------|--------|--|-------------------------------|
| 10 | Removal and Reconstruction of AC Pavement | TN | 590 | 150, ~ | 88,500. |
| 11 | Furnishing of Crushed Miscellaneous Base | CY | 585 | 95, | 55,575, |
| 12 | Remove and Construct of PCC Driveway Approach | SF | 4,775 | 13,50 | 64,462,50 |
| 13 | Remove and Construct of PCC Sidewalk | SF | 17,500 | 11. | 192,500. |
| 14 | Remove and Construct ADA Compliant Curb Ramp | EA | 47 | 4,250, | 199,750. |
| 15 | Construct Metal Pipe Hand Rail | LF | 100 | 200. | 20,000. |
| 16 | Remove and Construct of PCC Curb and Gutter | LF | 1,250 | 65, <i>-</i> | 81,250. |
| 17 | Remove and Reinstall Curb Drain | EA | 10 | 250. | à.seo. |
| 18 | Remove and Construct of PCC X- Gutter/Spandrel | SF | 21,025 | 13,25 | 87 <i>8,581,²⁵</i> |
| 19 | Construct 8" thick PCC Bus Pad | SF | 4,275 | 9,25 | 39.543. ^{7.5} |
| 20_ | Install Washingtonia robusta (15 foot BTH (brown trunk height) with drainage) | EA | 114 | 1,100,- | 125,400 |
| 21 | Install Chinese Pstache (24" Box) | EA | 60 | 475 | 28.5∞. C |
| 22 | Install Decomposite Granite (4" Deep) with Stabilizer | SF | 6,336 | 4,50 | 28,5/2. |
| 23 | Soil Prep and Top Soil | EA | 174 | <u>ca, </u> | 10,788. |
| 24 | Maintenance Cost (250 Days) | LS | .1 | 90,000 | 90,000, |
| 25 | Install Root Barriers (Assumed Quantity) | EA | 174 | 360. | 52, 200, - |
| 26 | Adjustment to Grade of Manholes | EA | 53 | 850. | 45050 |
| 27 | Adjust Valve, meters, and Pullbox to grade | EA | 41 | 350 | 14,350. |
| | Install United Storm Water Wing-Gate ARS screen cover and catch | EA | 22 | 3,000. | 66,000, T |
| 29 | Signing and Striping | LS | 1 | 100,000. | 100,000 |
| 30 | Traffic Loop Restoration | EA | 105 | 350, | 36,7 <i>50</i> . |

| Item No. | Item | Unit | Qty. | Unit Price | Total |
|-------------|--|------|------|----------------------|-----------|
| то | TAL BID SCHEDULE "A" (BASE BID) WRITTEN IN WORDS | то | | CHEDULE IN FIGURE | "A" (BASE |
| 140 / | two thousand dollars | | | 962 <u>,00</u> | 9 |
| | | | | | |

BID SCHEDULE "B" (ADDITIVE BID)

PCC Pavement repairs for Pincay Dr. between Manchester BI and Crenshaw BI.

| Item No. | ltem | Unit | Qty. | Unit Price | Total |
|-------------|--|------|----------|-------------------------|-------------------|
| 1 | Removal and Reconstruction of PCC Pavement per Standard No. 132-3 | SF | 12,000 | 31. <i>5</i> 0 | 378,∞o. ∽ |
| 2 | Remove and Construct of PCC Sidewalk | SF | 5,000 | 14,50 | 72 Sas - |
| 3 | Remove and Construct ADA Compliant Curb Ramp | ΕA | 5 | 6,960, | 34800. |
| 4 | Remove and Construct of PCC Curb and Gutter | LF | 500 | 72, | 76, <i>s</i> oo. |
| 5 | Remove and Construct of PCC X- Gutter/Spandrel | SF | 1,000 | 29,25 | 29,2 <i>50.</i> – |
| ñ | Remove existing striping and reinstall thermoplastic traffic striping, centerline, crosswalks, arrows, pavement legends, curb markings and other pavement markers. | LS | 1 | 150,000,- | 100-00 |
| | AL BID SCHEDULE "B" (ADDITIVE BID) WRITTEN IN WORDS | | TOTAL BI | D SCHEDU E BID) IN F | JLE "B" |

IN CASE OF DISCREPANCY BETWEEN THE WORDS AND FIGURES, THE WORDS SHALL PREVAIL.

Section 3-2.2.1 of the Standard Specifications is hereby amended by addition of the following: if a bid item is deleted in its entirety and that bid item has no direct effect on performance of any other bid items, no adjustment in bid prices for any items will be provided.

The Contract shall be awarded based on the lowest bid which shall be the lowest Total Bid Schedule "A" (Base Bid). The City reserves the right to not award the Additive Bid (Schedule B) however the lowest bidder will still be decided by the above method whether or not the City decides to proceed with, and pay for, the Additive Bid work.

Additive Bid work.

RECEIPT OF ADDENDUM NO(S). _____, IS/ARE HEREBY ACKNOWLEDGED.

This bid is based upon completing the work within hundred twenty (120) working days from the date of the Notice to Proceed. This is inclusive of Bid Schedule "B" (Additive Bid).

After opening bids, the City will contact the lowest responsive/responsible bidder and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. These signed documents will be included in the City Council report to award the contract at the City Council Meeting to the lowest monetary

bidder who will be determined by the Total Lump Sum Bid amount indicated above. Upon approval of the contract by City Council, the City will issue the "Notice to Proceed with Construction".

The City, however, reserves the right to add or subtract quantities or work based on the Unit Prices/Unit Lump Sums so indicated as its budgetary needs may allow in

| NUMBER & EXPIRATION DATE | #747612 Expire | s 03/30/20 | *************************************** | |
|------------------------------------|---|---|---|--|
| TYPE OF LICENSE | Class A | | | |
| I declare under penalty of perjury | that the foregol | ழ் is true and c | orrect. | |
| | Curtis Weltz Assistant Secr | | ACTOR'S | SIGNATURE |
| Dated this 21st_day of October | | , 2019. | | |
| SURETY COMPANY'S | arces 100 for any 100 feets in 110 are any 100 for any 100 feet and any 100 feet and any 100 feet and any 100 are | 3 300 CO TOT, \$44 444 (46 546 500 LOC 300 CO 30C 500 EQ \$56 500 500 500 500 500 500 500 500 500 5 | al act set too too ap aps aps 207.000 (e) (e) too too too | Star (60-34); pag (60) libit (40); star das sos sos star dias son ous sos (40) (40) (40) |
| SURETT COMPANTS | NAME | Please see att Insurance Info | | |
| | ADDRESS | | | |
| | CITY | STAT | E | ZIP CODE |
| | () | ······ | () | · |
| | PHONE | | FAX | |

| tificate verifies only the identity of the individual who signed the not the truthfulness, accuracy, or validity of that document. |
|--|
| } |
| |
| Maria L. Ruiz, Notary Public |
| Here Insert Name and Title of the Officer |
| Curtis Weltz |
| Name(s) of Signer(s) |
| ory evidence to be the person(s) whose name(s) is/are nowledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument 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. |
| Signature of Notary Public |
| ΔΩΤΙΔΙΙΔΙ |
| OPTIONAL this information can deter alteration of the document or this form to an unintended document. |
| e Document Date: Than Named Above: |
| Signer's Name: Corporate Officer — Title(s): Partner — Limited General Individual Attorney in Fact Trustee Guardian or Conservator Other: Signer Is Representing: |
| |



License #747612

135 S. State College Blvd., Suite #400 Brea, CA 92821 Phone (714) 578-9600

The Following are the names, addresses, and telephone numbers for all brokers and sureties from whom Bidder intends to produce insurance and bonds:

Agent for Surety:

Willis Towers Watson Insurance Services 18101 Von Karman Avenue Suite #600 Irvine, CA 92612-14041 Phone 949/885-1206 FAX 949/885-1225 Contact: Victoria Campbell

Surety:

Willis Towers Watson Insurance Services 8044 Montgomery Road Suite #137 Cincinnati, OH 45236 Phone 513/984-2222 X 321 FAX 513/984-3165 Contact: Kelley Brown

Suretv:

Fidelity and Deposit Co. of Maryland One Upper Road, Building E/F Parsipanny, NJ 07054 Phone 973/394-5117 FAX 973/394-5157 Contact: Chris Celentano Mgr

Insurance:

Liberty Mutual Group 1133 Avenue of America New York, NY 10036 Phone 800/227-9887 Ext 443 FAX 212/391-1954

insurance:

Marsh USA 445 South Street Suite 210 Morristown, NJ 07962 Phone 973/401-5151 FAX 973/401-5045 Contact: Anton Schmitt

DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Inglewood cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, each bidder shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the prime contractor's total bid, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor in this bid.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total bid, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

No prime contractor whose bid is accepted shall (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by any one other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which his/her original bid did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding \$25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

LIST OF SUBCONTRACTORS

(heani ee2)

Bidder's List of subcontractor

As of March 1, 2015 Contractors (and sub-contractors) wishing to bid on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at: https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000

| Subcontractor Name and | Line Item # & | Subcontract | Percentage of Bid Item Subcontracted | Contractor License Number |
|-----------------------------|------------------------------|-------------|--------------------------------------|---------------------------|
| Location | Description | Amount | | DIR Reg Number |
| Name: Tree Snith Ent. | 6 | 22,450. | 20 | 802705 |
| City, State Anahaim A | Tree Remaral | 100,700. | | 100001838 |
| Name: CL Survey | U | | <i>4.</i> ** | LS 8231 |
| City, State | | 42,825. | 90 | 1 000007166 |
| COTONO of | Survey | | | 10000 1166 |
| Name: Ace Fence 6 | 15 | | | 996577 |
| City, State | , , | 17,200. | 9 <i>0</i> | 4.00 |
| La Prente | Constituted Pipe Handrail | | | 1000004092 |
| Name FBS Utilities | 26 | 20 -00/ | | 9327984 |
| City, State | 1 | 41,075,1 | 73 | |
| Corona CA | Adjust Utilities | | | 1000004286 |
| Name: CTI City, State | 29 | a(0) (| 90 | 991122 |
| Riverside A | Striping & Signing | 86,925,7 | | 1000011750 |
| Name: Smithson Electric | 70 | 32,550. | 40 | 614518 |
| City, State Olange U | loops | ارمین امین | | 1000001610 |



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In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total Base Bid or \$10,000

| Subcontractor Name and | Line Item # & | Subcontract | Percentage of Bid Item Subcontracted | Contractor License Number |
|---|--------------------------------|-------------|--------------------------------------|---------------------------|
| Location | Description | Amount | | DIR Reg Number |
| Name: KAfo LandScape City, State Fanfain Valley | 20,21,22,23,24,25 Landscapa | (EU) | 90 | 806122 1000000 86 |
| Fantain Valley CA | Landscapa | 289750. | | 1000000 86 |
| Name: | | | | |
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| Name: | | | | |
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| Name: | | | | |
| City, State | | | | |
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| Subcontractor Name and | Line Item # & Subcontract | | Percentage of Bid Item Subcontracted | Contractor License Number | | |
|---|---------------------------|---|--------------------------------------|---------------------------|--|--|
| Location | Description | Amount | | DIR Reg Number | | |
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| Subcontractor Name and | intractor Name and Line Item # & Subcontract Percentage of Bid Item Subcontracted | | Contractor License Number | |
|------------------------|---|---|---------------------------|----------------|
| Location | Description | Amount | | DIR Reg Number |
| Name: | | | | |
| City, State | | | | |
| Name: | | | | |
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|------------------------|---------------|---|--------------------------------------|---------------------------|
| Location | Description | Amount | | DIR Reg Number |
| Name: | | | | |
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| Subcontractor Name and Location | Line Item # & Description | Subcontract Amount | Percentage of Bid Item Subcontracted | Contractor License Number |
|------------------------------------|--|-----------------------|--------------------------------------|---------------------------|
| | | | | DIR Reg Number |
| Name: | | | | |
| City, State | | | | |
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| | | | | |
| Name: | | | | |
| City, State | | | | |
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| Name: | | | | |
| City, State | | | | |
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<u>REFERENCES</u>

The following are the names, addresses and telephone numbers for three public agencies for which BIDDER has performed similar work within the past 2 years:

| 1. | Please see attached Re | Please see attached References and Projects | | | | | | |
|---|---|---|--|--|--|--|--|--|
| , , | Name and Address of Owner | | | | | | | |
| | Name and telephone number of person familiar with project | | | | | | | |
| | Contract amount | Type of work | Date completed | | | | | |
| 2. | Name and Address of Owner | | | | | | | |
| | Name and telephone number of person familiar with project | | | | | | | |
| | Contract amount | Type of work | Date completed | | | | | |
| 3. | Name and Address of Owner | | | | | | | |
| | Name and telephone nur | nber of person familiar with proje | ect | | | | | |
| | Contract amount | Type of work | Date completed | | | | | |
| | | addresses, and telephone num ends to procure insurance and t | | | | | | |
| Plea | ise see attached Surety/Ins | urance Information Sheet | | | | | | |
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License #747612 135 S. State College Blvd., Suite #400 Brea, CA 92821 Phone (714) 578-9600

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Surety:

Willis Towers Watson Insurance Services 8044 Montgomery Road Suite #137 Cincinnati, OH 45236 Phone 513/984-2222 X 321 FAX 513/984-3165 Contact: Kelley Brown

Surety:

Fidelity and Deposit Co. of Maryland One Upper Road, Building E/F Parsipanny, NJ 07054 Phone 973/394-5117 FAX 973/394-5157 Contact: Chris Celentano Mgr

Insurance:

Liberty Mutual Group 1133 Avenue of America New York, NY 10036 Phone 800/227-9887 Ext 443 FAX 212/391-1954

Insurance:

Marsh USA
445 South Street Suite 210
Morristown, NJ 07962
Phone 973/401-5151
FAX 973/401-5045
Contact: Anton Schmitt



LIST OF REFERENCES

City of Fontana Fontana, CA Mario Estrada, Asst. City Engineer 909-350-7696 kraascn@fontana.org

C. J. Segerstrom / South Coast Plaza Costa Mesa, CA Grant Wilson, Project Manager 714-546-0110

City of Baldwin Park – Engr. Division Baldwin Park, CA Arjan Idnani, Engineering Manager 626-960-4011 Ext. 254

LA Arena Company Staples Center – Los Angeles, CA Don Berges, Construction Manager 213-742-7873

City of Fullerton
Fullerton, CA
George Lin, Project Engineer
714-738-6845 graffiti@cityoffullerton.com

The Irvine Company
Newport Beach, CA
Peggy Kloos, Sr. Director/Construction
949-720-2000

Irvine Community Development Company Newport Beach, CA Bill Martin, Vice President/Construction 949-734-800

Town of Apple Valley Apple Valley, CA Richard Pederson, Town Engineer 760-240-7000 Los Angeles County Dept. of Public Works Alhambra, CA Issa Adawiya, Resident Engineer 626-458-5100

CNC Engineering
City of Industry, CA
John Ballas, City Engineer
626-333-0336 gperez@cc-eng.com

Fox Studios Operations Beverly Hills, CA William Murphy, V.P. of Facilities 310-369-3794

BNSF Railroad Commerce Hansen-Wilson Roy Rogers, Construction Manager 323-267-4186

Caltrans
Department of Transportation
Ray Stokes, Regional Engineer
909-275-0211

Cal State Long Beach Foundation Long Beach, CA Mo Tidemanis, Director 562-985-8489

City of Rancho Cucamonga Rancho Cucamonga, CA Cindy Hackett, Associate Engineer 909-477-2740

City of Hesperia – Public Works Dept. Hesperia, CA Mike Podegradz, City Manager 760-947-1000

City of Barstow Barstow, CA Mike Stewart, City Engineer 760-255-5154

Undated 2019



Project Name/Number:

STREET REHABILITATION & WATER MAIN UPGRADE PROJECT / 10202412

Start and Finish Dates:

6/25/18 - 9/28/18

Project Description:

TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL, CRACK SEAL

Agency Name:

CITY OF LYNWOOD

Contact Person:

SALVADOR MENDEZ

Telephone: 310-603-0220

Original Contract Amount:

\$1.671.000

Final Contract Amount: \$1,892,124

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

BIRCH STREET REHABILITATION / 10202367

Start and Finish Dates:

7/25/18 - 11/9/18

Project Description:

TRAFFIC CONTROL, CONCRETE, ASPHALT, WATERLINE, COLD MILL

Agency Name:

CITY OF LYNWOOD

Contact Person:

SALVADOR MENDEZ

Telephone: 310-603-0220

Original Contract Amount:

\$1,189,000

Final Contract Amount: \$1,639,460

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

FY 17/18 MISCELLANEOUS STREET REPAIRS / 10201035

Start and Finish Dates:

6/18/18 - 8/10/18

Project Description:

REMOVALS, ASPHALT, CONCRETE, TRAFFIC CONTROL, MOB, COLD PLANE

Agency Name:

CITY OF PALOS VERDES ESTATES

Contact Person:

KEN RUKAVINA, PE

Telephone: 310-378-0383

Original Contract Amount:

\$387.392

Final Contract Amount: \$377,503

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

T&M WORK - ROUTE 1 - PAVEMENT FAILURE / 10200926

Start and Finish Dates:

3/26/18 - 5/10/18

Project Description:

REMOVE THE STRUCTURAL SECTION, FILL THE VOID, COMPACT SOIL

Agency Name:

STATE OF CALIFORNIA, DEPARTMENT OF TRANSPORTATION

(CALTRANS)

Contact Person:

MARK MORRIS

Telephone: 916-227-6299

Original Contract Amount:

\$300,000

Final Contract Amount: \$101.525



Project Name/Number:

FY 2017 - 2018 St. Improvement Project / 10199734

Start and Finish Dates:

2/26/18 - 3/7/18

Project Description:

AC GRIND & OVERLAY, EARTHWORK, TRAFFIC CONTROL, MOB, LIME TREATMENT

Agency Name:

CITY OF HESPERIA

Contact Person:

JAMIE CARONE

Telephone: 760-947-1449

Original Contract Amount:

\$1,722,660.00

Final Contract Amount: \$1,879,497

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

LOCAL/RESIDENTIAL STREET IMPROVEMENT PROJECT (PHASE VIII) / 10199482

Start and Finish Dates:

3/27/18 - 5/16/18

Project Description:

AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, CRACKFILLING, LOOPS

Agency Name:

CITY OF BURBANK

Contact Person:

OMAR MOHEIZE

Telephone: 818-238-5850

Original Contract Amount:

\$3,499,173

Final Contract Amount:

\$3,661,493

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

ARROW BLVD AND FONTANA AVENUE SAFE ROUTES TO SCHOOL / 10198414

Start and Finish Dates:

1/2/18 - 5/15/18

Project Description:

REMOVALS, AC GRIND & OVERLAY, EARTHWORK, TREE REMOVAL, PCC IMPR.

Agency Name:

CITY OF FONTANA

Contact Person:

RICHARD OAXACA

Telephone: 909-350-76-10

Original Contract Amount:

\$982,000

Final Contract Amount: \$1,045,659

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

JOB ORDER CONTRACT FOR PAVEMENT MAINT., FY 2017-18 / 10198348

Start and Finish Dates:

4/30/18 - 4/30/19

Project Description:

MISCELLANEOUS CONSTRUCTION THROUGHOUT ORANGE COUNTY

Agency Name:

COUNTY OF ORANGE

Contact Person:

STEVE CLAYTON

Telephone: 714-667-8800

Original Contract Amount:

\$4,656,000

Change in contract amount is due to items of work being added/deleted by agency

Final Contract Amount: \$800,927

Undated February 2019



Project Name/Number:

FLORENCE METRO BLUE LINE STATION BIKEWAY ACCESS IMPR. / 10197845

Start and Finish Dates:

1/29/18 - 4/8/18

Project Description:

AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EARTHWORK, STRIPING

Agency Name:

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS (LACDPW)

Contact Person:

ALI DANA

Telephone: 626-458-3144

Original Contract Amount:

\$1,049,589

Final Contract Amount: \$1,158,441

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

LOCAL STREET AND CITY PARK IMPROVEMENT PROJECT / 10197735

Start and Finish Dates:

1/8/18 - 3/15/18

Project Description:

AC GRIND & OVERLAY, REMOVALS, CONCRETE IMPROVEMENTS, LANDSCAPE

Agency Name:

CITY OF LA PUENTE

Contact Person:

ADEL FREIJ - WILDAN

Telephone: 562-364-8486

Original Contract Amount:

\$758,173.00

Final Contract Amount: \$758,032

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

POLK STREET RESURFACING PROJECT- 58TH AVENUE TO AIRPORT / 10197698

Start and Finish Dates:

1/16/18 - 2/16/18

Project Description:

AC GRIND & OVERLAY, PULVERIZATION, EARTHWORK, AGGREGATE, STRIPING

Agency Name:

COUNTY OF RIVERSIDE

Contact Person:

JOEL JIMENEZ

Telephone: 951-955-6780

Original Contract Amount:

\$788,762

Final Contract Amount: \$660,553

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

ANZA AVENUE REHABILITATION (190TH TO DEL AMO), I-144 / 10197224

Start and Finish Dates:

1/2/18 - 4/30/18

Project Description:

AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, TRAFFIC CONTROL

Agency Name:

CITY OF TORRANCE

Contact Person:

SHIN FURUKAWA

Telephone: 310-328-5310

Original Contract Amount:

\$1,267,000

Final Contract Amount: \$1,009,508



Project Name/Number: PEARBLOSSOM HWY WATER MAIN RELOCATION 12187 ST EAST / 10197174

Start and Finish Dates: 12/26/17 - 4/26/18

Project Description: TRAFFIC CONTROL, AC, REMOVE & REPLACE WATERLINE, ASBESTOS REMOVAL

Agency Name: LOS ANGELES WATERWORKS DISTRICT (LACDPW)

Contact Person: LAURA SMITH Telephone: 626-458-3114

Original Contract Amount: \$2,943,000 Final Contract Amount: \$3,016,282

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: UCI COOLING TOWER RECYCLED WATER CONVERSION PIPELINE / 10196627

Start and Finish Dates: 10/25/17 – 3/25/18

Project Description: MOBILIZATION, TRAFFIC CONTROL, UNDERGROUND, COLD MILL, AC, SLURRY

Agency Name: IRVINE RANCHE WATER DISTRICT

Contact Person: HARRY CHO Telephone: 949-453-5300

Original Contract Amount: \$1,117,500 Final Contract Amount: \$1,586,637

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number: STREET RECONSTRUCTION PROJECT / 10196509

Start and Finish Dates: 10/23/17 - 12/8/17

Project Description: AC GRIND & OVERLAY, EXCAVATION, AGGREGATE BASE, CONCRETE, IMPR.

Agency Name: CITY OF EI MONTE

Contact Person: JIM GEYER Telephone: 626-580-2058

Original Contract Amount: \$1,199,000 Final Contract Amount: \$1,202,924 Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number: DOWNTOWN PEDESTRIAN ACCESS IMPR, AT HUNTINGTON / 10196168

Start and Finish Dates: 12/4/17 – 1/4/18

Project Description: EXCAVATION, BASE, AC, PCC, SURVEY, LANDSCAPE, MASONRY, ELECTRICAL

Agency Name: CITY OF ARCADIA

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Contact Person: KEVIN MERRILL Telephone: 626-574-5400

Original Contract Amount: \$182,748 Final Contract Amount: \$201,023



Project Name/Number:

UNINCORPORATED COMMUNITY OF CHARTER OAK / 10196167

Start and Finish Dates:

11/13/17 - 2/28/18

Project Description:

EXCAVATION, AGGREGATE BASE, CONCRETE, AC PAVING, TRAFFIC CONTROL

Agency Name:

LACDPW

Contact Person:

ANOUSH HOVSEPIANS

Telephone: 626-458-3114

Original Contract Amount:

\$1,172,333

Final Contract Amount: \$1,129,637

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

JOHN WAYNE AIRPORT TERMINAL C TAXI STAGING AREA / 10194789

Start and Finish Dates:

11/6/17 - 3/6/18

Project Description:

DEMOLITION, CONCRETE IMPROVEMENTS, MOBILIZATION, TRAFFIC

Agency Name:

COUNTY OF ORANGE

Contact Person:

KORY HARIRI

Telephone: 949-252-5171

Original Contract Amount:

\$543,000

Final Contract Amount: \$458,500

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

RESIDENTIAL STREET REHAB PROJECT PH. I AREA 7 PCC / 10194501

Start and Finish Dates:

8/8/17 - 10/13/17

Project Description:

TRAFFIC CONTROL, PCC, AC, COLD PLANE, ADJUSTMENTS, CRACKSEAL

Agency Name:

CITY OF RANCHO PALOS VERDES

Contact Person:

NATALIE CHAN

Telephone: 310-544-5289

Original Contract Amount:

\$1,419,331

Final Contract Amount: \$1,976,934

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

RANCHERO ROAD REHAB & MAIN ST. MEDIAN PROJECT / 10194432

Start and Finish Dates:

7/24/17 - 9/22/17

Project Description:

EXCAVATION, AC, CONCRETE, BASE, COLD PLANE, STRIPING, ADJUSTMENTS

Agency Name:

CITY OF HESPERIA

Contact Person:

TINA SOUZA

Telephone: 760-947-1474

Original Contract Amount:

\$487,450

Final Contract Amount: \$487,030

Change in contract amount is due to items of work being added/deleted by agency

Undated February 2019



Project Name/Number:

MONROVIA RENEWAL - NORTHWEST AREA INFRASTRUCTURE / 10194317

Start and Finish Dates:

8/20/17 - 5/31/18

Project Description:

PULVERIZATION, EXCAVATION, AC PAVING, CONCRETE, SEWER, ADJUSTING

Agency Name:

CITY OF MONROVIA

Contact Person:

JIM MERRILL

Telephone: 626-932-5575

Original Contract Amount:

\$7,398,739

Final Contract Amount: \$8,514,561

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

DIVISION DR. & SUGARPINE RD / 10193679

Start and Finish Dates:

8/4/17 - 9/30/17

Project Description:

AC, GRADING, REMOVALS, PULVERIZATION, ADJUSTING UTILITIES

Agency Name:

COUNTY OF SAN BERNARDING DEPT. PUBLIC WORKS

Contact Person:

HAILE FORD

Telephone: 909-387-7920

Original Contract Amount:

\$668,400

Final Contract Amount: \$667,886

Change in contract amount is due to items of work being added/deleted by agency

Project Name/Number:

LUNA RD / 10193678

Start and Finish Dates:

8/4/17 - 10/13/17

Project Description:

REMOVALS, PULVERIZATION, EXCAVATION, CEMENT TREAT, EARTHWORK

Agency Name:

COUNTY OF SAN BERNARDING DEPT. PUBLIC WORKS

Contact Person:

HAILE FORD

Telephone: 909-387-7920

Original Contract Amount:

\$2,022,000

Final Contract Amount: \$2,007,995

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

LOS ANGELES AVE, WIDENING / 10192625

Start and Finish Dates:

7/5/17 - 9/22/17

Project Description:

AC, PCC IMPROVEMENTS, REMOVALS, TRAFFIC CONTROL, UNDERGROUND

Agency Name:

CITY OF SIMI VALLEY

Contact Person:

SARAH SHESHEBOR

Telephone: 805-583-6792

Original Contract Amount:

\$248.946

Final Contract Amount: \$258,537



Project Name/Number:

ARROYO SECO PEDESTRIAN AND BICYCLE TRAIL PROJECT / 10192407

Start and Finish Dates:

7/24/17 - 1/31/18

Project Description:

REMOVALS, EARTHWORK, PCC, PETROMAT, AC, LANDSCAPE, ELECTRICAL

Agency Name:

CITY OF SOUTH PASADENA

Contact Person:

RAFAEL CASILLAS

Telephone: 626-403-7240

Original Contract Amount:

\$2,086,255

Final Contract Amount: \$1,975,575

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

2017 PAVEMENT REHAB PROJECT, PS-005 & CULVER WEST / 10189586

Start and Finish Dates:

6/5/17 - 9/5/17

Project Description:

AC GRIND & OVERLAY, CONCRETE IMPROVEMENTS, EXCAVATION

Agency Name:

CITY OF CULVER CITY

Contact Person:

HONG WANG

Telephone: 310-353-5600

Original Contract Amount:

Final Contract Amount: \$2,301,205

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

McCADDEN PLACE - BEVERLY BOULEVARD TO 340 STREET / 10189026

Start and Finish Dates:

8/7/17 - 1/28/18

Project Description:

EXCAVATION, CONCRETE IMPROVEMENTS, ALLOWANCES, LANDSCAPE

Agency Name:

CITY OF LOS ANGELES

Contact Person:

RALPH SHOVLIN

Telephone: 213-978-0262

Original Contract Amount:

\$496,000

Final Contract Amount: \$408,306

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

MAGNOLIA AVE. & RAMONA DR. WATER DISTRIBUTION MAIN / 10188799

Start and Finish Dates:

5/9/17 - 11/1/17

Project Description:

ASPHALT, CONCRETE, WATER, LOOPS, STRIPING, ADJUSTMENTS

Agency Name:

CITY OF RIVERSIDE

Contact Person:

FERNANDO ROMERO

Telephone: 951-826-5311

Original Contract Amount:

\$1,984,777

Final Contract Amount: \$1,971,695



Project Name/Number:

TRAFFIC SIGNAL IMPR. ON SANTA MONICA BLVD / 10188768

Start and Finish Dates:

7/1/17 - 10/6/17

Project Description:

SURVEY, EXCAVATION, TRAFFIC CONTROL, CONCRETE, SWPPP, ELECTRICAL

Agency Name:

CITY OF WEST HOLLYWOOD

Contact Person:

SHARON PERLSTEIN

Telephone: NUMBER

Original Contract Amount:

\$1,170,439

Final Contract Amount: \$1,291,399

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

2016-17 STREET REHABILITATION PROGRAM / 10188741

Start and Finish Dates:

5/20/17 - 7/1/17

Project Description:

TRAFFIC CONTROL, SWPPP, COLD MILL, ARHM, AC, BASE, DEMO, PCC, ADJUSTING

Agency Name:

CITY OF SIERRA MADRE

Contact Person:

CHRIS CIMINO

Telephone: 626-355-7135

Original Contract Amount:

\$449,196

Final Contract Amount: \$570,294

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

STREET & LANDSCAPE IMPR. ON CARSON STREET / 10188501

Start and Finish Dates:

7/1/17 - 12/31/17

Project Description:

REMOVALS, AC, IMPORT, TRAFFIC CONTROL, SITE FURNISHINGS, MASONRY

Agency Name:

CITY OF HAWAIIAN GARDENS

Contact Person:

ISMILE NOORBAKSH

Telephone: 562-420-2641

Original Contract Amount:

\$2,620,118

Final Contract Amount: \$2,702,025

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

ASPHALT PAVING & PULVERIZING HAIWEE PP SOUTH ACCESS RD / 10188291

Start and Finish Dates:

6/14/17 - 81/17

Project Description:

AC PAVING, GRADING, PULVERIZATION, MOBILIZATION

Agency Name:

LACDPW

Contact Person:

ISABEL DE VERA

Telephone: 213-367-4309

Original Contract Amount:

Hadatad Enhances 2010

\$132,321

Final Contract Amount: \$124,673



Project Name/Number:

6TH STREET BICYCLE BOULEVARD PROJECT / 10188038

Start and Finish Dates:

7/5/17 - 11/30/17

Project Description:

EXCAVATION, AC GRIND AND OVERLAY, PCC IMPROVEMENTS, UNDERGROUND

Agency Name:

CITY OF LONG BEACH

Contact Person:

STEVE TWEED

Telephone: 562-570-5161

Original Contract Amount:

\$821,000

Final Contract Amount: \$1,027,181

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

FY 2016-17 CDBG STREET IMPROVEMENTS / 10187953

Start and Finish Dates:

2/20/17 - 2/21/18

Project Description:

REMOVALS, FULL DEPTH RECLAMATION, AC PAVING, GRADING, SLURRY SEAL

Agency Name:

CITY OF HESPERIA

Contact Person:

DAVID BURKETT

Telephone: 760-947-1202

Original Contract Amount:

\$ 1,417,999.60

Final Contract Amount: \$1,417,999

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

EMERGENCY GRIND AND OVERLAY / 10187603

Start and Finish Dates:

1/14/17 - 1/20/117

Project Description:

GRIND AND OVERLAY

Agency Name:

CITY OF VERNON

Contact Person:

V. RODRIGUEZ

Telephone: 323-583-88111

Original Contract Amount:

\$100,000

Final Contract Amount: \$100,000

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

CONSTRUCTION ON ST.HWY ROUTE 18 IN S.B.COUNTY / 10187599

Start and Finish Dates:

4/1/17 - 6/23/17

Project Description:

UNDERGROUND, PCC IMPROVEMENTS, AC PAVING, STRIPING, SIGNAGE

STRUCTURES W/REBAR

Agency Name:

CALTRANS

Contact Person:

MOHSEN PARVINJAH

Telephone: 916-227-6299

Original Contract Amount:

\$1,076,000

Final Contract Amount: \$1,059,906



Project Name/Number:

MARINE PARK IRRIGATION RETROFIT PROJECT / 10187204

Start and Finish Dates:

5/15/17 - 12/31/17

Project Description:

SURVEY, REMOVALS, WATER LINE, PCC, AC, LANDSCAPE, IRRIGATION, ELECTRIC

Agency Name:

CITY OF SANTA MONICA

Contact Person:

CARLOS ROSALES

Telephone: 310-458-8721

Original Contract Amount:

\$2,065,100

Final Contract Amount: \$2,151,556

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

FY 2015-2016 PAVEMENT REHABILITATION PROGRAM / 10186801

Start and Finish Dates:

12/16/16 - 12/16/19

Project Description:

COLD MILL, EXCAVATION, AC, PCC, CRACK TREATMENT, SURVEY

Agency Name:

CITY OF EL MONTE

Contact Person:

NADEEM SYED

Telephone: 626-580-2058

Original Contract Amount:

\$1,180,092

Final Contract Amount: \$2,029,332

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

CARSON STREET AND NORWALK BOULEVARD IMPROVEMENTS / 10186780

Start and Finish Dates:

5/1/17 - 6/1/17

Project Description:

AC, DEMO, PCC, TRAFFIC CONTROL, MISCELLANEOUS FURNISHINGS

Agency Name:

CITY OF HAWAIIAN GARDENS

Contact Person:

ISHMILE NOORBAKSH

Telephone: 562-420-2641

Original Contract Amount:

\$369,880

Final Contract Amount: \$369,880

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

DUARTE ROAD ARTERIAL REHABILITATION / 10186427

Start and Finish Dates:

1/15/17 - 3/30/17

Project Description:

AC GRIND & OVERLAY, EXCAVATION, CONCRETE, ELECTRICAL

Agency Name:

CITY OF ARCADIA

Contact Person:

TIM KELLECHER

Telephone: 626-574-5415

Original Contract Amount:

\$560,022

Final Contract Amount: \$532,009



Project Name/Number:

YUCCA LOMA ROAD STREET AND STRIPING IMPROVEMENTS / 10186361

Start and Finish Dates:

12/1/16 - 2/1/17

Project Description:

AC, BASE, PCC, GRADING, REMOVALS, UNDERGROUND, STRUCTURES

Agency Name:

TOWN OF APPLE VALLEY

Contact Person:

RICHARD PEDERSON

Telephone: 760-240-7000

Original Contract Amount:

\$389,000

Final Contract Amount: \$389,000

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

GOLD LINE STATION PEDESTRIAN AND BICYCLE IMPROVEMENTS / 10186191

Start and Finish Dates:

12/1/16 - 4/1/17

Project Description:

EARTHWORK, CONCRETE, ASPHALT PAVING, MOB, TRAFFIC CONTROL

Agency Name:

CITY OF DUARTE

Contact Person:

RAFAEL CASILLAS

Telephone: 626-357-7931

Original Contract Amount:

\$1,674,357

Final Contract Amount: \$1,730,380

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

STREET SLURRY SEAL PROJECT 2016/2017 IN VARIOUS STREETS / 10186075

Start and Finish Dates:

11/28/16 - 2/15/17

Project Description:

EXCAVATION, BASE, AC, PCC, SLURRY STRIPING

Agency Name:

CITY OF BELL

Contact Person:

ANGELA BUSTAMANTE

Telephone: 323-588-6211

Original Contract Amount:

\$462,000

Final Contract Amount: \$462,000

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

GAGE AVENUE IMPROVEMENTS FROM WILCOX AVENUE TO RIVER DR/ 10185788

Start and Finish Dates:

10/19/16 - 12/2/16

Project Description:

TRAFFIC CONTROL, CLEARING & GRUBBING, CMB, ARHM, STRIPING

Agency Name:

CITY OF BELL

Contact Person:

DANI KIM

Telephone: 323-588-6211

Original Contract Amount:

\$ 671,000

Final Contract Amount: \$671,000

Change in contract amount is due to items of work being added/deleted by the agency.

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Project Name/Number:

ARROYO DRIVE AREA SEWER AND STREET IMPROVEMENTS / 10185389

Start and Finish Dates:

11/1/16 - 1/30/17

Project Description:

AC PAVING, PCC IMPROVEMENTS, UNDERGROUND, MANHOLES, EXCAVATION

Agency Name:

CITY OF FULLERTON

Contact Person:

DON HOPE

Telephone: 714-738-6300

Original Contract Amount:

\$874.000

Final Contract Amount: \$874,000

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

BEAR VALLEY ROAD RECONSTRUCTION (MARIPOSA TO AMARGOSA / 10185154

Start and Finish Dates:

10/15/16 - 12/16/16

Project Description:

COLD PLANE, EXCAVATION, BASE, CONCRETE, ASPHALT, TRAFFIC, STRUCTURES

Agency Name:

CITY OF VICTORVILLE

Contact Person:

BRUCE MILLER

Telephone: 760-955-5000

Original Contract Amount:

\$ 2,323,000

Final Contract Amount: \$2,307,860

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

MCDONNELL AVENUE, ET AL / 10185083

Start and Finish Dates:

12/1/16 - 12/1/16

Project Description:

MOB, DEMOLITION, EXCAVATION, CEMENT TREATED BASE, UNDERGROUND

Agency Name:

LACDPW

Contact Person:

TIM BAZINET

Telephone: 626-458-3144

Original Contract Amount:

\$3,076,035

Final Contract Amount: \$3,129,747

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING / 10185040

Start and Finish Dates:

12/1/16 - 3/31/17

Project Description:

EXCAVATION, AC, PCC, ADJUSTMENTS, SLURRY SEAL, STRIPING

Agency Name:

CITY OF SAN GABRIEL

Contact Person:

DAREN GRILLEY

Telephone: 626-308-2800

Original Contract Amount:

\$379,519

Final Contract Amount: \$699,171



Project Name/Number:

RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16/ 10184825

Start and Finish Dates:

10/3/16 - 1/15/17

Project Description:

RESIDENTIAL STREET REHABILITATION FY 14-15 & FY 15-16

Agency Name:

CITY OF LA HABRA

Contact Person:

EDDIE CHAN

Telephone: 562-383-4151

Original Contract Amount:

\$1,745,500

Final Contract Amount: \$1,745,500

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

MONROVIA RENEWAL - SOUTHWEST / SOUTHEAST AREA / 10184717

Start and Finish Dates:

10/3/16 - 1/15/17

Project Description:

EXCAVATION/DEMOLITION, AC GRIND AND OVERLAY, PULVERIZE, CAPE SEAL

Agency Name:

CITY OF MONROVIA

Contact Person:

JIM MERRILL

Telephone: 626-932-5575

Original Contract Amount:

\$4,940,000

Final Contract Amount: \$4,940,000

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

WASHINGTON BOULEVARD STREET IMPROVEMENTS - PHASE 2/ 10184671

Start and Finish Dates:

10/1/16 - 12/23/16

Project Description:

AC PAVING, CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL

Agency Name:

CITY OF MONTEBELLO

Contact Person:

SAMUEL KOURI

Telephone: 323-887-1460

Original Contract Amount:

\$824.690

Final Contract Amount: \$824,690

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

TEMPLE AVENUE IMPROVEMENTS / 10184162

Start and Finish Dates:

12/6/16 - 1/16/17

Project Description:

TRAFFIC CONTROL, DEMO, PCC, AC, LANDSCAPE, SLURRY SEAL

Agency Name:

CITY OF LA PUENTE

Contact Person:

ADEL FREIJ (WILDAN)

Telephone: 562-364-8486

Original Contract Amount:

\$524,751

Final Contract Amount: \$579,806



Project Name/Number:

CONSTRUCTION OF LIBERTY PARK ANNEX EXTERIOR IMPROVEMENTS / 10184161

Start and Finish Dates:

8/29/16 - 9/21/16

Project Description:

AC PAVING; CONCRETE IMPROVEMENTS, COLD MILL, ELECTRICAL

Agency Name:

CITY OF CERRITOS

Contact Person:

FREDDY BONILLA

Telephone: 562-860-0311

Original Contract Amount:

\$311,130

Final Contract Amount: \$311,130

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

2017 CITYWIDE STREET RESURFACING / 10183764

Start and Finish Dates:

8/29/1611/11/16

Project Description:

SURVEY, CONCRETE, UNDERGROUND, AC, COLD PLANE, FENCING

Agency Name:

CITY OF LA CANADA FLINTRIDGE

Contact Person:

GREG KWOCEK

Telephone: 818-790-8880

Original Contract Amount:

\$1,284,195

Final Contract Amount: \$1,284,195

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

ALAMO STREET WIDENING WEST OF GAGE AVENUE / 10183436

Start and Finish Dates:

8/15/16 - 10/14/16

Project Description:

DEMOLITION, CONCRETE IMPROVEMENTS, AC GRIND & OVERLAY

Agency Name:

CITY OF SIMI VALLEY

Contact Person:

SARAH SHESHEBOR

Telephone: 805-583-6786

Original Contract Amount:

\$288,629

Final Contract Amount: \$288,629

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

WILMINGTON AVENUE IMPROVEMENTS / 10183227

Start and Finish Dates:

9/12/16 - 12/16/16

Project Description:

COLD PLANE, AC, PCC, ADJUSTMENTS, ELECTRICAL, SURVEY

Agency Name:

CITY OF COMPTON

Contact Person:

JOHN STRICKLAND

Telephone: 310-605-5500

Original Contract Amount:

\$1,219,750

Final Contract Amount: \$1,146,489



Project Name/Number:

VALLEY VIEW UTILITY RELOCATION / 10182766

Start and Finish Dates:

7/18/16 - 8/31/16

Project Description:

TRAFFIC CONTROL, EROSION CONTROL, WATER LINE, SIDEWALK

Agency Name:

CITY OF CERRITOS

Contact Person:

FREDDY BONILLA

Telephone: 562-860-0311

Original Contract Amount:

\$379,000

Final Contract Amount: \$379,000

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

CHICO AVENUE FROM RUSH STREET TO SOUTH END OF STREET / 10182094

Start and Finish Dates:

7/11/16 - 9/2/16

Project Description:

COLD MILL, AC, GRADING, CONCRETE, ADJUST MANHOLES & VALVES

Agency Name:

CITY OF SOUTH EL MONTE

Contact Person:

ARJAN IDNADI

Telephone: 626-579-6540

Original Contract Amount:

\$299,210

Final Contract Amount: \$299,210

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

DESERT SHORES TOWNSITE ROADWAY IMPROVEMENT PROJECT / 10182072

Start and Finish Dates:

7/1/16 - 10/28/16

Project Description:

SHOULDER BACKING, ADJUST MANHOLES & VALVES, COLD PLANE, ARAM

Agency Name:

IMPERIAL COUNTY DEPARTMENT OF PUBLIC WORKS

Contact Person:

JENELL GUERRERO

Telephone: 442-265-1818

Original Contract Amount:

\$1,111,000

Final Contract Amount: \$1,111,000

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

INTERSECTION MODIFICATION AT WALNUT AVENUE AND ALAMITOS / 10180933

Start and Finish Dates:

10/1/16 - 5/1/17

Project Description:

EXCAVATION, AC GRIND & OVERLAY, CONCRETE, AGGREGATE BASE,

UNDERGROUND

Agency Name:

CITY OF LONG BEACH

Contact Person:

ERIC LOWE

Telephone: 562-570-5161

Original Contract Amount:

\$851,568

Final Contract Amount: \$2,036,000



Project Name/Number:

2015-16 ANNUAL OVERLAY PROJECT / 10180815

Start and Finish Dates:

6/27/16 - 9/16/16

Project Description:

COLD PLANE, GRADING, AC, CRACK SEAL, STRIPING, LOOPS

Agency Name:

CITY OF SANTA CLARITA

Contact Person:

FRANK LUJAN

Telephone: 661-255-4942

Original Contract Amount:

\$3,964,775

Final Contract Amount: \$3,964,775

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

BERYL STREET- FLAGLER TO 190TH DRAINAGE / 10180800

Start and Finish Dates:

6/13/16 - 10/1/16

Project Description:

EXCAVATION, BASE, AC, PCC, COLD PLANE, UNDERGROUND

Agency Name:

CITY OF REDONDO BEACH

Contact Person:

SAILA POTUKUCHI

Telephone: 310-372-1171

Original Contract Amount:

\$1,658,101

Final Contract Amount: \$1,658,101

Change in contract amount is due to items of work being added/deleted by agency.

Project Name/Number:

VALLEY BOULEVARD RECONSTRUCTION WITH PCC PAVEMENT / 10180528

Start and Finish Dates:

8/1/16 - 11/21/16

Project Description:

DEMO, GEOGRID, EXCAVATION, EARTHWORK, PCC, ADJUSTMENT

Agency Name:

CITY OF INDUSTRY

Contact Person:

GERRY PEREZ

Telephone: 626-333-0336

Original Contract Amount:

\$3,828,191

Final Contract Amount:

\$886,882

Change in contract amount is due to items of work being added/deleted by the agency.

Project Name/Number:

BEACH PARKING LOT 4S ACCESS IMPROVEMENTS AND PAVING / 10179877

Start and Finish Dates:

5/23/16 - 6/24/16

Project Description:

COLD MILL, CONCRETE, EXCAVATION, SITE FURNISHINGS, AC

Agency Name:

CITY OF SANTA MONICA

Contact Person:

ZACH POLLARD

Telephone: 310-458-8411

Original Contract Amount:

\$706,094

Final Contract Amount: \$706,094

Change in contract amount is due to items of work being added/deleted by the agency.

BID BOND (See insert)



BID BOND FOR PUBLIC WORK OF IMPROVEMENT

City of Inglewood One Manchester Boulevard Inglewood, California 90301

| Bid Number: | 3id No CB-19-15 | Project Number: |
|--|--|--|
| | f applicable) | Project Number: |
| Project Title: | Prairie Avenue Improve | nents Project |
| v | FY 2019-20 | ("Project") |
| Bond Number: | N/A | |
| KNOW ALL MET | NBY THESE PRES | ENTS, that we Sully-Miller Contracting Company |
| called the "Princin | al") and Liberty M | (Contractor) as Principal (hereinafter utual Insurance Company |
| in the penal sur which represents t the City for the Pro ourselves, our he severally, firmly b | n of Ten Percent of the en percent (10%) of pect, for the paymenirs, executors, admitted the accomplishments. The submitted the accomplishments of the accomplishments of the accomplishments. | the address above, (hereinafter called the "City") a total amount bid |
| consecutive calence in accordance with calendar day the P sufficient sureties and for the promp contract, or in the give such bonds, if days after the Ci Principal's bid and party to perform the | lar days thereafter to the bid as accepted rincipal shall give to for the faithful per bet payment of labo event of the failure the Principal shall gives request the days amount for which work covered by the the the amount for which work covered by the | cepts the Principal's bid, and if within ten (10) he Principal enters into the Contract with the City, and if by no later than said tenth (10) consecutive of the City the required surety bonds with good and formance and proper fulfillment of such contract, or and material furnished in connection with that of the Principal to enter into such contract and to pay to the City within ten (10) consecutive calendar difference between the amount specified in the chithe City may in good faith contract with another the bid, then the above obligation shall be void and n full force and effect. |
| mc.tr | | 3 - 45 - 73% - 70 |

Forfeiture of this bond shall not preclude the City from seeking any or all other remedies

provided by law to cover losses sustained as a result of the Principal's failure to do any of the foregoing, and this bond shall not be a limitation on the Principal's liability therefore.

Upon the City's request, the Surety will provide the City with all of the documents specified in subdivision (a) of California Code of Civil Procedure Section 995.660.

If the City is required to initiate legal proceedings to recover on this bond, it may also recover (in addition to any other relief to which it may be entitled) all reasonable costs and expenses incurred in connection with those legal proceedings, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees, even if such reasonable costs and expenses exceed the penal sum of this bond.

Any claims under this bond may be addressed to the Surety at the following address:

| Liberty Mutual Insurance 8044 Montgomery Road Cincinnati, OH 45236 | | |
|--|---------------------------------|------------------------------------|
| Attention: Robe | ri Santa | ** |
| Telephone No.: | (614) 987 _ 1274 | - |
| Fax No.: | (866-548)6645 - | nt. |
| E-mail Address: | Robert.santa@libertymutual.com | • |
| (Name and Address different from above | * | ervice of process in California if |
| Willis Towers Watson I | nsurance Services West, Inc. | <u>.</u> |
| 18101 Von Karman Ste | e., 600, Irvine, CA 92612 | ·- |
| | | |
| | | • |
| (Telephone Number California) | of Surety and agent or represer | tative for service of process in |
| 714-634-3311 Surety | 949-885-1200 Agent | vi |
| | | |
| | | * |

| instrum | IN WITNESS WHEREOF the at tent on October 16 , 2019 . | pove-bounded parties have executed this |
|--------------|---|--|
| "Prine | ipal" er Contracting Company | "Surety" Liberty Mutual Insurance Company |
| By: Name: | Curtis Wellz | By: Uvitoria M. Campbell Name: Victoria M. Campbell |
| Title: | Assistant Secretary | Title: Attorney-in-Fact |

Attach evidence (in the form of a Power of Attorney or some other evidence satisfactory to the City) that the Surety's signatory or signatories who have signed this bond on behalf of the Surety are authorized by the Surety to do so and to bind the Surety to the obligations set forth herein.

[NOTE: Contractor shall provide to the, before starting Work, a certificate from the clerk of the county that the certificate of authority has not been surrendered, revoked, canceled, annulled or suspended, or in the event it has, that renewed authority has been granted.]

THIS IS A REQUIRED FORM THAT CAN NOT BE ALTERED, MODIFIED OR CHANGED.

Surety companies executing bonds must possess a certificate of authority from the California Insurance Commissioner authorizing them to write surety insurance defined in California Insurance Code Section 105, and if the work or project is financed, in whole or in part, with federal, grant or loan funds, Surety's name must also appear on the U.S. Treasury Department's most current list (Circular 570 as amended).

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

| A notary public or other officer completing this certificate document to which this certificate is attached, and not the | ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document. |
|---|--|
| State of California) | |
| County of Orange) | |
| On 10/21/19 before me, | Maria I. Ruiz Notary Public |
| Date | Here Insert Name and Title of the Officer |
| | Curtis Weltz |
| personally appeared | Name(s) of Signer(s) |
| subscribed to the within instrument and acknowle | evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), sted, 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. |
| | Signature of Notary Public |
| Place Notary Seal Above | T(A) 16 |
| Though this section is optional, completing this | TIONAL information can deter alteration of the document or strong to an unintended document. |
| Description of Attached Document Title or Type of Document: <u>Bid Bond</u> Number of Pages: Signer(s) Other Tha | Document Date: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: Curtis Weltz Ճ Corporate Officer — Title(s): □ Partner — □ Limited □ General □ Indivídual □ Attorney in Fact □ Trustee □ Guardian or Conservator □ Other: Signer Is Representing: Sully-Miller Contracting Company | ☐ 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 document to which this certificate is attached, and not the | ate verifies only the identity of the individual who signed the ne truthfulness, accuracy, or validity of that document. |
|--|--|
| State of California) County of Orange) | |
| On <u>0CT 1 6 2019</u> before me, <u>L. Cle</u> | |
| Date | Here Insert Name and Title of the Officer |
| personally appeared Victoria M. Campbell | |
| · | Name(s) of Signer(s) |
| subscribed to the within instrument and acknowle | evidence to be the person(s) whose name(s) is/are ledged to me that he/she/they executed the same in is/her/their signature(s) on the instrument the person(s), sted, 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. |
| L. CLARK Notary Public - California | WITNESS my hand and official seal. |
| The Table Annual County State County | Signature 2 CLA |
| | Signature of Notary Public |
| Place Notary Seal Above | TIONAL |
| Though this section is optional, completing this | information can deter alteration of the document or form to an unintended document. |
| Description of Attached Document Title or Type of Document: | Document Date: OCT 1 6 2019 |
| Number of Pages: Signer(s) Other Tha | n Named Above: |
| Capacity(ies) Claimed by Signer(s) Signer's Name: | Signer's Name: |
| ☐ Corporate Officer — Title(s): | ☐ Corporate Officer — Title(s): |
| □ Partner — □ Limited □ General | ☐ Partner — ☐ Limited ☐ General |
| ☐ Individual | ☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator |
| ☐ Other: | ☐ Other: |
| Signer Is Representing: | Signer Is Representing: |
| | |



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.

> Liberty Mutual Insurance Company The Ohio Casualty Insurance Company West American Insurance Company

Certificate No: 8197935 - 024022

call EST on any business day

To com 1-610-8

POWER OF ATTORNEY

| KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty insurance Company is a corporation 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 Stale of Massachusetts, and West American Insurance Company is a corporation duly organi | zed |
| 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. Victoria h | 4 |
| Campbell, Stacy T. Eickhoff | |

| | | ~~~~ | | |
|-----------------------|----------------------------|-----------------------|------------------------|--|
| all of the city of | Irvine | state of | California | each individually if there be more than one named, its true and lawful attorney-in-fact to make |
| execute, seal, acknow | ledge and deliver, for and | d on its behalf as su | rety and as its act ar | nd deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance |
| of these presents and | shall be as binding upo | n the Companies a | s if they have been | duly signed by the president and attested by the secretary of the Companies in their own prope |
| 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 8th day of November



INS (I)

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

David M. Carey, Assistant Secretary

State of PENNSYLVANIA County of MONTGOMERY ss

On this 8th day of November , 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Onic Casualty 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 King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA

Notarial Spat Teresa Pastella, Notary Public Upper Merion Twp., Montgomery County My Commission Expires Merch 28, 2021 Member, Pennsylvania Association of Nataries

By: Lesea Pastella
Teresa Pastella, Notary Public

ifirm the validity of this Power of Attorney 832-8240 between 9:00 am and 4:30 pm This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of 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 familiations as the chairman or the president may prescribe. shall appoint such atterneys-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-infact 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, Renee C. Llewellyn, the undersigned, Assistant Secretary, 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 16th day of







Rense C. Llewellyn, Assistant Secretary

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a bid for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

| | Prairie Avenue | Improvemen | its Project | | |
|-------------------------|------------------|----------------|---|----------------|----------|
| | FY 2019-20 | | | | |
| | Bid No. CB-19- | 15 | | | |
| | | | | | |
| | (Fill in desc | ription of cor | ntract) | | |
| | Sully-Miller Co | ntracting Col | mpany | | |
| | С | ompany | | | |
| | Sully-Miller Cor | tracting Cor | npany | | |
| | (white | of Bidder | Curtis Weltz | , Assistant S | ecretary |
| | Signa | ure of Bidde | r | | |
| | 135 S. State Co | ollege Blvdl., | Suite #400 | | |
| | Busin | ess Address | | | |
| | Brea, CA 9282 | :1 | | | |
| | City | State | Zip Code | | |
| Subscribed and sworn to | before me this | day of | *************************************** | | , 2019 |
| | Please see atta | ched Notary | | | |
| | Notary Public in | and for the | County of | | |
| | ···· | | , . | State of Calif | ornia. |
| | My Commission | Expires | | , 20_ | |

CALIFORNIA JURAT WITH AFFIANT STATEMENT

e de la constante de la consta

GOVERNMENT CODE § 8202

| ☐ See Attached Document (Notary to cross out lin☐ See Statement Below (Lines 1-6 to be complete | |
|--|--|
| *************************************** | |
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| | |
| Signature of Document Signer No. 1 | Signature of Document Signer No. 2 (if any) |
| A notary public or other officer completing this certifical document to which this certificate is attached, and not the | te verifies only the identity of the individual who signed the e truthfulness, accuracy, or validity of that document. |
| State of California | Subscribed and swom to (or affirmed) before me |
| County of Orange | on this 21st day of October , 2019 , |
| | by Date Month Year |
| | (1) Curtis Weltz |
| | |
| | (and (2)), Name(s) of Signer(s) |
| MARIA L. RUIZ | ., - |
| Notary Public - California Orange County Commission # 2176005 | proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. |
| Commission # 2176005 My Comm. Excises Jan 5, 2021 | FAR CONICE |
| A COUNTY CHANGE AND A COUNTY OF THE COUNTY O | Signature HM |
| | Signature of Notary Public |
| Seal | |
| Place Notary Seal Above | TONAL |
| fraudulent reattachment of this | information can deter alteration of the document or form to an unintended document. |
| Description of Attached Document Non-Collusion Affidavit | San want Data |
| | Document Date: |
| Number of Pages: Signer(s) Other I han Nai | nea Above: |





State of California

Department of Industrial Relations

| SULLY-MILLER CONTRACTING COMPANY Update Public Works Active 07/01/19 06/30/20 | Flushess Name | Registrations: | Registration Fine | Submitted Dale | Status | Effective Date | Engainment |
|---|----------------------------------|----------------|-------------------|----------------|--------|----------------|----------------------------|
| | SULLY-MILLER CONTRACTING COMPANY | | Public Works | | Active | 07/01/d9 | (06/30/20) |



SULLY-MILLER CONTRACTING COMPANY

Detail:

Registration Number:

Status:

CSLB Number:

Legal Entity Type:

Mailing Address:

1000003664

Active 747612

Corporation

135 S STATE COLLEGE BLVD, SUITE 400

8REA

CA 92821

County:

Orange



135 S, State College Blvd., Suite #400 Brea, CA 92821 Phone (714) 578-9600 FAX (714) 578-9672 License #747612 A DIR#1000003664

Sully-Miller Contracting Company

License Certificate

I Certify under penalty of perjury under the laws of the State of California that the following is true and correct.

#747612

State Contractor's License No.

Curtis Weltz, Assistant Secretary



CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE



License Number 747612

Ensity CORP

BULLY - MILLER CONTRACTING COMPANY

Classification(s) A

Expression Date 03/31/2020

www.cslb.ca.gov



CERTIFICATE OF INCUMBENCY AND RESOLUTION

I, Anthony L. Martino, II, do hereby certify that I am the Secretary of Sully-Miller Contracting Company, a Delaware corporation, and that as such I have access to and custody of the corporate records and minute books of said corporation.

And I do hereby further certify that the following persons are duly elected officers of said corporation.

TITLE

Chairman Of The Board
President
Vice President, CFO, Treasurer
and Assistant Secretary
Vice President of Operations
Vice President
Secretary
Assistant Secretary

NAME

John Harrington John Harrington Christian Ransinangue

William Joseph Thomas Boyd Scott Bottomley Anthony L. Martino, II Curtis Weltz

I further certify that the following is a true and correct copy of a resolution duly adopted by the Board of Directors of said Company at a meeting held on December 6, 2018, and that this resolution has not been in any way rescinded, annulled, or revoked but the same is still in full force and effect:

"BID TENDERS: GENERAL

RESOLVED, that any officer of the Corporation be and they hereby are authorized in the name and on behalf of the Corporation, under its corporate seal or otherwise (i) to prepare proposals and bids for the supplying of construction materials and the performance by itself or in joint venture, of work of whatsoever nature in connection with the construction or paving of highways, roads and airports and in connection with earthworks and civil engineering projects of all kinds, together with all work incidental thereto, (ii) to execute and submit any and all such proposals and bids to any governmental authority, instrumentality, or agency of the United States, its several states, territories and possessions, including without limitation, any municipality or other political or corporate subdivision thereof, and to any corporation, partnership, sole proprietorship, or other business entity, (iii) in connection with any such submission, to deliver bid deposits or bonds as may be required and (iv) to execute and deliver definitive agreements binding the Corporation to perform work in accordance with any proposals and bids authorized hereby."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this 10th day of January 2019.

(SEAL)

Amhony L. Martino, II

Secretary

Sully-Miller Contracting Company 135 S. State College Blvd., Ste. 400

Brea, CA 92821



3 AGREEMENT NO.: 2 THIS AGREEMENT is made and entered into this day of 3 2019, by and between the CITY OF INGLEWOOD (hereinafter referred to as the "City"), a municipal corporation, located at One Manchester Boulevard, Inglewood, California 90301; 4 and SULLY-MILLER CONTRACTING COMPANY, (hereinafter referred to as the "Contractor") a Delaware corporation, with a corporate number of C2068266, duly organized and in good 6 7 standing in the State of California, with a license number of 747612 and a local place of 8 business located at 135 South State College Boulevard, Suite 400, Brea, California 92821. 9 RECITALS WHEREAS, the City is desirous of obtaining the services of a licensed contractor to 10 provide labor and materials for the completion of City's Prairie Avenue Improvements Project, 11 12 Fiscal Year 2019-20 Bid No.: CB-19-15, (hereinafter referred to as the "Project"); and 13 WHEREAS, the Contractor represents that it is validly registered with the California 14 Department of Industrial Relations as required by law with a PWC Registration Number of 15 1000003664; and WHEREAS, The Contractor represents that its listed subcontractor(s), if any, is in good 16 17 standing in the State of California and validly registered with the California Department of Industrial Relations as required by law; and 18 19 WHEREAS, the Contractor represents that it and its subcontractor(s), if any, will remain 20 validly licensed and registered, as required by California law, during the Term of this 21 Agreement; and 22 WHEREAS, the Contractor represents that it has the background, knowledge, experience and expertise to perform the obligations set forth in this Agreement; and 23NOW THEREFORE, the City and Contractor (hereinafter referred to collectively as the 24"Parties" and individually as "Party") hereto mutually agree as follows: 2526 ARTICLE 1 - INCORPORATION OF RECITALS 27All of the recitals are incorporated herein by reference.

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ARTICLE 2 - SCOPE OF SERVICES

The Contractor shall:

- 1. Perform City's Project, in a good, workmanlike, and timely manner and in accordance with Exhibit "A," Addendum "2," dated November 6, 2019; Exhibit "B," Addendum "1," dated November 5, 2019; Exhibit "C," the City's Request for Bid Bid No.: CB-19-15: "Prairie Avenue Improvements Project, Fiscal Year 2019-20;" and Exhibit "D," the Contractor's Proposal. Each Exhibit is incorporated herein by this reference as if set forth in full. In the event of ambiguity, conflict, or inconsistent language, the order of precedence shall be (in descending order):
 - a. Change orders and Amended Agreements (whichever occurs last);
 - b. This Agreement;
 - c. Exhibit "A;"
 - d. Exhibit "B:"
 - e. Exhibit "C:"
 - f, Exhibit "D."
- 2. Ensure that all work is done in a workmanlike and professional manner and in accordance with standard industry practices.
- 3. Agree to comply with, and be bound by all applicable federal, state, county, and local laws, rules, and regulations.
- 4. Ensure that all personnel engaged by the Contractor to perform the services contemplated by this Agreement shall be properly licensed.
- 5. Obtain, at its own expense, all necessary licenses, and permits, including but not limited to those required by the City of Inglewood, to perform the services contemplated by this Agreement.
- 6. Secure the payment of workers' compensation to its employees as provided in California *Labor Code Sections* 1860 and 3700 and agree, that pursuant to California *Labor Code Section* 1810, that eight (8) hours' labor constitutes a legal day's work.
 - 7. Correct all defects detected in workmanship and materials and agree that all

defects shall be corrected at the expense of the Contractor and approved by the Public Works

Director or his designee. No payment shall be made to the Contractor until corrections are

completed and approved

- 8. Agree that should disputes arise respecting the true value of any work done, of any work omitted, or any extra work, which the Contractor may be required to do, or respecting the size of payment to the Contractor during the performance of this contract, such dispute shall be initially decided by the Director of Public Works.
- 9. Abide by California *Public Contract Code Section* 7104 and California *Labor Code Section* 6705 whenever such Codes are relevant.
- Section 1777.5 relating to employment by the Contractor and all subcontractors under it, of journeymen, or apprentices, or workmen in any apprentice craft or trade. The Contractor specifically agrees to comply with the applicable provisions of California *Labor Code* Section 1770 through and including Section 1776 relating to compliance monitoring and enforcement, payment of prevailing wages to all workmen employed in the performance of the services contemplated by this Agreement by the Contractor and all subcontractors under it and to keep and maintain accurate certified payment records.
- 11. Agree that any digging of trenches or other excavations that extend deeper than four (4) feet below the surface, then the Contractor shall:
 - a. Promptly, and before the following conditions are disturbed, notify the City, in writing, of any:
 - i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - ii. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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- iii. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.
- 12. Agree that, in the event a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Agreement, but shall proceed with all work to be performed under the Agreement. The Contractor shall retain any and all rights provided by this Agreement first and then by relevant law which pertain to the resolution of disputes and protests between the Parties.
- 13. Agree that statutory provisions for penalties for failure to pay prevailing wages will be enforced and that the statutory provisions for penalties for failure to comply with the state's wage and hour laws will be enforced.
- 14. Provide a written guarantee of workmanship and safety to the Public Works Director or his designee. No payment shall be made to the Contractor without said written guarantee.

ARTICLE 3 - CITY'S DUTIES

The City hereby promises to provide all access, data, records, and documents reasonably within its possession or control as are necessary for the Contractor to perform the services contemplated by this Agreement.

ARTICLE 4 - TERM

Time is of the essence with respect to all time limits set forth in this Agreement. The Contractor shall diligently prosecute the Work to Substantial Completion within one hundred and twenty (120) Working Days after the date specified in the City's Notice to Proceed. The term of this Agreement shall run from the date first written above until the final acceptance of all work by the City.

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ARTICLE 5 - COMPENSATION

- 1. The Contractor shall be paid, pursuant to the hourly rate in Exhibit "D," a notto-exceed amount of two million nine hundred and sixty-two thousand dollars (\$2,962,000) for the services contemplated by this Agreement and faithfully performed, plus a not-to-exceed ten percent (10%) contingency of two hundred ninety-six thousand two hundred dollars (\$296,200) for a total not-to-exceed amount of three million two hundred and fifty-eight thousand two hundred dollars (\$3,258,200).
- 2. The Contractor shall invoice, from the date of NTP, the City every thirty (30) days for services contemplated hereunder and which have been completed within that thirty (30) day period.
- 3. The Contractor shall invoice the City within ten (10) working days after the completion of the project. The City shall pay the Contractor in the ordinary course of the City business, and agrees that it will use its best efforts to avoid all unnecessary delays in processing the Contractor's invoices.
- 4. The Contractor agrees that, should work be performed outside the scope of services without the prior written approval of the City, such work shall be deemed a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim against the City for reimbursement.

ARTICLE 6 - TERMINATION

1. Without limitation to any of the City's other rights or remedies at law or in equity, and reserving to itself all rights to losses related thereto, the City shall have the right to terminate or suspend this Agreement, in whole or in part, if it encounters conditions during the work contemplated hereunder that make it impossible or impracticable to proceed; or if the City is prevented from proceeding with the Agreement by law or by official action of a public authority; or if there is an unavailability of City Funds; or if the Contractor violates any material provisions of this agreement; or if the Contractor fails to provide the services required of this Agreement in a satisfactory manner as determined by the City Engineer. Upon the failure of the Contractor to promptly cure any default, the City's election to terminate the

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Agreement for default shall be communicated by giving the Contractor a written notice of termination in the manner specified in Article 7 – Notices, of this Agreement.

- 2. The City shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) Days written notice to the Contractor. The Contractor agrees to accept such sums as allowed under this Paragraph 2 as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind.
 - a. Following such termination and within forty-five (45) Days after receipt of a billing from the Contractor seeking payment of sums authorized by this Paragraph 2, the City shall pay to the Contractor as its sole compensation for performance of the Work the following:
 - For Work Performed. The amount of the Contract Sum allocable to the portion of the Work properly performed by the Contractor as of the date of termination, less sums previously paid to the Contractor.
 In no event, however, shall the compensation paid pursuant to this Paragraph 2 exceed the amount which would have been payable pursuant to Article 5 of this Agreement.
 - ii. For Close-out Costs. Reasonable costs of the Contractor and its Subcontractors for:
 - 1. Demobilizing and
 - Administering the close-out of its participation in the Project (including the amount for any and all materials and/or equipment ordered [which cannot be cancelled]) for a period of no longer than thirty (30) Days after receipt of the notice of termination.
 - iii. For Fabricated Items. Previously unpaid cost of any items delivered to the Project Site, which were fabricated for subsequent

incorporation in the Work.

- b. Subcontractors. The Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by the Contractor on terms that are consistent with this Agreement and that afford no greater rights of recovery against the Contractor than are afforded to the Contractor under this Paragraph 2.
- c. The Contractor's Duties Upon Termination. Upon receipt of a notice of termination for default or for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - Immediately discontinue the Work to the extent specified in the notice;
 - ii. Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;
 - iii. Provide to the City a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as the City may determine necessary in order to decide whether to accept assignment of or request the Contractor to terminate the subcontract, purchase order or contract;
 - iv. Promptly assign to the City those subcontracts, purchase orders or contracts, or portions thereof, that the City elects to accept by assignment and cancel, on the most favorable terms reasonably

possible, all subcontracts, purchase orders or contracts, or portions

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Notice of Surety

If notice is given to Surety, it shall be by personal delivery to the Surety or by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the Surety shown in the applicable Performance Bond or Payment Bond (or, if none is shown, the last known address for the Surety), and sent by registered or certified mail with postage prepaid.

Agent for Service of Process

Contractors may from time to time designate another address or addressee and shall, in such instances, notify City in writing within ten (10) calendar days of such designation. Notwithstanding any contrary language in this Agreement, changes, modifications, updates, or amendments to any name, title or address in this Article shall not require City Council action.

Effective Date of Notice

Notice shall be deemed effective on the date personally delivered or, if mailed, five (5) days after deposit of the same in the custody of the United States Postal Service, properly addressed, with postage prepaid and return receipt requested.

ARTICLE 8 – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be borne by the Contractor. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by City as a material breach of contract.

Minimum Scope of Coverage

Coverage shall be at least as broad as indicated below:

- 1. Insurance Service Office Commercial General Liability coverage (occurrence form CG 0001).
- Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).

 Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

The Contractor shall maintain these policies and shall cause all parties supplying services, labor, or materials to maintain the following insurance in amounts not less than those specified below:

- 1. General Liability (including operations, products and completed operations): \$1,500,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability: \$1,500,000 per accident for bodily injury or property damage.
 - 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

Deductions and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Inglewood City Attorney's office. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respects to the City, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Inglewood City Attorney's Office guaranteeing payment of losses, investigations, claims administration, and defense expenses.

Other Insurance Provisions

The general liability policy and automobile liability policy are to contain, or be endorsed to contain, the following provisions:

1. The City of Inglewood, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or

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equipment furnished in connection with such work or operations. General insurance, liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).

- 2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute to it.
- 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days, ten (10) days if cancellation is due to non-payment of premium, prior written notice has been given to the City by certified mail, return receipt requested.
- 4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

Verification of Coverage

The Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Inglewood City Attorney's Office before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Waiver of Subrogation

The Contractor hereby agrees to waive rights of subrogation which any insurer of the Contractor may acquire from the Contractor by virtue of the payment of any loss. The Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of

subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Subcontractors

The Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 9 - INDEMNIFICATION

- 1. The Contractor shall indemnify and hold harmless the City and its officers, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, to the extent caused in whole or in part by any negligent act or omission, recklessness or willful misconduct of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the negligence, or willful misconduct of the City.
- 2. If any action or proceeding is brought against Indemnitees by reason of any of the matters against which Contractor has agreed to indemnify Indemnitees as provided above, the Contractor, upon notice from the City, shall defend Indemnitees at the Contractor's expense by counsel acceptable to the City, such acceptance not to be unreasonably withheld. Indemnitees need not have first paid for any of the matters to which Indemnitees are entitled to indemnification in order to be so indemnified. The insurance required to be maintained by the Contractor under this Article shall ensure the Contractor's obligations under this section, but the limits of such insurance shall not limit the liability of the Contractor hereunder. The provisions of this Article shall survive the expiration or earlier termination of this Agreement.

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ARTICLE 10 - BONDS

The Contractor agrees that, at all times during the performance of the services contemplated by this Agreement, it shall keep and maintain the following Contract Bonds in the amount set forth below:

- 1. Performance Bond
- 2. Payment Bond

Said bonds shall be in the form approved by the Inglewood City Attorney and shall be satisfactory to City.

Performance Bond

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The Contractor agrees to at all times during the performance of the agreement to obtain, keep, and maintain a faithful performance bond in the amount equal to one hundred percent (100%) of the Contract price. Said bond shall guarantee to the City the prompt, faithful and competent performance of each and every term, condition and provision set forth in the Contract Documents, said Contract Documents to be incorporated into the Performance Bond by express reference therein. Said Bond and the obligations of Surety thereunder shall remain in full force and effect for as long as the Principal/Contractor's obligations remain in effect with the City. Said bond shall also be in the form and have the content required for approval by the City Attorney.

Payment Bond

Upon demand by the City, and before Contractor begins Work, of any kind for the Project, the Contractor shall post a Payment Bond pursuant to the requirements of Civil Code section 3247 et. Seq. Contractor shall keep such bond in force and effect as required by applicable law, but in no case less than seven (7) months from the date of acceptance of the Project by the City. Said Bond shall be in an **amount equal to one hundred percent (100%) of the Contract price**. Said bond shall be in the form approved by the City Attorney.

ARTICLE 11 - LIQUIDATED DAMAGES

It is agreed to by the parties to the contract that in case all the work called for under the contract is not completed expeditiously, safely, and per all of the rules set forth in the

contract documents before or upon the expiration of the time limit as set forth in these specifications, damage will be sustained by the City of Inglewood (in terms of inconvenience, lost productivity, additional administrative costs, and other costs both tangible and intangible). It is also agreed by the parties that it is and will be impracticable to determine the actual damage which the City will sustain in the event of and by reason of such delay; and it is, therefore, agreed that that the Contractor will pay to the City the sum of four thousand dollars (\$4,000) for each and every day's delay beyond the time prescribed to complete the work; and the Contractor agrees to pay such liquidated damages as herein provided, and in case the same are not paid, agrees that the City of Inglewood may deduct the amount thereof from any money due or that may become due the Contractor under the contract.

Multiple Correction Notices

The Contractor shall receive only one Correction Notice for the same issue, or issues within the same specification section, without sanction. Additional Correction Notices indicate an unwillingness of the contractor to abide by the contract that he/she has entered into. The City may impose Liquidated Damages of Three Hundred Dollars (\$300) for each correction notice, which is written on the same issue, or concerning the same section of the specifications.

The City of Inglewood will issue a change order credit to the contract (thereby reducing the contract value) by Three Hundred Dollars (\$300) in the case of repetitive correction notices.

ARTICLE 12 - INGLEWOOD BUSINESS LICENSE

The Contractor agrees to at all times during the performance of the Agreement, obtain and maintain an Inglewood City business license. A copy of said license must be forwarded to the City Clerk and Public Works Department prior to issuing the Notice to Proceed (NTP).

ARTICLE 13 - "OR EQUAL" CLAUSE

Whenever a material, article, or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and any material, article, or

equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Engineer of equal substance and function. Said materials, article or equipment shall not be purchased or installed by the Contractor without the Engineer's written approval.

Anyone wishing to make an "or equal" request must such request in writing to the Engineer within (7) seven days after the bid opening date.

ARTICLE 14 - PERMITS, COSTS AND NOTICES

City Permits

Wherever the property of the Federal Government, the State of California, the County of Los Angeles, the City of Inglewood, any local utilities, or of any other agency is affected by the work included in this contract, the Contractor shall procure all permits, give all notices necessary, and bear the cost of all permits and inspection lawfully exacted by said Government, State, County, City, District, Department, or other agency during the time of performing the work affecting said property. In addition, the Contractor shall bear all cost of traffic regulation and traffic control devices lawfully exacted by said State, County, City, or other agency during the time of performing the work affecting said property. Work may not start unless all permits are pulled. The Contractor will bear all the burden of construction delays caused by delays in pulling permits. Permits for all trades for all units must be pulled at one time.

Work within the Public Rights of Way

The Contractor shall notify, verbally or in writing the "Permit Section" of City's Public Works Department at least forty-eight (48) hours prior to starting any Work within a public street or right-of-way. If notice is verbal, the Contractor shall prepare and maintain a written record of such notice. Neither the terms hereof nor anything shown on the drawings in connection with rights-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate

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precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or be subject to erosion from such flow.

The Contractor shall be responsible for making their own arrangements for parking facilities, storage areas, and staging area; the Contractor shall obtain written permission from the owners of the affected property for such use, and a copy of each such written permit shall be furnished to the City and property owners for their protection and records. The Contractor shall indemnify and hold harmless the City from all claims for damages occasioned by such actions.

Encroachment Permits

The Contractor shall obtain encroachment permit(s) from the City's Public Work Department prior to start of any Project Work. The costs of such permits are included on the Contract Sum.

Liability Insurance for Permits

Where required under the terms of the permits, the Contractor shall obtain liability insurance acceptable to and in an amount required by the public agency having jurisdiction. The policy shall insure said agency against all claims arising out of or in connection with the work to be performed and shall remain in full force and effect until the work is accepted by the City. The Contractor shall furnish to each such agency a certificate of protective liability insurance showing the protection afforded and the amount thereof.

Neither the terms hereof nor anything shown on the Drawings in connection with right-of-way provided by the City shall be construed to entitle the Contractor to conduct operations in said rights-of-way in violation of existing regulations restricting interference with watercourses and drainage channels. The Contractor shall take adequate precautions against obstructing storm water flow in any affected watercourse or channel, and shall not deposit excavated materials in any area where they might interfere with or subject to erosion from such flow.

ARTICLE 15 - RESPONSIBILITIES OF PROJECT SUPERINTENDENT

The Contractor shall submit, at the initial pre-construction meeting, written qualification of the proposed project superintendent, for City review. The approved superintendent shall be on the project site full time and will be responsible for all general contract and subcontract work on the project. The approved superintendent shall be assigned to one construction project only. The approved Superintendent shall attend all field measurement verifications.

The Construction Manager for the City will have sole responsibility for obtaining approval of qualifications. The Superintendent shall be fully capable of scheduling, monitoring, and controlling the work of all trades that are performing work for this Project and of answering questions and concerns without consulting other off-site persons unless design or contractual issues require special consultation. Superintendent must be responsible for a maximum of one project at any time and shall be assigned for a time period that at least includes the period from Notice to Proceed through Notice of Completion.

ARTICLE 16 - AUTHORITY OF THE ENGINEER

All work of the contract will be supervised by the Engineer. References to "Engineer" in Division 1 of Exhibit "B" which concern administrative aspects of the contract including provisions for time for commencing and completing work and extension of time shall be understood literally as meaning the Engineer or an authorized representative.

The Engineer shall have the authority to give such general directions and exercise such control as may be necessary to ensure that work on the project is in strict compliance with the Contract Documents. The Engineer shall determine the adequacy of the Contractor's methods, plant, and equipment and may issue such directions relative to the sufficiency of forces as may be reasonably necessary to insure proper and continuous execution of the work. The Engineer shall have the authority to stop the work, if necessary, to prevent its improper execution and shall determine the amount, quality, and fitness of the several kinds of work. The Engineer shall have the authority to reject all work which does not conform to the requirements of the contract and shall have power to make such other decisions as provided in these

specifications. All instructions, rulings, and decisions of the Engineer shall be final and binding unless formal protest is made under the provisions for "Rights and Remedies; Claims and Protests" in Article 17 of this Agreement.

The Engineer shall have executive authority to enforce such decisions and orders which the Contractor shall carry out promptly. The Engineer shall have the authority to issue change orders not to exceed 15% of contract amount, and time extensions as he deems necessary to best serve the City's interests.

ARTICLE 17 - RIGHTS AND REMEDIES; CLAIMS AND PROTESTS

Duties and obligations imposed by the Contract Documents and rights and remedies available hereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by Applicable Law.

If the Contractor considers any work demanded of them to be outside the requirements of the contract, or considers any instruction, ruling, or decision of the Engineer to be unfair, the Contractor shall within 10 working days after any such demand is made, or any such instruction, ruling, or decision is given, file a written protest with the Engineer stating the nature of the protest and the reasons therefore.

Except for such protests and objections as are made of record in the manner and within the time above stated, the Contractor shall be deemed to have waived and does hereby waive all claims for any extra work, damages, and extensions of time on account of such demands, instructions, rulings, and decisions of the Engineer.

Claims Based on Differing Site Conditions. Save and except as provided in this paragraph, the Contractor agrees to solely bear the risk of Loss and Delay due to concealed or unknown conditions, surface or subsurface, at a Site or in Existing Improvements at the Site, without adjustments to the Contract Sum or Contract Time. If the Contractor encounters conditions it believes constitutes Differing Site Conditions, then notice of such conditions shall, before such conditions are disturbed, be promptly reported to Engineer within twenty-four (24) hours by a written notice stating a detailed description of the condition encountered. Failure to submit a timely written notice to the Engineer shall be deemed a waiver of any right

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by the Contractor for an adjustment to the Contract Sum or Contract Time by reason of such conditions.

Public Contract Code Section 9204

The provisions of Public Contract Code Section 9204 govern claims by the Contractor to the City. The provisions of Section 9204 are as follows:

- (a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.
- (b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.
- (c) For purposes of this section:
- (1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:
- (A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.
- (B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.
- (C) Payment of an amount that is disputed by the public entity.
- (2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.
- (3) (A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a charter county, city and county, including a charter city and county, district, special district,

(B) "Public entity" shall not include the following:

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- 4 (i) The Department of Water Resources as to any project under the jurisdiction of that department.
- 6 (ii) The Department of Transportation as to any project under the jurisdiction of that department.
- 8 (iii) The Department of Parks and Recreation as to any project under the jurisdiction of that 9 department.
- 10 (iv) The Department of Corrections and Rehabilitation with respect to any project under its 11 jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the 12 Penal Code.
- 13 $\| (v) \|$ The Military Department as to any project under the jurisdiction of that department.
- 14 (vi) The Department of General Services as to all other projects.
- 15 (vii) The High-Speed Rail Authority.
- 16 (4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.
 - (5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.
 - (d) (1) (A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.
- 26 (B) The claimant shall furnish reasonable documentation to support the claim.
 - (C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim,

and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

- (D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.
- (2) (A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining

- (C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.
- (D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.
- (E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.
- (3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the claimant.
- (4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.
- (5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor

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presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

- (e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.
- (f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.
- (g) This section applies to contracts entered into on or after January 1, 2017.
- (h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.
- (i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Public Contract Code Section 20104, et seq.

(a) (1) This article applies to all public works claims of three hundred seventy-five thousand

- dollars (5375,000) or less which arise between a contractor and a local agency.
- (2) This article shall not apply to any claims resulting from a contract between a contractor and a public agency when the public agency has elected to resolve any disputes pursuant to Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2.
- (b) (1) "Public work" means "public works contract" as defined in Section 1101 but does not include any work or improvement contracted for by the state or the Regents of the University of California.

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 (2) "Claim" means a separate demand by the contractor for (A) a time extension, (B) payment of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, or (C) an amount the payment of which is disputed by the local agency.

- (c) The provisions of this article or a summary thereof shall be set forth in the plans or specifications for any work which may give rise to a claim under this article.
- (d) This article applies only to contracts entered into on or after January 1, 1991.

20104.2.

For any claim subject to this article, the following requirements apply:

- (a) The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing in this subdivision is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
- (b) (1) For claims of less than fifty thousand dollars (\$50,000), the local agency shall respond in writing to any written claim within 45 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the local agency may have against the claimant.
- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- (c) (1) For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the local agency shall respond in writing to all written claims within 60 days of receipt of the claim, or may request, in writing, within 30 days of receipt of the claim, any additional documentation supporting the claim or relating to

- (2) If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the local agency and the claimant.
- (3) The local agency's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
- (d) If the claimant disputes the local agency's written response, or the local agency fails to respond within the time prescribed, the claimant may so notify the local agency, in writing, either within 15 days of receipt of the local agency's response or within 15 days of the local agency's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the local agency shall schedule a meet and confer conference within 30 days for settlement of the dispute.
- (e) Following the meet and confer conference, if the claim or any portion remains in dispute, the claimant may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.
- (f) This article does not apply to tort claims and nothing in this article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code.

20104.4.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (b) (1) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.
- (2) Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law, and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds.
- (3) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other party arising out of the trial de novo.
- (c) The court may, upon request by any party, order any witnesses to participate in the mediation or arbitration process.

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2728 (a) No local agency shall fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the contract.

(b) In any suit filed under Section 20104.4, the local agency shall pay interest at the legal rate on any arbitration award or judgment. The interest shall begin to accrue on the date the suit is filed in a court of law.

The City shall treat any time written notice as a claim for damages which shall be resolved in accordance with this Article 17 of the Agreement.

ARTICLE 18 - INDEPENDENT CONTRACTOR

The Contractor enters into this Agreement as an independent contractor and not as an employee of the City. The Contractor shall have no power or authority by this Agreement to bind the City in any respect. Nothing in this Agreement shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Contractor are employees, agents, contractors or subcontractors of the Contractor and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against the Contractor by any such employees, agents, contractors, or subcontractors, or any other person resulting from performance of this Agreement.

ARTICLE 19 - RETENTION

1. Provisions of California Public Contract Code §22300 et. seq., substitution of eligible and equivalent securities for retention held by the City to ensure the Contractor's performance under the Contract will be permitted at the request and expense of the Contractor and in conformity with California Public Contract Code §22300. The foregoing notwithstanding, the Contractor shall have ten (10) days following action by the City to award the Agreement to the Contractor to submit its written request to the City to permit the substitution of securities for retention under California Public Contract Code §22300. The failure of such Contractor to make such written request to the City within said ten (10) day period shall be deemed a waiver of the Contractor's rights under California Public Contract Code §22300.

2. In the event the Contractor wishes to choose to exercise its rights under California Public Contract Code Section §22300, the Contractor shall enter into an escrow agreement with the City, and the escrow agent, a state or federally chartered bank in California with a current Bauer Financial, Inc. of not less than "5 Stars," unless otherwise agreed to by the City Attorney, in the form specified by said Section §22300. The Contractor shall have the obligation of ensuring that such securities deposited are sufficient to maintain, in total fair market value, an amount equal to the cash amount of the sums to be withheld under the Agreement. If upon written notice from the City or from the appropriate escrow agent, indicating that the fair market value of the securities has dropped below the dollar amount of monies to be withheld by the City to ensure performance, the Contractor shall, within five (5) days of the date of such notice, post additional securities as necessary to ensure that the total fair market value of all such securities held by the City, or in escrow, is equivalent to the amount of money to be withheld by the City under the Agreement.

ARTICLE 20 - NON-ASSIGNABILITY

The expertise and experience of the Contractor are material considerations for this Agreement. The City has an interest in qualifications of and capability of the Contractor, which will fulfill the duties and obligations, imposed under this Agreement. In recognition of that interest, the Contractor shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of the Contractor's duties or obligations under this Agreement without the prior written consent of the City. Any attempted unauthorized assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling the City to any and all remedies at law or in equity, including summary termination of this Agreement. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or novation, without prior written approval of the City.

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ARTICLE 21 - PROHIBITED INTERESTS

No official, employee, or agent of City, nor any member of his of her immediate family, shall have any direct or indirect interest in the contract.

ARTICLE 22 - EQUAL EMPLOYMENT

The Contractor agrees that during the performance of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, ancestry, sex, sexual orientation, age, physical handicap, medical condition or marital status.

ARTICLE 23 – CHANGES, AMENDMENTS AND MODIFICATIONS

No change, amendment, or modification to this Agreement shall be effective unless in writing and signed by the Parties hereto.

ARTICLE 24 - SEVERABILITY

In the event that any condition or covenant herein is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Agreement and shall in no way affect any other covenant or condition herein contained as long as the invalid provision does not render the Agreement meaningless with regard to a material term in which event the entire Agreement shall be void. If such condition, covenant, or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent the scope or breadth is permitted by law.

ARTICLE 25 - WAIVER

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision, or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by the City of any work or services by the Contractor shall not constitute a waiver of any of the provisions of this Agreement.

ARTICLE 26 - ENTIRE AGREEMENT

This Agreement, including all Exhibits is the entire, complete, final and exclusive

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expression of the Parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, entered into between the Contractor and the City prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding unless in writing and duly executed by the Parties of their authorized representatives.

ARTICLE 27 - GOVERNING LAW; VENUE

This Agreement shall be interpreted, construed, and governed according to the laws of the State of California. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in the County of Los Angeles, Superior Court, Southwest District, located at 825 Maple Avenue, Torrance, California 90503-5058. In the event of litigation in the United States District Court, venue shall lie exclusively in the Central District of California, in Los Angeles.

ARTICLE 28 - MISCELLANEOUS

- 1. The Parties waive any benefits from the principle of contra proferentum and interpreting ambiguities against drafters. No party shall be deemed to be the drafter of this Agreement, or of any particular provision or provisions, and no part of this Agreement shall be construed against any party on the basis that the particular party is the drafter of any part of this Agreement.
- 2. This Agreement may be executed in counterparts, and when each party hereto has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with the other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all parties hereto.
- 3. Article titles, paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision hereof.

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| IN WITNESS WHEREOF, the Parties heret | o have executed this Agreement as of the |
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| and year first above written. | |
| CITY OF INGLEWOOD | SULLY-MILLER CONTRACTING COMPANY |
| | |
| James T. Butts, Jr., | Curtis Weltz, |
| Mayor | Assistant Secretary |
| | |
| ATTEST: | APPROVED AS TO FORM: |
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| | ar is me. |
| Yvonne Horton, City Clerk | Kenneth R. Campos, City Attorney |
| N-\AALEWIS\Contracts\(Public Works) - Sully-Adller - South Prairie 12 19 doc | |
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