#### **IV. BID DOCUMENTS**

#### A. PROPOSAL

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

CONTRACTOR: SDC Engineering Inc. Date: 5/17/2024

TO: City of Hermosa Beach Honorable Mayor and Members of the City Council City Hall Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

# The Contractor also certifies that they are registered with the Department of Industrial Relations.

All work shall be completed within 50 working days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

1000060111

PWCR Registration Number

## **ADDENDUM NO. 1 – ATTACHMENT 1**

#### **B. BID SCHEDULE**

## CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	-	\$37,539.70
2	32	LF	Remove Existing Curb	7-6.4	\$100.00	\$3,200.00
3	15	LF	Remove Existing Curb and Gutter	7-6.4	\$200.00	\$3,000.00
4	680	SF	Remove Existing PCC Sidewalk and Curb Ramp	7-6.4	\$4.00	\$2,720.00
5	125	SF	Remove Existing Pavement Striping	7-6.4	\$25.00	\$3,125.00
6	1,502	SF	Remove Existing AC Pavement	7-6.4	\$4.25	\$6,383.50
7	17,553	CF	Remove Existing Wood Chip Trail	7-6.4	\$6.17	\$108,302.0
8	14,485	SF	Clearing and Grubbing	7-6.5	\$1.85	\$26,797.25
9	1	LS	Remove Existing Fitness Equipment and Associated Footings	7-6.4	-	\$8,500.00
10	6	EA	Remove Existing Tree (Including Stump and Roots)	7-6.6	\$2,500.00	\$15,000.00
11	1	EA	Remove Existing Stump and Roots	7-6.6	\$1,760.00	\$1,760.00
12	56	LF	Construct 6" Curb	7-6.7	\$100.00	\$5,600.00
13	24	LF	Construct 6" PCC Curb and 24" PCC Gutter	7-6.8	\$200.00	\$4,800.00
14	550	SF	Construct 4" PCC Sidewalk	7-6.9	\$22.00	\$12,100.00
15	169	SF	Construct 4" PCC Curb Ramp	7-6.10	\$28.50	\$4,816.50
16	87	SF	Furnish and Install Detectable Warning Surface	7-6.11	\$65.00	\$5,655.00

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
17	1502	SF	Construct AC Pavement	7-6.12	\$16.29	\$24,467.58
18	2	EA	Relocate Existing Sign and Signpost	7-6.13	\$500.00	\$1,000.00
19	1	EA	Furnish and Install Sign Post	7-6.14	\$760.00	\$760.00
20	10	EA	Furnish and Install Signs	7-6.14	\$350.00	\$3,500.00
21	1	EA	Install City Furnished RRFB Model System on Existing Post	7-6.15	\$1,930.00	\$1,930.00
22	1	EA	Install City Furnished RRFB Model System on New Post	7-6.15	\$2,625.00	\$2,625.00
<del>23</del>	θ	<del>SF</del>	Construct 4' Ribbon Gutter	<del>7-6.16</del>	-	<del>\$</del> -
24	232	LF	4" ADA Parking Striping	7-6.17	\$3.60	\$835.20
25	3	EA	International Symbol of Access Pavement Marking	7-6.17	\$303.00	\$ 909.00
26	2	EA	"No Parking" Pavement Marking	7-6.17	\$300.00	\$600.00
27	20	LF	Yield Line Pavement Marking	7-6.17	\$55.00	\$1,100.00
28	120	SF	Crosswalk Pavement Marking (Continental)	7-6.17	\$25.00	\$3,000.00
29	3	EA	Furnish and Install Wheel Stop	7-6.18	\$303.00	\$909.00
30	12	EA	Adjust Water Valve to Grade	7-6.19	\$500.00	\$6,000.00
31	1	EA	Adjust Backflow System to Grade	7-6.19	\$2,500.00	\$2,500.00
32	24,566	SF	Construct Stabilized Decomposed Granite	7-6.20	\$10.46	\$256,960.3
33	346	LF	Install Flush Redwood Header	7-6.21	\$8.14	\$2,816.44
34	3,435	LF	Install Concealed Redwood Header	7-6.21	\$7.60	\$26,106.00
35	2	EA	Salvage and Reinstall Existing Memorial Bench	7-6.22	\$3,500.00	\$7,000.00
36	2	EA	Install City Furnished Memorial Bench	7-6.22	\$2,000.00	\$4,000.00
37	2	EA	Salvage and Reinstall Existing Trash Can	7-6.22	\$760.00	\$1,520.00
38	2	EA	Install City Furnished Fitness Equipment Set	7-6.22	\$17,500.00	\$35,000.0
39	160	SF	Construct Cast in Place Concrete Paving for Benches	7-6.23	\$50.00	\$8,000.00

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
40	12	EA	Install 48" Box Tree	7-6.24	\$2,500.00	\$30,000.00
41	14	EA	Install 15 Gallon Shrub	7-6.24	\$600.00	\$8,400.00
42	392	EA	Install 5 Gallon Shrub	7-6.24	\$5.00	\$1,960.00
43	22	EA	Install 1 Gallon Shrub	7-6.24	\$3.95	\$86.90
44	2,254	SF	Install Sod	7-6.24	\$6.50	\$14,651.00
45	12,324	SF	Install Hydroseed	7-6.24	\$0.85	\$10,475.40
46	1	LS	Adjust and Install New Existing Irrigation System	7-6.25	\$125,000.0 <del>\$75,000.00</del>	0 \$125.000. -\$ <del>75,000.</del> 00
47	4	EA	Remove Existing Wheel Stops	7-6.4	\$350.00	\$1,400.00
48	1	EA	Adjust Existing Water Fountain to Grade	7-6.19	\$3,850.00	\$3,850.00
49	18	CF	Unclassified Excavation	7-6.4	\$200.00	\$3,600.00
50	915	SF	Provide Soil and Fill 2" Below Top of Curb	7-6.24	\$3.23	\$2,955.45

#### (Total Bid in Figures) \$843,216.29

#### (Total Bid in Words) Eight hundred fourty three thousand, two hundred and sixteen dollar and twenty nine cents

#### Contractor Name: SDC Engineering Inc.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

\$84, 321.62 Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature:

#### C. BID BOND

#### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>SDC Engineering Inc.</u>, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS said work being: CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW. THEREFORE, we. the Contractor. as Principal. and a corporation organized The Ohio Casualty Insurance Company and existing under the laws of the State of New Hampshire , duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of Ten Percent of the Total Amount Bid ) lawful money of the United States of America, said sum being Dollars (\$ 10% not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this day of May , 2024.

SDC Engineering Inc.			
Principal			
By			
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Title_Phoseson			

The Ohio Casualty Insurance Company Surety

By

Lourdes Landa, Attorney-in-Fact Title

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	Notary Acknowledgment				
	A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.				
cc	NTE OF CALIFORNIA UNTY OF <u>ORANGE</u> 05/17/2021, 20, before me, ROG 22 TOUNG, Notary Public.				
	conally				
ap	eared DANNY CANCINO who proved to me on the basis of satisfactory				
m sig	evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he the they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.				
	ertify under PENALTY OF PERJURY under the laws of the State of California that the foregoing				
-	Paragraph is true and correct. WITNESS my hand and official seal WITNESS my hand and				
Si	nature of Notary Public				
	OPTIONAL				
Τl	ough the information below is not required by law, it may prove valuable to persons relying on				
	the document and could prevent fraudulent removal and reattachment of this form to another document.				
	CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED				
-	Individual DOCUMENT				
-	Corporate Officer				
	Title(s) Title or Type of Document				
-	Partner(s) Limited				
	General Number of Pages				
1	Attorney-In-Fact				
	Trustee(s) Guardian/Conservator Date of Decument				
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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

Signer Is Representing: \_

CALIFORNIA ALL-PURPOSE ACKNOWL	
A notary public or other officer completing this of document to which this certificate is attached, and	certificate verifies only the identity of the individual who signed the d not the truthfulness, accuracy, or validity of that document.
State of California County of Orange On <u>05-15-2024</u> before me, <u>Date</u>	) ) Jan M. Rivera, Notary Public Here Insert Name and Title of the Officer rdes Landa
personally appeared	Name(s) of Signer(s)
subscribed to the within instrument and the his/her/their authorized capacity(ies), and that or the entity upon behalf of which the person	ctory evidence to be the person(s) whose name(s) is/are knowledged to me that he/she/they executed the same in t by his/her/their signature(s) on the instrument the person(s), h(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and officiel seal.
Notary Public - California Los Angeles County Commission # 2399343 My Comm. Expires Apr 1, 2026	Signature
Place Notary Seal Above	- OPTIONAL
Though this section is optional, completing fraudulent reattachment o	this information can deter alteration of the document or f this form to an unintended document.
Description of Attached Document Title or Type of Document:	
Document Date: Signer(s) Other Than Named Above:	Number of Pages:
Capacity(ies) Claimed by Signer(s)	Signar's Name:

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

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

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CIVIL CODE § 1189



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: 8207986-969520

#### 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 State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jan Rivera: Lisa Saumur; Lourdes Landa; Mark W. Rosskopf; Terri Amsbury

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of May 2022





The Ohio Casualty Insurance Company West American Insurance Company By:

Liberty Mutual Insurance Company

David M. Carey, Assistant Secretary

guarantees. State of PENNSYLVANIA SS County of MONTGOMERY

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ttomey (POA) verification inquiries, email HOSUR@libertymutual.com On this 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance 4th day of May Company. The Ohio 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.



Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

onwealth of Pennsylvania - Notary Seal Teresa Pastella Notary Public Monigomery County massion expires March 28. 2025 Commission number 1126044 nevivania Association of Notaries

By: Linesa Pastella Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual

f Attorney

ARTICLE IV - OFFICERS: Section 12 Power of Attorney

nd/or Power of 610-832-8240 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 and 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 bond ar ase call 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 For bon please have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5 Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attomeys-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 attomeys-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 Américan 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 15th day of



INSUR 199

By:

Renee C Llewellyn, Assistant Secretary

#### **D. BIDDER'S ASSURANCE**

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

#### FROM:

Name of Bidder:	SDC Engineeering Inc.	
Business Address:	24881 Alicia Pkwy Ste E #340,	
	Laguna Hills, CA 92653	
Telephone No:	(949) 280-2863	

TO:

Members of the City Council c/o City Hall City of Hermosa Beach, California

Members of the City Council:

#### Pursuant to your published Notice Inviting Bids for: CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: Danny Cancino

TITLE: President

#### **E. BIDDER'S DECLARATION**

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfully su	ubmitted,		/		
SDC Engine	ering Inc.			President	
Contractor's Business Name			Contractor Signature	Title	
24881 Alic	ia Pkwy Ste	E #340,	Danny Cancino	President	
Business Addr	ess: Street		By	Title	
Laguna Hills, CA 92653			986959		
City State Zip			Contractor's License No. and		
Classification					
(949) 280-2	863		5/17/2024		
Business Phon	e Number		Date		
Danny Canci	no Pre	sident	25341 Barents		
Name	Titl	e	Residence: Street		
Laguna Hills, CA 92653			(562) 922-4420		
City	State	Zip	Residence Phone Nu	mber	

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

#### F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM SDC Engineering Inc.	
TITLE OF PERSON SIGNING	President
SIGNATURE	$\bigcirc$
DATE 5/17/2024	

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

#### G. CERTIFICATION OF PRINCIPAL

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature:
Name: Danny Cancino
Title: President
Name of Company: <u>SDC Engineering Inc.</u>

#### H. DECLARATION OF ELIGIBILITY TO CONTRACT [Labor Code Section 1777.1; Public Contract Code Section 6109]

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned, a duly authorized representative of the Contractor, certifies and declares that: 1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not 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. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

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

17th	, at	Laguna Hills	<i>(place of execution),</i>
California.			
Signature:			
Name: Danny Can	cino		
Title: President			
Name of Company:	SDC Engineering	g Inc.	

#### J. REFERENCES OF WORK

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work within the past five years.

All contact information must be current.

1. RKA Consulting Group - 398 Lemon Creek Drive, Suite E Walnut, CA 91789

Name and Address of Public Agency Tony Estes - (909) 373-5437

Name and Telephone Number of Public Agency's Project Manager

Tri City Mental Health Garden Repair - To demo and rebuild a garden including garden equipment

and sheds.

Name and Detailed Description of Project

\$599,944.36

Original Contract Amount \$612,156.91 07/31/2024

Original Date of Completion 05/21/2024

Final Contract Amount

t Final Date of Completion

Number of Change Orders \_\_\_\_4

2. RKA Consulting Group - 398 Lemon Creek Drive, Suite E Walnut, CA 91789

Name and Address of Public Agency

Tony Estes - (909) 373-5437

Name and Telephone Number of Public Agency's Project Manager

Building a Trail on Lemon ave for the City of Bradbury

Name and Detailed Description of Project

\$181,597.77

Original Contract Amount

\$216,350.73

Final Contract Amount

1/18/2024

Original Date of Completion

01/11/2024

Final Date of Completion

Number of Change Orders <u>3</u>

3. City of Placentia - 401 E Chapman Ave. Placentia, CA 92870

Name and Address of Public Agency Raquel Garcia - (714) 993-8128

Name and Telephone Number of Public Agency's Project Manager

La Placita Parkette Improvements - Landscaping and remodeling of a new park

Name and Detailed Description of Project

\$292,617.30

Original Contract Amount

Final Contract Amount

\$294,865.39

Final Date of Completion

Original Date of Completion

05/31/2024

5/22/2024

Number of Change Orders \_\_\_\_\_

For additional References, please add separate sheets.

NAME OF BIDDER

SDC Engineering Inc.

SIGNATURE OF BIDDER

DATE 05/17/2024

#### K. SUBCONTRACTORS LIST

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

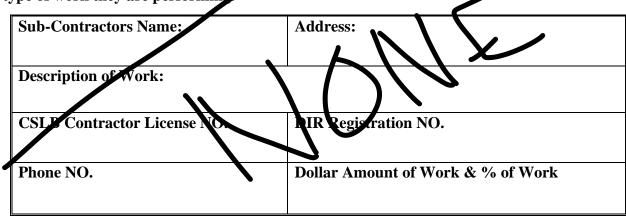
In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which 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 legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing



Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration XO.
Phone NO.	Dollar Appount of Work & % of Work
Sub-Contractors Name:	Address:
Description of Work:	/
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work
Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work
Sub-Contractors Name:	Address:
Description of Work:	<u> </u>
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work
·	
Sub-Contractors Name:	Aldrest
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work
Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Percent of work to be performed by sub-Contractors: \_\_\_\_\_% (Note: 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

#### L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

**x** The Contractor is not:

- identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:	

Printed Name: Danny Cancino

Title: President

Firm Name: SDC Engineering Inc.

Date: 05/20/2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

#### M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: SDC Engineering Inc.
DIR Registration Number: 1000060111
DIR Registration Expiration: 06/30/2026
Small Project Exemption: X Yes or No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- 1. Bidder shall maintain current DIR registration for the duration of the project.
- 2. Bidder shall maintain a current DIR registration for the duration of the project.
- 3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- 4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder:	SDC Engineering Inc.	
Signature:		
0	Danny Cancino - President	
Name and Title:	- <u></u>	
Dated:	05/17/2024	

<sup>&</sup>lt;sup>1</sup> If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."



## **ADDENDUM No. 1**

## CIP 502 – Greenbelt Pedestrian Trail **CIP 604 - City Wide ADA Improvements** CIP 194 – Annual Striping Improvements

DATE: 5/16/2024

TO: All Prospective Bidders

Please note the following changes and/or additions to the **Contract Documents**, Plans and Specifications, for the project indicated above.

#### 1. **Response to Questions**

- Q: Will a listed subcontractor fulfill the C-8 requirement for this contract and the requirements in the Notice Inviting Bids? Is there a limitation on submitting a prime proposal and sub-proposals to other prime bidders for portions of the work?
- A. Yes, a prime contractor with a C-27 license with a subcontractor with a C-8 license will meet the license requirements. The prime contractor must be the one submitting the bid. The prime contractor must complete above 50% of the contract with its own forces.
- Q: In the sample contract for the above referenced project, the insurance is asking for Builder's Risk, \$5 million GL and \$5 million Auto coverage (see pages 47-50 of the PDF file). However, when you look at the Special Provisions for the project, section 5-4 (pages 94-96 of the PDF), there is no mention of Builder's Risk, and the insurance limits are \$2 million for GL and \$1 million for the Auto. Which one is correct? The pricing for insurance is very different depending on the amount and the builder's risk requirement. Also, there is no mention of whether Umbrella coverage can meet requirements. Is that possible?

Page 1







A: For Commercial General Liability, the City will require a \$2 Million per occurrence and \$4 Million general aggregate policy. For Automobile Liability, the City will require a \$1 Million policy. Builder's Risk insurance will not be required. Umbrella coverage may be accepted. The sample contract is amended as a part of this Addendum to reflect those requirements after award of bid.

## 2. <u>Refer to NOTICE INVITING BIDS</u>

## Delete the paragraph:

Notice is hereby given that the City of Hermosa Beach will receive electronic bids until **2:00 PM on MONDAY, MAY 20, 2024**, at which time the electronic bids will be publicly opened at the City Council Chambers at 1315 Valley Drive, Hermosa Beach, CA 90254 and posted on Planet Bids for **CIP No. 502 Greenbelt Pedestrian Trail, CIP No. 604 City Wide ADA Improvements, and CIP No. 194 Annual Striping Improvements.** 

## Replace with the following:

Notice is hereby given that the City of Hermosa Beach will receive electronic bids until **2:00 PM on THURSDAY, MAY 23, 2024**, at which time the electronic bids will be publicly opened at the City Council Chambers at 1315 Valley Drive, Hermosa Beach, CA 90254 and posted on Planet Bids for **CIP No. 502 Greenbelt Pedestrian Trail, CIP No. 604 City Wide ADA Improvements, and CIP No. 194 Annual Striping Improvements.** 

#### Delete the paragraph:

Please submit any questions related to this bid on Planet Bids portal no later than **5:00 PM on MONDAY, MAY 9, 2024**.

#### **Replace with the following:**

Please submit any questions related to this bid on Planet Bids portal no later than **5:00 PM on MONDAY, MAY 20, 2024.** 

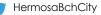
Page 2

## 3. <u>Refer to Part IV – BID DOCUMENTS, B. BID SCHEDULE</u>

The Bid Schedule has been revised to more accurately reflect the Plans.

## Delete the original Bid Schedule and replace it with Attachment 1.







## 4. <u>Refer to Part IV – BID DOCUMENTS, D. BIDDER'S ASSURANCE</u>

Delete the words "bidding schedule" and replace with "Bid Schedule."

## 5. <u>Refer to Part IV – BID DOCUMENTS, D. BIDDER'S DECLARATION</u>

#### Remove the phrase:

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule

#### Replace with the following:

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bid Documents.

## 6. <u>Refer to Part V - CONTRACT DOCUMENTS, A. CONTRACT AGREEMENT</u>

## Remove the clause:

INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The Contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications edition, Special Provisions, Exhibits A and B and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said Contract documents are made a part hereof as though fully set forth herein. This Contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful governmental regulations shall be performed by CONTRACTOR whether set out specifically in the Contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall control. Collectively, these





Contract documents constitute the complete agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

## Replace with the following:

INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: The Contract documents for the aforesaid project shall consist of the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications for Public Works Construction 2021 edition, Special Provisions, Exhibits A,B, C, D, and E and all referenced specifications, details, standard drawings, and appendices; together with this Agreement and all required bonds, insurance certificates, permits, notices and affidavits; and also, including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to insure its completion in an acceptable manner. All of the provisions of said Contract documents are made a part hereof as though fully set forth herein. This Contract is intended to require a complete and finished piece of work and anything necessary to complete the work properly and in accordance with the law and lawful appendental regulations shall be performed by CONTRACTOR whether set out specifically in the Contract or not. Should it be ascertained that any inconsistency exists between the aforesaid documents and this written agreement, the provisions of this Agreement, the Builders General Provisions and the Standard Specifications, in that order, shall Collectively, these Contract documents constitute the complete control. agreement between CITY and CONTRACTOR and supersede any previous agreements or understandings.

## Remove the clause:

LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum set forth in Exhibit "A" for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

## Replace with the following:

LIQUIDATED DAMAGES: In accordance with Government Code section 53069.85, it is agreed that CONTRACTOR will pay to CITY the sum set forth in Section 6-9 of the Special Provisions for each and every calendar day of delay beyond the time prescribed in the Contract Documents for finishing the Work, as Liquidated Damages and not as a penalty or forfeiture. In the event this is not paid, CONTRACTOR agrees CITY may deduct that amount from any money due or that



may become due CONTRACTOR under the Contract. This Article does not exclude recovery of other damages specified in the Contract Documents.

# Under Clause 7, Prevailing Wages and California Labor Laws, delete the paragraphs:

When employment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state wide or locally, or

Assignment of an apprentice to any work performed under a public works Contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to eight journeymen.

## Replace with the following:

When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15 percent in the 90 days before the request for certificate, or

When the number of apprentices in training in the area exceeds a ratio of one to five, or

When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis state wide or locally, or

Assignment of an apprentice to any work performed under a public works Contract would create a condition that would jeopardize his or her life or the life, safety, or property of fellow employees or the public at large, or the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

Page 5







When CONTRACTOR provides evidence that CONTRACTOR employs registered apprentices on all of his Contracts on an annual average of not less than one apprentice to five journeymen.

## Delete Section 17(a)(i):

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$5,000,000 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.

## Replace Section 17(a)(i) with the following:

Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 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.

## Delete Section 17(a)(ii):

Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$5,000,000 per accident for bodily injury and property damage.

## Replace Section 17(a)(ii) with the following:

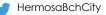
Automobile Liability: Insurance Services Office Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

## Delete Section 17(a)(iv).

## 7. <u>Refer to Part V - CONTRACT DOCUMENTS, C. EQUALS</u>

## Delete the paragraph:

In accordance with the provisions under General Conditions, entitled EQUALS, If the City shall find any item so described equal to the respective item specified,





then the undersigned may furnish such item, together with all necessary labor, materials, equipment and incidentals required to perform and complete the work.

## Replace with the following:

If the City shall find any item so described equal to the respective item specified, then the undersigned may furnish such item, together with all necessary labor, materials, equipment and incidentals required to perform and complete the work.

## 8. <u>Refer to PART VI – SPECIAL PROVISIONS</u>

## Delete Special Provision Section 2-5.4, Haul Routes:

Haul Routes shall be per the City of Hermosa Beach Truck Routes map. See Cover Sheet on project plans.

## Replace Special Provision Section 2-5.4, Haul Routes with the following:

Haul Routes shall be per the <mark>City of Hermosa Beach Truck Routes map. See Exhibit</mark> <mark>E of the Contract Documents.</mark>

## Under Special Provision Section 3-8, Submittals, delete the bullet:

Crushed Miscellaneous Base material specifications

#### Replace it with the following:

• Crushed Aggregate Base material specifications

## Under Special Provision Section 3-8, Submittals, delete the bullet:

• Constructions Notices sample template shall be provided by the City to the Contractor and modified and submitted to the engineer for review and approval. Approved Construction Notice shall be distributed by Contactor. See Exhibit C.

#### Replace it with the following:

• Constructions Notices sample template shall be provided by the City to the Contractor and modified and submitted to the engineer for review and approval. Approved Construction Notice shall be distributed by Contactor. See Exhibit <mark>B</mark>.

Page 7

## Under Special Provision Section 7-6.4, delete the paragraph:





Payment shall be made at the contract unit price per Cubic Foot (CF), Square Foot (SF), Linear Foot (LF), or Lump Sum (LS) as defined in the bid schedule and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved, complete and in place, as shown in the Plans and in accordance with the contract documents, unclassified excavation, removal of existing improvements and materials, irrigation repair, landscaping restoration, adjustment of miscellaneous utility items found within the limits of construction, and finishing. No additional compensation will be allowed therefor.

## Replace it with:

Payment shall be made at the contract unit price per Cubic Foot (CF), Square Foot (SF), Linear Foot (LF), or Lump Sum (LS) as defined in the bid schedule and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved, complete and in place, as shown in the Plans and in accordance with the contract documents, unclassified excavation, removal of existing improvements and materials, irrigation repair, landscaping restoration, adjustment of miscellaneous utility items found within the limits of construction, and finishing. All quantities shall be based on the volume the existing improvements occupy in situ. No additional compensation will be allowed therefor.

## Under Special Provision Section 7-6.20, delete the paragraph:

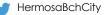
Payment for Construct 4" Stabilized Decomposed Granite Path shall be made at the contract unit price per Square Foot (SF) and shall include furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the contract documents. No additional compensation will be allowed therefor.

## Replace it with the following:

Payment for Construct 4" Stabilized Decomposed Granite Path shall be made at the contract unit price per Square Foot (SF) and shall include all grading adjacent to the path as shown on the Plans and furnishing all labor, materials, tools, equipment, transportation, and incidentals for performing all work involved in this section, complete and in place, as shown in the Plans and in accordance with the contract documents. No additional compensation will be allowed therefor.

Page 8

## Under Special Provision Section 7-6.24 delete the paragraph





Payment for Install 48" Box Tree, Install 15 Gallon Shrub, Install 5 Gallon Shrub, Install 1 Gallon Shrub, Install Sod, Install Hydroseed, shall be made at the contract unit price per Square Foot (SF) or contract unit price per each and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including unclassified excavation, removal of existing improvements and materials, preparation of subgrade, irrigation repair, landscaping restoration, adjustment of miscellaneous utility items found within the limits of construction and finishing. No additional compensation will be allowed therefor.

## Replace it with the following:

Payment for Install 48" Box Tree, Install 15 Gallon Shrub, Install 5 Gallon Shrub, Install 1 Gallon Shrub, Install Sod, Provide Soil and Fill 2" Below Top of Curb, and Install Hydroseed, shall be made at the contract unit price per Square Foot (SF) or contract unit price per each and shall include furnishing all labor, equipment, tools and materials necessary for the item of work including unclassified excavation, removal of existing improvements and materials, preparation of subgrade, irrigation repair, landscaping restoration, adjustment of miscellaneous utility items found within the limits of construction and finishing. No additional compensation will be allowed therefor.

#### Under Special Provision Section 200-1.1 with the following:

Concrete shall be type 520-C-2500 PSI concrete per the City of Hermosa Beach Standard Plans for Public Works No. 106.

#### Replace it with the following:

Concrete shall be type 520-C-2500 PSI concrete.

## Add the following after paragraph four of Special Provision Section 400-5:

Where there is no curb, the lateral distance between the edge of the sign panel and the edge of the nearest travel say shall be a minimum of 6 feet. Where there is a curb, the lateral distance between the edge of the sign panel and the flowline shall be a minimum of 2 feet.

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#### 9. <u>Refer to EXHIBITS</u>

Add Exhibit "E" to the Contract Documents. Exhibit "E" is attached as Attachment 2.

## 10. <u>Refer to CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE</u> ADA IMPROVEMENTS, CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS CONSTRUCTION PLANS

The Plans were revised to resolve some discrepancies.

Replace Sheets D-01 and D-02 with Sheets D-01 Rev.1 and D-02 Rev.1 attached as Attachment 3.

er B

ADDENDUM ISSUED BY:

Brandon Araujo, Senior Engineer





## **ACKNOWLEDGEMENT OF ADDENDUM No. 1**

## <u>CIP 502 – Greenbelt Pedestrian Trail</u> <u>CIP 604 - City Wide ADA Improvements</u> <u>CIP 194 – Annual Striping Improvements</u>

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum No. 1 dated May 16, 2024.

ATTEST:	SDC Engineering Inc.
Principal:	Danny Cancino
Address:	24881 Alicia Pkwy Ste E #340, Laguna Hills CA 92653
By:	
Title:	Principal





## **ADDENDUM NO. 1 – ATTACHMENT 1**

#### **B. BID SCHEDULE**

#### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	-	\$
2	32	LF	Remove Existing Curb	7-6.4		\$
3	15	LF	Remove Existing Curb and Gutter	7-6.4		\$
4	680	SF	Remove Existing PCC Sidewalk and Curb Ramp	7-6.4		\$
5	125	SF	Remove Existing Pavement Striping	7-6.4		\$
6	1,502	SF	Remove Existing AC Pavement	7-6.4		\$
7	17,553	CF	Remove Existing Wood Chip Trail	7-6.4		\$
8	14,485	SF	Clearing and Grubbing	7-6.5		\$
9	1	LS	Remove Existing Fitness Equipment and Associated Footings	7-6.4	-	\$
10	6	EA	Remove Existing Tree (Including Stump and Roots)	7-6.6		\$
11	1	EA	Remove Existing Stump and Roots	7-6.6		\$
12	56	LF	Construct 6" Curb	7-6.7		\$
13	24	LF	Construct 6" PCC Curb and 24" PCC Gutter	7-6.8		\$
14	550	SF	Construct 4" PCC Sidewalk	7-6.9		\$
15	169	SF	Construct 4" PCC Curb Ramp	7-6.10		\$
16	87	SF	Furnish and Install Detectable Warning Surface	7-6.11		\$

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
17	1502	SF	Construct AC Pavement	7-6.12		\$
18	2	EA	Relocate Existing Sign and Signpost	7-6.13		\$
19	1	EA	Furnish and Install Sign Post	7-6.14		\$
20	10	EA	Furnish and Install Signs	7-6.14		\$
21	1	EA	Install City Furnished RRFB Model System on Existing Post	7-6.15		\$
22	1	EA	Install City Furnished RRFB Model System on New Post	7-6.15		\$
<del>23</del>	θ	<del>SF</del>	Construct 4' Ribbon Gutter	<del>7-6.16</del>		<del>\$</del>
24	232	LF	4" ADA Parking Striping	7-6.17		\$
25	3	EA	International Symbol of Access Pavement Marking	7-6.17		\$
26	2	EA	"No Parking" Pavement Marking	7-6.17		\$
27	20	LF	Yield Line Pavement Marking	7-6.17		\$
28	120	SF	Crosswalk Pavement Marking (Continental)	7-6.17		\$
29	3	EA	Furnish and Install Wheel Stop	7-6.18		\$
30	12	EA	Adjust Water Valve to Grade	7-6.19		\$
31	1	EA	Adjust Backflow System to Grade	7-6.19		\$
32	24,566	SF	Construct Stabilized Decomposed Granite	7-6.20		\$
33	346	LF	Install Flush Redwood Header	7-6.21		\$
34	3,435	LF	Install Concealed Redwood Header	7-6.21		\$
35	2	EA	Salvage and Reinstall Existing Memorial Bench	7-6.22		\$
36	2	EA	Install City Furnished Memorial Bench	7-6.22		\$
37	2	EA	Salvage and Reinstall Existing Trash Can	7-6.22		\$
38	2	EA	Install City Furnished Fitness Equipment Set	7-6.22		\$
39	160	SF	Construct Cast in Place Concrete Paving for Benches	7-6.23		\$

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
40	12	EA	Install 48" Box Tree	7-6.24		\$
41	14	EA	Install 15 Gallon Shrub	7-6.24		\$
42	392	EA	Install 5 Gallon Shrub	7-6.24		\$
43	22	EA	Install 1 Gallon Shrub	7-6.24		\$
44	2,254	SF	Install Sod	7-6.24		\$
45	12,324	SF	Install Hydroseed	7-6.24		\$
46	1	LS	Adjust and Install New Existing Irrigation System	7-6.25		\$
47	4	EA	Remove Existing Wheel Stops	7-6.4		
48	1	EA	Adjust Existing Water Fountain to Grade	7-6.19		
49	18	CF	Unclassified Excavation	7-6.4		
50	915	SF	Provide Soil and Fill 2" Below Top of Curb	7-6.24		

#### (Total Bid in Figures)

#### (Total Bid in Words)

#### Contractor Name:

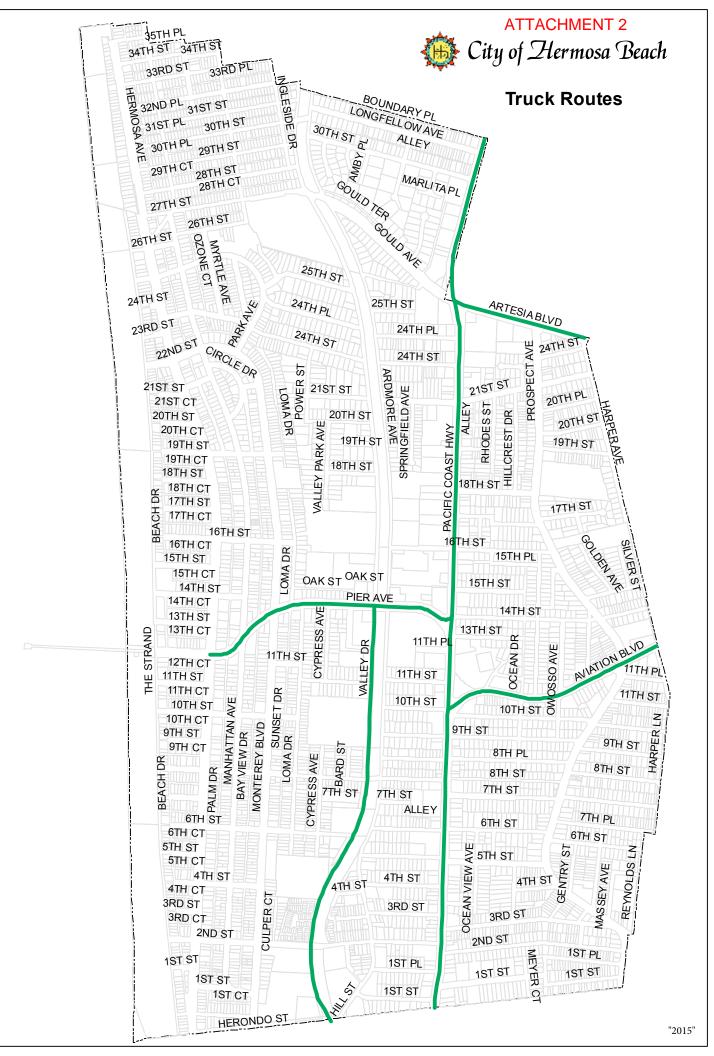
In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

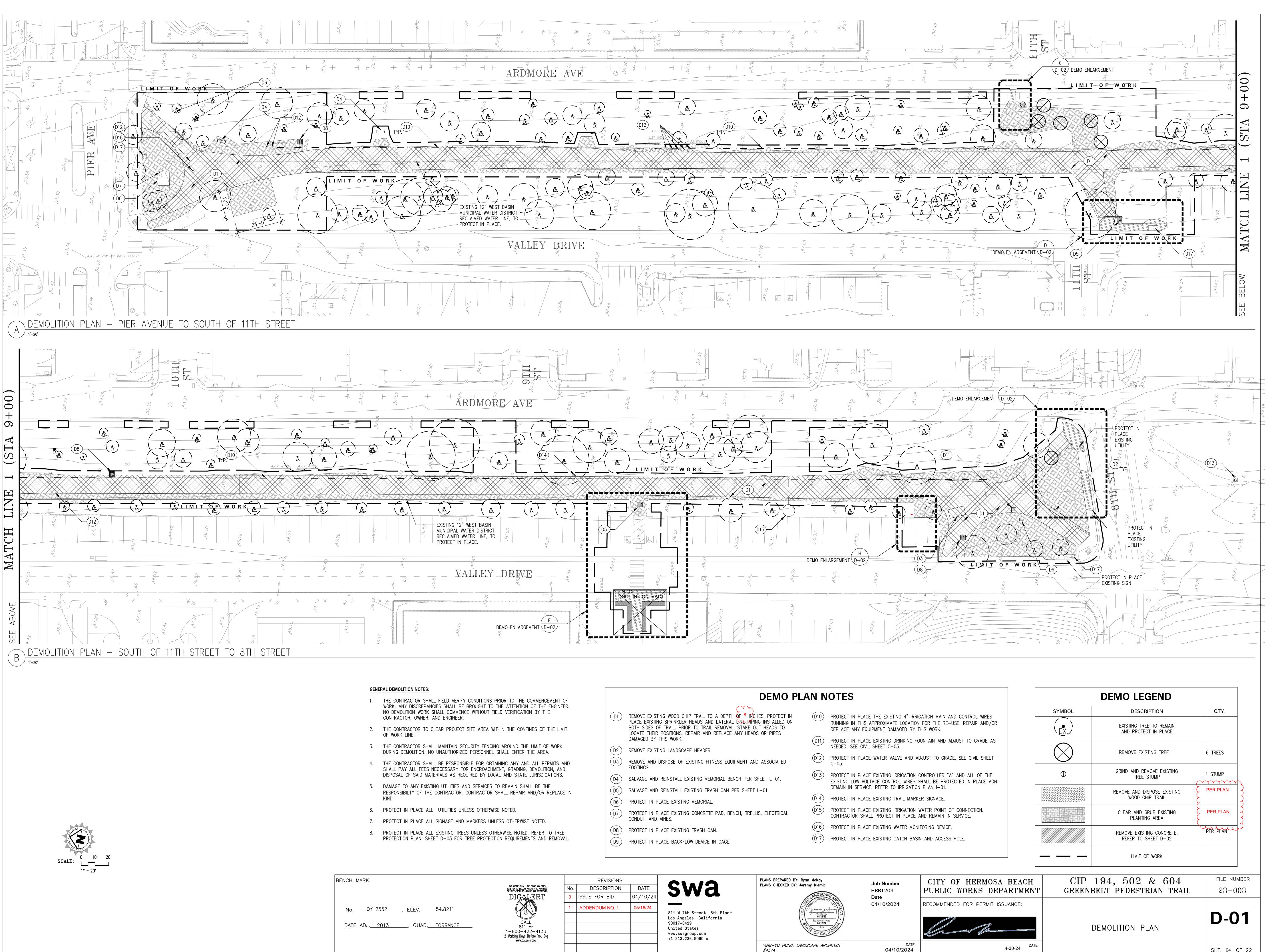
Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature:

PW Registration #:	10000	060111	
State License #:	98	6959	
Contractor Company N	Vame:	SDC Engineering Inc.	

# [REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

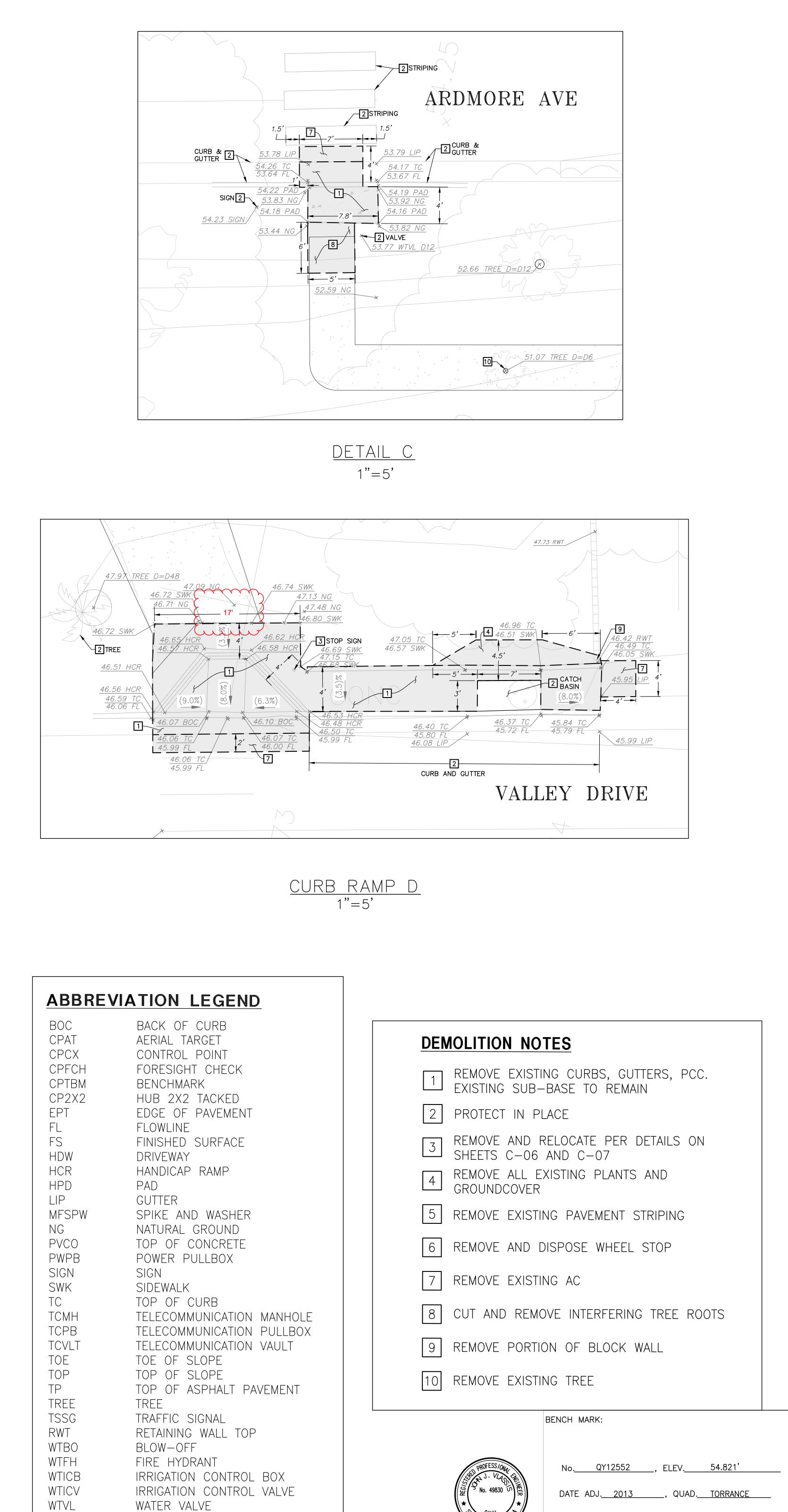


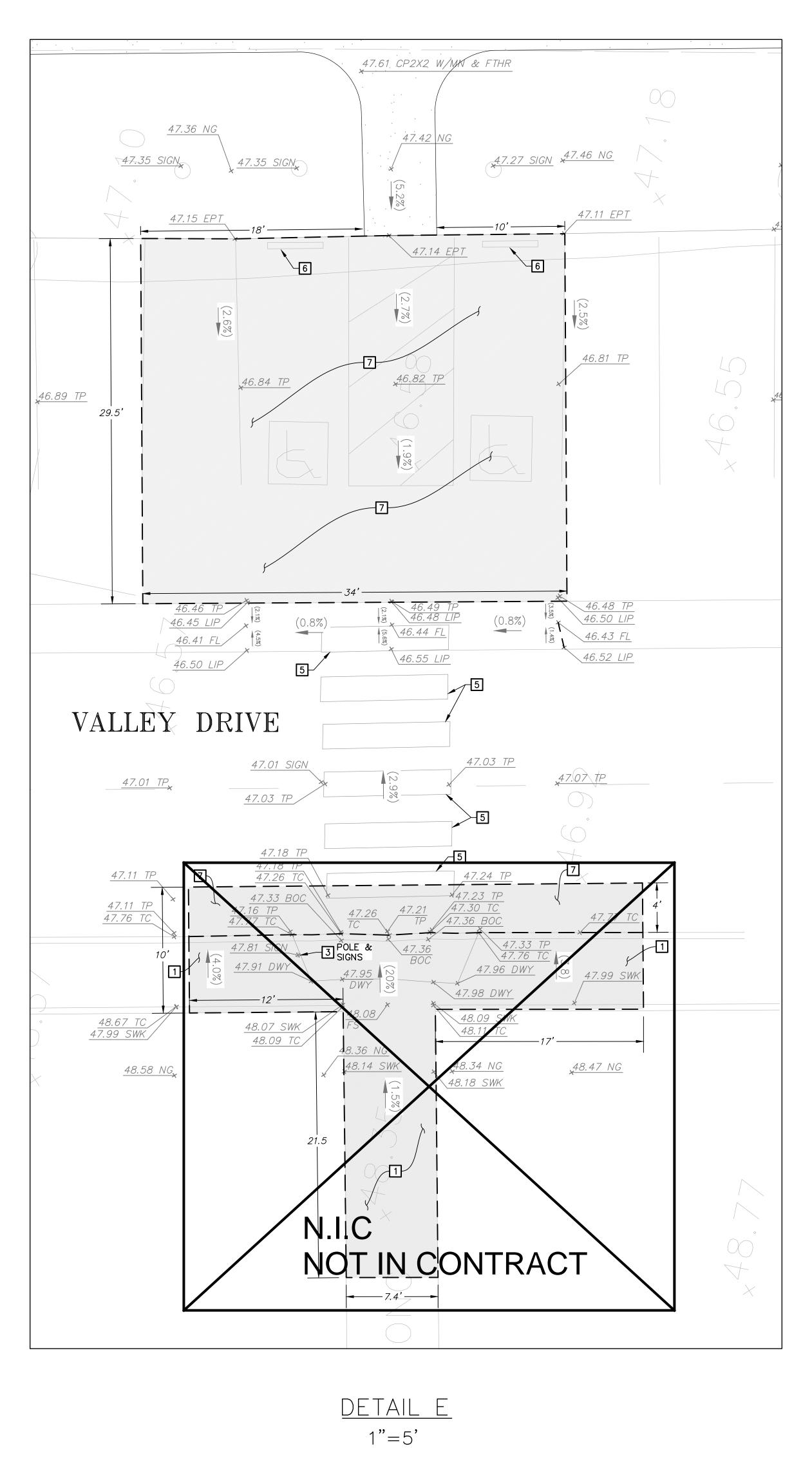


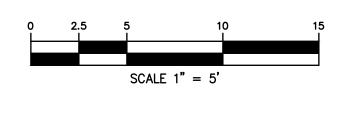
D1	REMOVE PLACE EX BOTH SID LOCATE DAMAGED
D2	REMOVE
D3	REMOVE FOOTINGS
D4	SALVAGE
D5	SALVAGE
D6	PROTECT
D7	PROTECT CONDUIT
<b>D8</b>	PROTECT
D9	PROTECT

BENCH MARK:			REVISIONS	
	NO WORK SHALL BE DONE ON THIS SITE UNTIL BELOW AGENCY IS NOTIFIED OF INTENTION TO GRADE OR EXCAVATE.	No.	DESCRIPTION	DATE
	DIGALERT	0	ISSUE FOR BID	04/10,
No. <u>QY12552</u> , ELEV. <u>54.821</u>		1	ADDENDUM NO. 1	05/16/2
DATE ADJ. 2013 , QUAD. TORRANCE	CALL 811 or 1-800-422-4133 2 Working Days Before You Dig www.callb11.com			

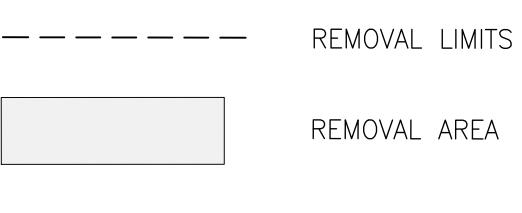
SHT. 04 OF 22





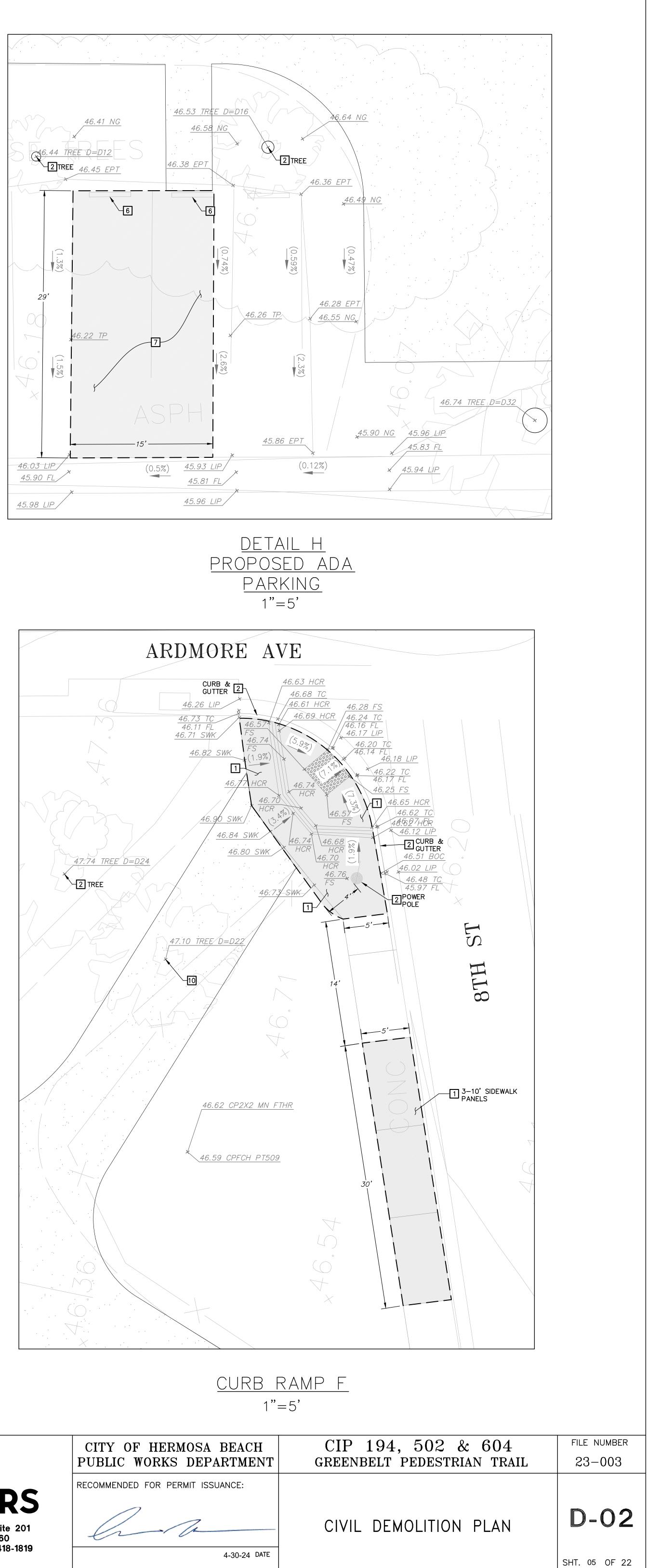


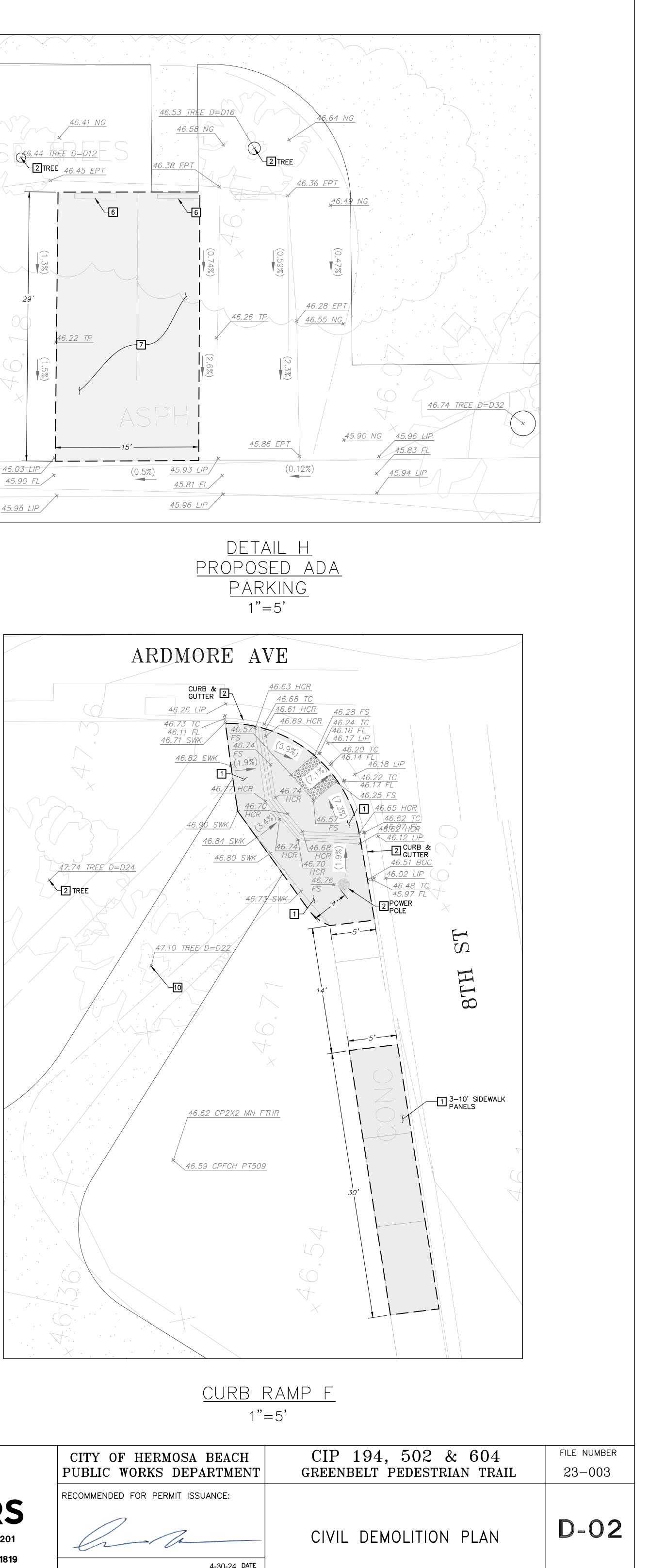
# **DEMOLITION LEGEND**



REMOVAL AREA

			REVISIONS	
	NO WORK SHALL BE DONE ON THIS Site until below agency is notified of intention to grade or excavate.	No.	DESCRIPTION	DATE
	DIGALERT	0	ISSUE FOR BID	04/10/24
_, ELEV54.821'		1	ADDENDUM NO. 1	05/16/24
, QUADTORRANCE	CALL 811 or 1-800-422-4133			
	2 Working Days Before You Dig www.callB11.com			

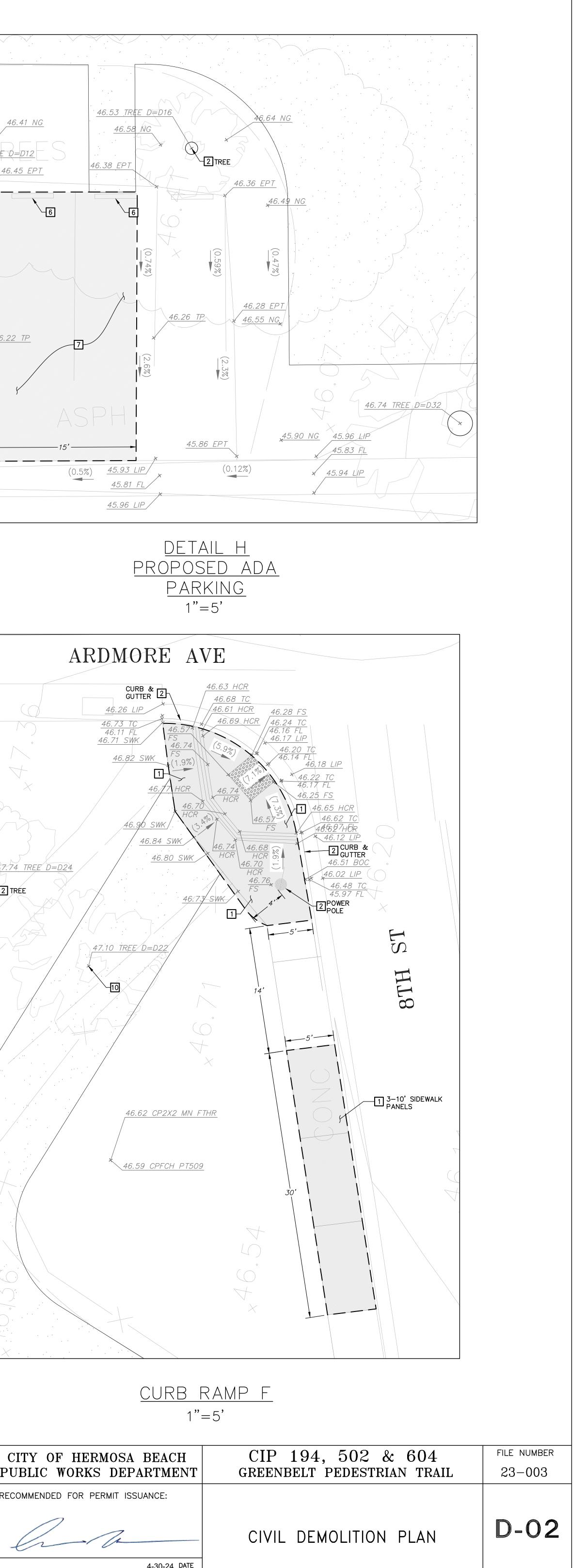




swa 811 W 7th Street, 8th Floor Los Angeles, California 90017-3419 United States www.swagroup.com +1.213.236.9090 o







#### **IV. BID DOCUMENTS**

#### A. PROPOSAL

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

CONTRACTOR:	Cook Development Group, Inc.	Date:	5/21/24	
-------------	------------------------------	-------	---------	--

TO: City of Hermosa Beach Honorable Mayor and Members of the City Council City Hall Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

## CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

The Contractor also certifies that they are registered with the Department of Industrial Relations.

All work shall be completed within 50 working days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

1000668974

PWCR Registration Number

# **B. BID SCHEDULE**

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4		\$
2	101	LF	Remove Existing Curb	7-6.4		\$
3	24	LF	Remove Existing Curb and Gutter	7-6.4		\$
4	780	SF	Remove Existing PCC Sidewalk and Curb Ramp	7-6.4		\$
5	125	SF	Remove Existing Pavement Striping	7-6.4		\$
6	1420	SF	Remove Existing AC Pavement	7-6.4		\$
7	12,755	CF	Remove Existing Wood Chip Trail	7-6.4		\$
8	4,780	SF	Clearing and Grubbing	7-6.5		\$
9	1	LS	Remove Existing Fitness Equipment and Associated Footings	7-6.4	-	\$
10	6	EA	Remove Existing Tree (Including Stump and Roots)	7-6.6		\$
11	1	EA	Remove Existing Stump and Roots	7-6.6		\$
12	62	LF	Construct 6" Curb	7-6.7		\$
13	61	LF	Construct 6" PCC Curb and 24" PCC Gutter	7-6.8		\$
14	700	SF	Construct 4" PCC Sidewalk	7-6.9		\$
15	213	SF	Construct 4" PCC Curb Ramp	7-6.10		\$
16	76	SF	Furnish and Install Detectable Warning Surface	7-6.11		\$
17	1356	SF	Construct AC Pavement	7-6.12		\$
18	2	EA	Relocate Existing Sign and Signpost	7-6.13		\$

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
19	1	EA	Furnish and Install Sign Post	7-6.14		\$
20	10	EA	Furnish and Install Signs	7-6.14		\$
21	1	EA	Install City Furnished RRFB Model System on Existing Post	7-6.15		\$
22	1	EA	Install City Furnished RRFB Model System on New Post	7-6.15		\$
23	16	SF	Construct 4' Ribbon Gutter	7-6.16		\$
24	225	LF	4" ADA Parking Striping	7-6.17		\$
25	3	EA	Handicap Symbol Striping	7-6.17		\$
26	2	EA	"No Parking" Symbol Striping 7-6.17			\$
27	20	LF	Yield Line Striping	7-6.17		\$
28	120	SF	Crosswalk Striping (Continental)	7-6.17		\$
29	2	EA	Furnish and Install Wheel Stop	7-6.18		\$
30	2	EA	Adjust Water Valve to Grade 7-6.19		\$	
31	1	EA	Adjust Backflow System to Grade	7-6.19		\$
32	24,566	SF	Construct Stabilized Decomposed Granite	7-6.20		\$
33	320	LF	Install Flush Redwood Header	7-6.21		\$
34	3,435	LF	Install Concealed Redwood Header	7-6.21		\$
35	2	EA	Salvage and Reinstall Existing Memorial Bench	7-6.22		\$
36	2	EA	Install City Furnished Memorial Bench	7-6.22		\$
37	2	EA	Salvage and Reinstall Existing Trash Can	7-6.22		\$
38	2	EA	Install City Furnished Fitness Equipment Set	7-6.22		\$
39	160	SF	Construct Cast in Place Concrete Paving for Benches	7-6.23		\$
40	12	EA	Install 48" Box Tree	7-6.24		\$
41	14	EA	Install 15 Gallon Shrub	7-6.24		\$
42	249	EA	Install 5 Gallon Shrub	7-6.24		\$
43	22	EA	Install 1 Gallon Shrub	7-6.24		\$

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
44	2,254	SF	Install Sod	7-6.24		\$
45	10,300	SF	Install Hydroseed	7-6.24		\$
46	1	LS	Adjust and Install New Existing Irrigation System	7-6.25	-	\$

#### (Total Bid in Figures)

#### (Total Bid in Words)

Contractor Name: Cook Development Group, Inc.

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

	Dollars, said amount being not
less than ten (10) percent of the amount bid. It is agreed a	portion equal to the difference
between the low bid and second low bid shall be retained as lie	quidated damages by the City if
the undersigned fails or refuses to execute the Contract and	furnish the required bonds and
certificates of insurance within the time provided.	

Contractor Signature:	Ser 60	
PW Registration #:	1000668974	
State License #:	1064949	
Contractor Company Na	me: Cook Development Group, Inc.	

#### C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS. Cook Development Group, Inc. (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS said work being: CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW. THEREFORE. WC. the Contractor. as Principal. and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire . duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of Ten Percent of Total Bid Amount Dollars (\$ 10% of Total Bid Amount ) lawful money of the United States of America, said sum being not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.

IN WITNESS THEREOF, we have hereunto, set our hands and seals this day of May . 2024 .

	Princip	bal	
By	Dean	Cook	_

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of C County of	1	ran	5e	)	
On 5	21	2024	before me,	Cali Yang, Notary Public	
personally		ate ared	Dean	COOK Here Insert Name and Title of the Officer	
			Ver	Name(s) of Signer(s)	

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



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

WITNESS my hand and official seal.

Signature\_

Signature of Notary Public

Place Notary Seal Above

#### OPTIONAL '

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

#### Description of Attached Document

Title or Type of Document:	Document Date:
Number of Pages: Signer(s) Other That	n Named Above:
Capacity(ies) Claimed by Signer(s) Signer's Name:	Signer's Name:
□ Corporate Officer — Title(s): □ Partner — □ Limited □ General	Corporate Officer — Title(s): Partner —  Limited  General
<ul> <li>☐ Individual</li> <li>☐ Attorney in Fact</li> <li>☐ Trustee</li> <li>☐ Guardian or Conservator</li> </ul>	<ul> <li>☐ Individual</li> <li>☐ Attorney in Fact</li> <li>☐ Trustee</li> <li>☐ Guardian or Conservator</li> </ul>
Other: Signer Is Representing:	Other:

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

The Ohio Casualty Insurance Company

Surety

By

Kevin P. Reed, Attorneysin-Fact

Title

Notary Ackno	wledgment
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
STATE OF CALIFORNIA COUNTY OF Orange	
On <u>May 16</u> , 20 24, before me, <u>Jes</u> personally	sica Tinoco Garcia, Notary Public,
appeared Kevin P. Reed	, who proved to me on the basis of satisfactory
evidence to be the person(s) whose name(s) is are subso me that he/she/they executed the same in his her/their signature(s) on the instrument the person(s), or the entity the instrument.	r authorized capacity(ies), and that by his/her/their
I certify under PENALTY OF PERJURY under the paragraph is true and correct.	laws of the State of California that the foregoing
WITNESS my hand and official seal. Jermon June Jelon	JESSICA TINOCO GARCIA Notary Public - California Orange County Commission # 2400291 My Comm. Expires Apr 10, 2026
Signature of Notary Public	Junior and a second second
OPTIO	NAL
Though the information below is not required by la the docu and could prevent fraudulent removal and reat	ment
CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED
Individual	DOCUMENT
" Corporate Officer	
Title(s)	Title or Type of Document
" Partner(s) " Limited	
General	Number of Pages
<ul> <li>Attorney-In-Fact</li> <li>Trustee(s)</li> </ul>	
- Guardían/Conservator	Data of Decomposit
" Oth er:	Date of Document

Signer is representing: Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

.



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: 8208853-969612

# 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 State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Garcia, Kevin P. Reed, Silvia Ortiz, Sonva Silva, Stanley Tutton

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

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 14th day of October 2022





The Ohio Casualty Insurance Company West American Insurance Company

Liberty Mutual Insurance Company

David M. Carey, Assistant Secretary

guar State of PENNSYLVANIA SS County of MONTGOMERY

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residual

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for mortgage, rate, interest r

Not valid f currency

credit

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loan.

e)

flor Power of Attorney (POA) verification inquiries. 10-832-8240 or email HOSUR@libertymutual.com On this 14th day of October , 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio 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 Plymouth Meeting. Pennsylvania, on the day and year first above written

salth of Pennayiwana Teresa Pastella, Notary Public Montgomery County My commission expires March 28, 2025 Commission number 1126044 insolution Association of Nettanies

Teresa Pastella

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 6,0 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 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 p g 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 For bor please instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings. bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to atlach 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 Otic Casually, 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 fulli, 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



#### **D. BIDDER'S ASSURANCE**

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

#### FROM:

Name of Bidder:	Cook Development Group, Inc.
Business Address:	17744 Skypark Circle
7	Irvine, CA 92614
Telephone No:	714-504-5295
CALIFORNIA DE CARGE MARCES CON DESERVO	

TO:

Members of the City Council c/o City Hall City of Hermosa Beach, California

Members of the City Council:

#### Pursuant to your published Notice Inviting Bids for: CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

TITLE: President

#### E. BIDDER'S DECLARATION

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Respectfu	illy submitted,			
Cook De	evelopment Grou	up, Inc.	Sep- 600	A Plesident
Contracto	r's Business Na	me	Contractor Signatur	
17744 Sk	ypark Circle #2	05		
Business .	Address: Street		By	Title
Irvine, C	A 92614		1064949 - A, B	
City Classifica	State	Zip	Contractor's Licens	e No. and
714-504	-5295		5/21/2024	
Business I	Phone Number		Date	
Dean Co	ook - President		17744 Skypark Ci	rcle #205
Name	Ti	tle	Residence: Street	
Irvine, C	A 92614		714-504-5295	
City	State	Zip	Residence Phone N	umber

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.

# F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

FIRM	Cook Development Group, Inc.
TITLE OF PERSON SIGNING	President
SIGNATURE Ser	Food
DATE 5/21/24	

\_\_\_\_\_

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

\_\_\_\_\_

# G. CERTIFICATION OF PRINCIPAL

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature:	et a
Name:	Dean Cook
Title:	President
Name of Company: _	Cook Development Group, Inc.

# H. DECLARATION OF ELIGIBILITY TO CONTRACT [Labor Code Section 1777.1; Public Contract Code Section 6109]

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned, a duly authorized representative of the Contractor, certifies and declares that: 1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not 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. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this \_\_\_\_\_\_ day of \_\_\_\_\_\_ day of \_\_\_\_\_\_ at \_\_\_\_\_ (place of execution),

	, at	(place of exe
California.		
Signature:	2 God	
Name:	Dean Cook	
Title:	President	
Name of Company:	Cook Development Group, Inc.	

# I. NON-COLLUSION DECLARATION

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned declares:

I am the <u>President</u> of <u>Cook Development Group, Inc.</u>, the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on \_\_\_\_\_ [date], at

\_\_\_\_\_[city], \_\_\_\_\_[state].

Cook Development Group, Inc. NAME OF BIDDER

SIGNATURE OF BIDDER

17744 Skypark Circle #205

ADDRESS OF BIDDER

Irvine	CA	92614	
CITY	STATE	ZIP	

#### J. REFERENCES OF WORK

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work within the past five years.

# All contact information must be current.

1	City	of	Riverside

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

2. City of Rialto

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

3. City of Riverside

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

For additional References, please add separate sheets.

NAME OF BIDDER

Cook Development Group, Inc.

SIGNATURE OF BIDDER

DATE\_ 5/21/24

# K. SUBCONTRACTORS LIST

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which 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 legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Address:
DIR Registration NO.
Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:				
Description of Work:					
CSLB Contractor License NO.	DIR Registration NO.				
Phone NO.	Dollar Amount of Work & % of Work				

Address:			
DIR Registration NO.			
Dollar Amount of Work & % of Work			

Sub-Contractors Name:	Address:				
Description of Work:					
CSLB Contractor License NO.	DIR Registration NO.				
Phone NO.	Dollar Amount of Work & % of Work				

Sub-Contractors Name:	Address:				
Description of Work:					
CSLB Contractor License NO.	DIR Registration NO.				
Phone NO.	Dollar Amount of Work & % of Work				

Address:				
DIR Registration NO.				
Dollar Amount of Work & % of Work				

Percent of work to be performed by sub-Contractors: \_\_\_\_\_% (Note: 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

# L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

X The Contractor is not:

- identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:	Jet and
Printed Name:_	Dean Cook
Title:	President
Firm Name:	Cook Development Group, Inc.
Date:	

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

# M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder:	Cook Development Group, Inc.
DIR Registration Number:	1000668974
DIR Registration Expiration:	6/30/2024
Small Project Exemption:	Yes or X No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- 1. Bidder shall maintain current DIR registration for the duration of the project.
- 2. Bidder shall maintain a current DIR registration for the duration of the project.
- 3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- 4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder: Cook Development Group, Inc.

Signature:

Name and Title:

Dean Cook - President

5/21/24

Dated:

If the Project is exempt from the	Contractor registration requirements pursuant to the small project exemption under Labor C	Code
Sections 1725.5 and 1771.1, pleas	ase mark "Yes" in response to "Small Project Exemption."	

# **IV. BID DOCUMENTS**

## A. PROPOSAL

# **CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS**

CONTRACTOR: Gentry General Engineering, Inc. Date: May 20, 2024

TO: City of Hermosa Beach Honorable Mayor and Members of the City Council City Hall Hermosa Beach, California, 90254

Ladies and Gentlemen:

The undersigned declares that he/she has carefully examined the location of the proposed work and that he/she has examined the Plans and Specifications, has read the Contract Documents, and hereby agrees to furnish all labor, materials, equipment, tools, transportation, and services to do all work required for:

# **CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS**

In accordance with the Plans and Specifications prepared by the Engineer, in accordance with the Special Provisions, the Contract Documents, and in accordance with the Standard Specifications for Public Works Construction 2021, Unified Building Code for Construction (current edition) (except Sections 1-9), and the requirements of the Engineer under said documents, for the prices shown herein.

# The Contractor also certifies that they are registered with the Department of Industrial **Relations.**

All work shall be completed within 50 working days from the date the Notice to Proceed is issued by the Engineer.

Contractor Signature

1000024189

PWCR Registration Number



# **ACKNOWLEDGEMENT OF ADDENDUM No. 1**

# <u>CIP 502 – Greenbelt Pedestrian Trail</u> <u>CIP 604 - City Wide ADA Improvements</u> <u>CIP 194 – Annual Striping Improvements</u>

Complete and sign this acknowledgement form. Enclose the original copy of the acknowledgement in your bid. Failure to do so may result in disqualification of your firm's bid.

The undersigned acknowledges receipt of Addendum No. 1 dated May 16, 2024.

Page 11

5

ATTEST: Principal: Address: By: Title:

Brenta ~
Gentry General Engineering, Inc
320 W. Tropica Rancho Road Colton, CA 92324
Brenton Gentry
President



# **ADDENDUM NO. 1 – ATTACHMENT 1**

# **B. BID SCHEDULE**

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
1	1	LS	Mobilization and Demobilization (5% max. of total bid schedule cost)	7-3.4	45,000.00 _	\$45,000.00
2	32	LF	Remove Existing Curb	7-6.4	27.00	\$ 864.00
3	15	LF	Remove Existing Curb and Gutter	7-6.4	52.00	\$ 780.00
4	680	SF	Remove Existing PCC Sidewalk and Curb Ramp	7-6.4	10.75	\$ 7,310.00
5	125	SF	Remove Existing Pavement Striping	7-6.4	44.00	\$ 5,500.00
6	1,502	SF	Remove Existing AC Pavement	7-6.4	13.00	\$19,526.00
7	17,553	CF	Remove Existing Wood Chip Trail	7-6.4	8.00	\$140,424.00
8	14,485	SF	Clearing and Grubbing	7-6.5	9.00	\$130,365.00
9	1	LS	Remove Existing Fitness Equipment and Associated Footings	7-6.4	1,280.00	\$ 1,280.00
10	6	EA	Remove Existing Tree (Including Stump and Roots)	7-6.6	1,600.00	\$ 9,600.00
11	1	EA	Remove Existing Stump and Roots	7-6.6	719.00	\$719.00
12	56	LF	Construct 6" Curb	7-6.7	40.00	\$2,240.00
13	24	LF	Construct 6" PCC Curb and 24" PCC Gutter	7-6.8	41.00	\$ 984.00
14	550	SF	Construct 4" PCC Sidewalk	7-6.9	8.60	\$4,730.00
15	169	SF	Construct 4" PCC Curb Ramp	7-6.10	19.00	\$ 3,211.00
16	87	SF	Furnish and Install Detectable Warning Surface	7-6.11	99.00	\$ 8,613.00

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
17	1502	SF	Construct AC Pavement	7-6.12	20.00	\$ 30,040.00
18	2	EA	Relocate Existing Sign and Signpost	7-6.13	467.00	\$ 934.00
19	1	EA	Furnish and Install Sign Post	7-6.14	941.00	\$941.00
20	10	EA	Furnish and Install Signs	7-6.14	311.00	\$ 3,110.00
21	1	EA	Install City Furnished RRFB Model System on Existing Post	7-6.15	4,200.00	\$ <sup>4,200.00</sup>
22	1	EA	Install City Furnished RRFB Model System on New Post	7-6.15	12,700.00	\$ 12,700.00
<del>23</del>	θ	<del>SF</del>	Construct 4' Ribbon Gutter	<del>7-6.16</del>		<del>\$</del>
24	232	LF	4" ADA Parking Striping	7-6.17	25.00	\$ 5,800.00
25	3	EA	International Symbol of Access Pavement Marking	7-6.17	479.00	\$ 1,437.00
26	2	EA	"No Parking" Pavement Marking	7-6.17	431.00	\$862.00
27	20	LF	Yield Line Pavement Marking	7-6.17	48.00	\$ 960.00
28	120	SF	Crosswalk Pavement Marking (Continental)	7-6.17	40.00	\$4,800.00
29	3	EA	Furnish and Install Wheel Stop	7-6.18	347.00	\$ 1,041.00
30	12	EA	Adjust Water Valve to Grade	7-6.19	861.00	\$ 10,332.00
31	1	EA	Adjust Backflow System to Grade	7-6.19	7,400.00	\$7,400.00
32	24,566	SF	Construct Stabilized Decomposed Granite	7-6.20	8.00	\$196,528.00
33	346	LF	Install Flush Redwood Header	7-6.21	6.00	\$ 2,076.00
34	3,435	LF	Install Concealed Redwood Header	7-6.21	6.25	\$21,468.75
35	2	EA	Salvage and Reinstall Existing Memorial Bench	7-6.22	1,200.00	\$2,400.00
36	2	EA	Install City Furnished Memorial Bench	7-6.22	862.00	\$ 1,724.00
37	2	EA	Salvage and Reinstall Existing Trash Can	7-6.22	1,200.00	\$ 2,400.00
38	2	EA	Install City Furnished Fitness Equipment Set	7-6.22	8,200.00	\$16,400.00
39	160	SF	Construct Cast in Place Concrete Paving for Benches	7-6.23	36.00	\$ 5,760.00

Item No.	Estimated Quantity	Unit	Description of Work	Payment Reference	Unit Price	Total
40	12	EA	Install 48" Box Tree	7-6.24	3,600.00	\$ 43,200.00
41	14	EA	Install 15 Gallon Shrub	7-6.24	158.00	\$ 2,212.00
42	392	EA	Install 5 Gallon Shrub	7-6.24	52.00	\$20,384.00
43	22	EA	Install 1 Gallon Shrub	7-6.24	19.00	\$ 418.00
44	2,254	SF	Install Sod	7-6.24	4.00	\$ 9,016.00
45	12,324	SF	Install Hydroseed	7-6.24	2.00	\$ 24,648.00
46	1	LS	Adjust and Install New Existing Irrigation System	7-6.25	131,000.00	\$131,000.00
47	4	EA	Remove Existing Wheel Stops	7-6.4	445.00	\$ 1,780.00
48	1	EA	Adjust Existing Water Fountain to Grade	7-6.19	6,700.00	\$ 6,700.00
49	18	CF	Unclassified Excavation	7-6.4	103.00	\$ 1,854.00
50	915	SF	Provide Soil and Fill 2" Below Top of Curb	7-6.24	6.60	\$ 6,039.00

# (Total Bid in Figures) \$961, 710.75

#### (Total Bid in Words) Nine hundred sixty-one thousand seven hundred ten dollars and seventy-five cents

# Contractor Name: Gentry General Engineering, Inc

In case of any discrepancy between the words and the figures, the words shall prevail. If the unit price and the total amount for any item are not in agreement, the unit price alone shall be considered to represent the Bidder's intention and all totals will be corrected to conform thereto. Attached hereto is cash, a certified check, a cashier's check, or a Bidder's bond in the amount of

10% Dollars, said amount being not less than ten (10) percent of the amount bid. It is agreed a portion equal to the difference between the low bid and second low bid shall be retained as liquidated damages by the City if the undersigned fails or refuses to execute the Contract and furnish the required bonds and certificates of insurance within the time provided.

Contractor Signature:

nent -

PW Registration #:	000024189	
State License #:	974279	
Contractor Company Na	me: Gentry General Engineering, Inc	

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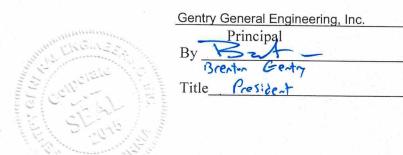
#### C. BID BOND

#### KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, <u>Gentry General Engineering, Inc.</u>, (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS** said work being: **CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS** as shown in this specification, and in compliance with the specifications therefore under an invitation of said City contained in a notice or advertisement for bids or proposals.

NOW. THEREFORE, we. the Contractor, Principal. as and The Ohio Casualty Insurance Company a corporation organized and existing under the laws of the State of New Hampshire , duly authorized to transact business under the laws of the State of California as Surety, are held and firmly bound unto the City of Hermosa Beach, as Obligee, in the sum of Ten Percent of the Amount Bid ) lawful money of the United States of America, said sum being Dollars (\$10% not less than ten percent (10%) of the bid amount for the payment of which sum well and truly to be made, the said Principal, and said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT: If the bid of the said Principal is rejected by the said Obligee; or if the said Obligee shall accept the bid of the said Principal and said Principal shall enter into an Agreement with said Obligee in accordance with the terms of the bid, and shall give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Agreement and for the prompt payment of labor and material furnished in the prosecution thereof; or in the event of the failure of said Principal to enter such Agreement and give such bond or bonds, if said Principal shall pay to said Obligee the difference not to exceed the penalty thereof between the amount specified in said bid and such larger amount for which said Obligee may in good faith Contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. In case suit is brought upon this bond, the court shall fix and award and the surety shall pay, in addition to the face amount hereof, costs and reasonable attorney's fees incurred by the City of Hermosa Beach in successfully enforcing said obligation.





The Ohio Casualty Insurance	e Company
Surety	
By Dwight Reilly	
Attorney-in-Fact	
Title	

ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California San Bernardino before me, \_\_\_\_\_Andrea Scarbrough, Notary Public On M (insert name and title of the officer) **Brenton Gentry** personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. ANDREA NICOLE SCARBROUGH Notary Public - California WITNESS my hand and official seal. San Bernardino County Commission # 2397494 My Comm. Expires Mar 17, 2026 Signature (Seal)

Notary Acknowledgment			
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.			
STATE OF CALIFORNIA COUNTY OF <u>Orange</u>			
On <u>May 17th</u> , 20 <u>24</u> , before me, <u>Melissa Ann Vaccaro</u> , Notary Public, personally			
appeared, who proved to me on the basis of satisfactory			
evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.			
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.			
WITNESS my hand and official seal.			
Signature of Notary Public My comm. Expires May 12, 2026			
OPTIONAL			
Though the information below is not required by law, it may prove valuable to persons relying on the document			
and could prevent fraudulent removal and reattachment of this form to another document.			
CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTACHED			
" Individual DOCUMENT			
" Corporate Officer			
Bid Bond			
Title(s) Title or Type of Document			
" Partner(s) " Limited Four (4)			
" General Number of Pages			
X Attorney-In-Fact			
<ul> <li>Trustee(s)</li> <li>Guardian/Conservator</li> <li>Date of Document</li> </ul>			
Oth er: Date of Document			

Signer is representing: Name Of Person(s) Or Entity(ies)

The Ohio Casualty Insurance Company

Signer(s) Other Than Named Above



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: 8209029-969561

#### 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 State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, <u>Arturo</u> Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong;

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

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this \_21st \_ day of \_ November \_ , 2023 .

1	Liberty Mutual Insurance Company The Ohio Casualty Insurance Company				
	S (Saroa) 4 West American Insurance Company				
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nto	By and the second stand of the second stand of the second stand stand the second stand st	ries			
of credit,	State of PENNSYLVANIA County of MONTGOMERY ss	n inqu			
tter of c	On this <u>21st</u> day of <u>November</u> . <u>2023</u> before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio 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.	erificatio @libertvi			
el le	IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.	22			
Not valid for mortgage, note, loan, letter of currency rate, interest rate or residual value.	State of PENNSYLVANIA State of PENNSYLVANIA County of MONTGOMERY State of PENNSYLVANIA Network State of PENNSYLVANIA State	email HOS			
ge,	Member Penny/vania Association of Notaries Teresa Pastella, Notary Public	NI			
rtga	This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casually Insurance Company, Liberty Mutual	240			
om u	Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:	2-8-C			
for	ARTICLE IV – OFFICERS: Section 12. Power of Attorney.	-83			
S III	President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make execute seal achoeved and delivere a may be	610			
t va	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 🛪				
No	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 authority granted to any representative or attorney-in-fact under the				
	ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.	a			
	Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings,	- 1			
	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 oursuant to the Rylaws of the Company, authorized David M. Corpy, Assistant Sources to available to the Sources of the Company authorized David M. Corpy, Assistant Sources of the C				
	fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surely any and all undertakings, bonds, recognizances and other surely 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'	IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May . 2024				
1. X.					



of chilly he By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LINIC OCIC WAIC Multi Co 02/21

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#### **D. BIDDER'S ASSURANCE**

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

#### FROM:

Name of Bidder:	Gentry General Engineering, Inc.	
Business Address:	320 W. Tropica Rancho Rd.	
Colton CA 92324		
Telephone No:	909.330.1128	

TO:

Members of the City Council c/o City Hall City of Hermosa Beach, California

Members of the City Council:

#### Pursuant to your published Notice Inviting Bids for: CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, AND CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned declares that he/she has carefully examined the location of the proposed work; that he/she has carefully examined the Plans and Specifications, and read the accompanying Instructions to Bidders and hereby proposes to furnish all materials, machinery, tools, labor, and services and do all the work necessary to complete the project in accordance with said Plans and Specifications and other Contract Documents at the item prices on the bidding schedule.

BY: Brenton Gentry

TITLE: President/CEO

### **E. BIDDER'S DECLARATION**

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

It is understood and agreed that:

1. The undersigned has carefully examined all documents which will form a part of the Contract; namely, the Notice Inviting Bids, the Instructions to Bidders, this Proposal, the Bid Bond, the Contract, the Faithful Performance Bond, Warranty Bond, the Payment Bond, the federal requirements, if any, the Plans and Specifications, the Special Provisions, and the Technical Provisions.

2. The undersigned has, by investigation at the site of the work and otherwise, satisfied himself as to the nature and location of the work and fully informed himself as to all conditions and matters, which can in any way affect the work or the cost thereof.

3. The undersigned fully understands the scope of work and has checked carefully all words and figures inserted in this Proposal and he further understands that the City will not be responsible for any errors or omissions in the preparation of the Proposal.

4. The undersigned agrees and acknowledges that he is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that the undersigned will comply with such provisions before commencing the performance of the Contract if it is awarded to the undersigned.

The undersigned will execute the Contract and furnish the required statutory bonds and certificates of insurance within the period of time specified in the Contract Documents.

The undersigned will begin work after award of Contract and a Notice to Proceed has been given as herein specified and will complete said work within the time specified in the Bidding Schedule.

5. The undersigned certifies that this Proposal is genuine and not sham or collusive, or made in the interest or on behalf of a person not herein named, and the undersigned has not directly or indirectly induced or solicited any other Bidder to put in a sham bid nor induced any other person, firm, or corporation to refrain from bidding.

6. The undersigned will accept an award and enter into a Contract for all work scheduled herein on which he puts in a bid. The awards for such work are to be entirely at the discretion of the Owner after evaluation of the bids as submitted. The undersigned agrees that the Owner shall recover or retain as liquidated damages an amount equal to the difference between the low bid and amount of the bid of the Bidder with whom the City enters into a Contract, and the surplus, if any, shall be returned to the lowest Bidder in accordance with the provisions of the Public Contract Code section 20174 in the event of his failure to execute a Contract and furnish required bonds and insurance therefor within the time provided.

7. This bid will not be withdrawn within a period of ninety (90) days after the date of its proper opening by the City.

8. The undersigned Bidder stated under penalty of perjury that the representations made in submitting this bid are, to the best of his/her knowledge, true, accurate, and complete.

Gentry Ge	neral Engine	ering, Inc.	Brate ~	President/CEO
Contractor's	Business Nat	ne	Contractor Signature	Title
320 W Tropica Rancho Rd.			Brenton Gentry	President/CEO
Business Ac	ddress: Street		Ву	Title
Colton	CA	92324	#974279 Class A	
City Classificatio	State on	Zip	Contractor's License N	o. and
909.330.1128		May 20, 2024		
Business Phone Number		Date		
Brenton G	entry P	resident/CEO	13435 Arrow Blvd. Fo	ontana CA
Name	Ti	tle	Residence: Street	
Colton	CA	92324	909.330.1128	
City	State	Zip	Residence Phone Num	ber

Note: If the bid is made by an individual, it must be signed with the full name of the Bidder, whose address must be given: if it is made by a firm, it must be signed in the co-partnership's name by a general partner thereof, who shall also sign his or her own name, and the name and full address of each member must be given; and if it is made by a corporation, it must be signed by a properly authorized officer, the corporate name shall be set forth, and the corporate seal shall be affixed.



Respectfully submitted,

ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California San Bernardino on MAY 20, 2024 before me, Andrea Scarbrough, Notary Public (insert name and title of the officer) **Brenton Gentry** personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. ANDREA NICOLE SCARBROUGH Notary Public - California WITNESS my hand and official seal. San Bernardino County Commission # 2397494 My Comm. Expires Mar 17, 2026 Signature (Seal)

#### F. CERTIFICATE OF NON-DISCRIMINATION BY CONTRACTORS

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

As suppliers of goods or services to the City, the firm listed below certifies that it does not discriminate in its employment with regard to race, color, religion, sex, or national origin; that it is in compliance with all applicable federal, state, and local directives, and executive orders regarding non-discrimination in employment; and that it agrees to pursue positively and aggressively the principle of equal opportunity in employment.

We agree specifically:

1. To establish or observe employment policies which affirmatively promote opportunities for minority persons at all job levels.

2. To communicate this policy to all persons concerned, including all company employees, outside recruiting services, especially those serving minority communities, and to the minority communities at large.

3. To take affirmative steps to hire minority employees within the company.

\_\_\_\_\_

FIRM Gentry General Engineering, Inc.

TITLE OF PERSON SIGNING President/CEO

SIGNATURE \_\_\_\_\_

DATE May 20, 2024

Please include any additional information available regarding equal opportunity employment programs now in effect within your company:

### G. CERTIFICATION OF PRINCIPAL

### CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Contract. (Section 1861, Labor Code.)

Signature:
Name: Brenton Gentry
Title: President/CEO
Name of Company: Gentry General Engineering, Inc.

# H. DECLARATION OF ELIGIBILITY TO CONTRACT [Labor Code Section 1777.1; Public Contract Code Section 6109]

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned, a duly authorized representative of the Contractor, certifies and declares that: 1. The undersigned Contractor is aware of Section 1771.1 and 1777.7 of the California Labor Code, which prohibit a Contractor or subcontractor who has been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a subcontractor on a public works project for specified periods of time.

2. The undersigned Contractor is not ineligible to bid on, be awarded or perform work as a subcontractor on a public works project by virtue of the foregoing provisions of Sections 1771.1 or 1777.7 of the California Labor Code or any other provision of law.

3. The undersigned Contractor is aware of California Public Contract Code Section 6109, which states:

"(a) A public entity, as defined in Section 1100 [of the Public Contract Code], may not 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. Every public works project shall contain a provision prohibiting a Contractor from performing work on a public works project with a subcontractor who is ineligible to perform work on the public works project pursuant to Section 1771.1 or 1777.7 of the Labor Code."

"(b) Any Contract on a public works project entered into between a Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works Contract, and any public money that may have been paid to a debarred subcontractor by a Contractor on the project shall be returned to the awarding body. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project."

4. The undersigned Contractor has investigated the eligibility of each and every subcontractor the undersigned Contractor intends to use on this public works project, and determined that none of them is ineligible to perform work as a subcontractor on a public works project by virtue of the foregoing provisions of the Public Contract Code, Sections 1771.1 or 1777.7 of the Labor Code, or any other provision of law.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 20th day of May

, at <u>Colton</u> (place of execution),

California.

Signature:		
Name: Brenton Gentry		
Title: President/CEO		
Name of Company: Gentry General Engineering, Inc.		

ACKNOWLEDGMENT A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California San Bernardino before me, Andrea Scarbrough, Notary Public On MAV 20 (insert name and title of the officer) **Brenton Gentry** personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. ANDREA NICOLE SCARBROUGH Notary Public - California WITNESS my hand and official seal. San Bernardino County Commission # 2397494 My Comm. Expires Mar 17, 2026 Signature (Seal)

#### I. NON-COLLUSION DECLARATION

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

The undersigned declares:

I am the President/CEO	of Gentry General Engineering, Inc.	_, the party making
the foregoing Bid.		

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on <u>May 20, 204</u> [date], at <u>Colton</u> [city], <u>California</u> [state].

Gentry General Engineering, Inc. NAME OF BIDDER

SIGNATURE OF BIDDER

320 W Tropica Rancho Rd.

ADDRESS OF BIDDER

Colotn	CA	92324
CITY	STATE	ZIP

ACKNOWLEDG	MENT
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.	
State of California County of San Bernardino)	
	ea Scarbrough, Notary Public Isert name and title of the officer)
personally appeared Brenton Gentry who proved to me on the basis of satisfactory evidence subscribed to the within instrument and acknowledged his/her/their authorized capacity(ies), and that by his/he person(\$), or the entity upon behalf of which the person I certify under PENALTY OF PERJURY under the laws	to me that he/she/they executed the sam er/their signature(s) on the instrument the n(s) acted, executed the instrument.
paragraph is true and correct.	ANDREA NICOLE SCARBROUGH Notary Public - California San Bernardino County Commission # 2397494 My Comm. Expires Mar 17, 2026
Signature (Se	eal)

#### J. REFERENCES OF WORK

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

Provide names, addresses, phone numbers and email addresses for at least three public agencies for which Bidder has performed similar work within the past five years.

#### All contact information must be current.

1. Please see attached

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders

2.\_\_\_\_\_

Name and Address of Public Agency

Name and Telephone Number of Public Agency's Project Manager

Name and Detailed Description of Project

Original Contract Amount

Original Date of Completion

Final Contract Amount

Final Date of Completion

Number of Change Orders \_\_\_\_\_

3	
Name and Address of Public Agency	
Name and Telephone Number of Public A	gency's Project Manager
Name and Detailed Description of Project	
Original Contract Amount	Original Date of Completion
Final Contract Amount	Final Date of Completion
Number of Change Orders	
For additional Deferences place add so	novoto shaata

For additional References, please add separate sheets.

NAME OF BIDDER

Gentry General Engineering, Inc.

SIGNATURE OF BIDDER

DATE May 20, 2024



# **Prior Projects**

2013 – \$34,500.00 City of Fontana Damaged Street/Sidewalk Asphalt & Concrete R&R 8353 Sierra Ave Fontana, Ca 92335 Jason Jojola: No Email Address 909.350.6636

2014 – \$30,000.00 City of Rancho Cucamonga Solar Shade Structure 8794 Lion St. Rancho Cucamonga, Ca 91730 909.477.2730 (No Email Address)

2015 – \$495,000 City of Whittier Fire Loop/Fire Sprinkler Repair 9401Painter Ave Whittier, Ca 90605 Karla Embry: <u>Karla.Embry@WUHSD.org</u> 562.332.9303

2015 – \$41,000 City of Glendora Water Improvement 116 E. Foothill Blvd. Glendora, Ca 91741 Carlos Cigneros: No Email Address 626.786.1285 2016 – \$504,420 City of Baldwin Park Alleyway Street/Sidewalk Asphalt & Concrete R&R 14403 Pacific Ave Baldwin Park, Ca 91706 Chase Fidler: <u>CFidler@baldwinPark.com</u> 626.960.4011

2016 – \$619,075 City of Bloomington ADA Ramp – Repair/Maintenance/Replaced 825 E. 3<sup>rd</sup> Street San Bernardino, CA 92415 Haile Ford: <u>HFord@DPW.SBCount.gov</u> 909.387.7936

2016 – \$173,604 City of Montclair Alleyway Street/Sidewalk Asphalt & Concrete 5111 Benito St Montclair, Ca 91763 Steve Stanton: <u>SStanton@CityofMontclair.org</u> 909.625.9444

2017 – \$325,000 City of Upland Damaged Street/Sidewalk Asphalt & Concrete R&R 1370 North Benson Ave Upland, Ca 91785 Tony Trejo: <u>TTrejo@CI.Upland.Ca.Us</u> 909.631.3918 2017 – \$624,688 Santa Ana Repair Maintenance/Replaced Damaged Street/Sidewalk Asphalt & Concrete R&R 20 Civic Center Plaza Santa Ana, Ca 92701 Victor So: <u>Vso@Santa-Ana.org</u> 714.647.5076

2017 – \$694,000 City of Corona Miscellaneous Concrete Repair 400 S. Vicentia Ave, Ste. 210 Corona, Ca 92882 Barry Ghaemi: <u>Barry.Ghaemi@Coronaca.gov</u> 951.739.4961

2017 – \$30,000 City of San Diego Demo/Backfill/Compact Existing Vault Location 422 W. Washington St. San Diego, Ca 92103 Matt Cavan: <u>MCavan@HARCOInc.Us</u> 951.684.1909

2018 – \$1.2 Million City of Torrance Damaged Street/Sidewalk Asphalt & Concrete R&R 20500 Madrona Ave Torrance, Ca 90503 Shin Furukawa: <u>SFurukawa@TorranceCa.gov</u> 310.618.3073 2018 – \$547,950 City of Pasadena Miscellaneous Concrete Repair 100 Garfield Ave Pasadena, Ca 91101 Morley Saralya: <u>MSaralya@CityofPasadena.net</u> 626.744.3703

2018 – \$2.2 Million City of Torrance Downtown Torrance Active Transportation Improvements 20500 Madrona Ave Torrance, Ca 90503 Justin Gatza: JGatza@TorranceCa.gov 310.618.3032

2019 – \$288,974 City of Barstow Water Treatment Plant Dewatering Pad & Wall 2200 Riverside Dr. Barstow, Ca 92311 Kody Topkins: <u>KTopkins@BarstowCa.gov</u> 760.252.2538

2019 - \$544,342 Torrance Unified School District Anza, Arnold and Hickory ES Site Drainage 21400 Ellinwood Dr Torrance, CA 90503 Joe Winterburn: <u>jwinterburn@balfourbeattyus.com</u> (949) 502-4000

2019 - \$714,000 City of Hermosa Beach 8<sup>th</sup> Street Improvements Project 8<sup>th</sup> Street Hermosa Beach, CA 90254 Reed Salan: <u>rsalan@hermosabch.org</u> (310) 318-0229 2019 - \$267,000 Costa Mesa Sanitary District Indus Sewer Main Replacement 20122 Santa Ana Ave Newport Beach, CA 92660 Rob Hamers: <u>rhamers@robhamers.com</u> (949) 548-1192

2019 - \$285,744 City of Fullerton Curb/Gutter and Sidewalk Reconstruction Fullerton, CA 92831 Jose Medina: josem@cityoffullerton.com (714) 738-6863

2019 - \$141,312 (\$139,573 original bid; work limits increased) City of Irvine Ranch Park Bike Trail Rehabilitation Irvine, CA 92618 Anthony Caraveo: <u>acaraveo@cityofirvine.org</u> (949) 724-7365

2019 - \$644,763 City of Thousand Oaks Concrete Replacement and Sidewalk Repair Program Thousand Oaks, CA 91320 Michelle McCarty: <u>mmccarty@toaks.org</u> (805) 449-2477

2019 - \$14,800.00 Whittier Unified School District (Whittier CHS) Refurbish Long Jump Pits 9401 S. Painter Ave., Whittier, CA 90605 Danny True – Danny.true@wuhsd.org (562) 237-0795 2019 - \$210,000 Lynwood Middle School (USD) Storm Drain Improvements 11321 Bullis Road Lynwood, CA 90262 Manuel Jaramillo: <u>Mjaramillo@delterra.com</u> (323)447-0996

2020 - \$1,369,000 City of Torrance Sidewalk Repair for Handicap Accessibility Torrance, CA 90505 Shin Furukawa: <u>sfurukawa@torranceca.gov</u> (310) 781-6900

2020 - \$19,546 City of Fontana San Bernardino at Cypress Driveway Improvements Fontana, CA 92335 Christopher Smethurst: <u>csmethurst@fontana.org</u> (909) 350-6649

2020 - \$158,338 (\$149,835 original bid; additional grading work performed) City of Walnut Butterfield Park Trail Rehabilitation 21201 La Puente Rd Walnut, CA 91789 Tony Lopez: <u>tlopez@rkagroup.com</u> (909) 594-9702 2020 - \$29,820 City of Irwindale Peppertree Bus Shelter Removal and Foothill Column 5050 N Irwindale Ave Irwindale, CA 91706 Elizabeth Rodriguez – erodriguez@irwindaleca.gov (626) 430-2211

2020 - \$5,565 City of Irwindale Arrow Bus Shelter Roof Repair 5050 N Irwindale Ave Irwindale, CA 91706 Elizabeth Rodriguez – <u>erodriguez@irwindaleca.gov</u> (626) 430-2211

2021 - \$22,000 Whittier Unified School District Collapsed Storm Drain Repair 9401 S. Painter Ave., Whittier, CA 90605 Danny True – Danny.true@wuhsd.org (562) 237-0795

2021 - \$29,999 Costa Mesa Sanitary District Manhole Surface Repairs Phase 7 290 Paularino Ave Costa Mesa, CA 92626 Michael Benesh – <u>mlbenesh@robhamers.com</u> (949) 548-1192 2021 - \$366,732 City of Laguna Beach Zones 2 and 3 Street Concrete Improvements 505 Forest Ave Laguna Beach, CA 92651 Alpha Santos-Guinto – <u>asantos@lagunabeachcity.net</u> (949) 497-0729

2021 – \$221,318 (\$211,965 original bid; extra work added) City of Laguna Beach Ramona Alley Decorative Paving Replacement 505 Forest Ave Laguna Beach, CA 92651 Alpha Santos-Guinto – <u>asantos@lagunabeachcity.net</u> (949) 497-0729

2021 - \$198,420 Chino Valley Unified School District Briggs K-8 Waterline Upgrades 11880 Roswell Ave Chino, CA 91710 Sam Sousa – <u>sam sousa@chino.k12.ca.us</u> (909) 628-1201 x1490

2021 - \$125,400 Torrance Unified School District Seaside Elementary Site Drainage Improvement 2335 Plaza Del Amo Torrance, CA 90501 Ryan Palmer – Palmer.ryan@tusd.org (310) 972-6240 2021 - \$252,796 City of Rancho Cucamonga Citywide Concrete Repair 10500 Civic Center Dr Rancho Cucamonga, CA 91730 Ernie Ruiz – <u>Ernie.ruiz@cityofrc.us</u> (909) 774-4108

2021 - \$41,750 State of California Moro State Deck and ADA Access 715 P Street Sacramento, CA 94296 Michelle Humphrey – <u>Michelle.humphrey@parks.ca.gov</u> (949) 366-8533

2021 - \$1,924,055 City of Anaheim Alley Sanitary Sewer Improvement 200 S Anaheim Blvd Anaheim, CA 92805 Scott Yanagihara — <u>syanagihara@anaheim.net</u> (714) 231-4696

2022 - \$9,010,551 (\$8,449,000 original bid; plans/specs revised post-award) State of California Doheny State Beach Projects A, B and C 715 P Street Sacramento, CA 95832 Ryan McBride – <u>rmcbride@4leafinc.com</u> (714) 833-1792 2022 - \$88,066 Cucamonga Valley Water District Nitrate Facility Retaining Wall 10440 Ashford St Rancho Cucamonga, CA 91730 Tyler Bui – <u>tylerbui@cvwdwater.com</u> (909) 483-7455

2022 - \$148,029 County of San Bernardino Laurel Ave/Randall Ave Drainage Improvement 825 E 3<sup>rd</sup> St San Bernardino, CA 92415 Carlos Seanez – <u>carlos.seanez@dpw.sbcounty.gov</u> (909) 486-0227

2022 – \$98,050 City of Laguna Beach Citywide Guardrails 505 Forest Ave Laguna Beach, CA 92651 Alpha Santos-Guinto – <u>asantos@lagunabeachcity.net</u> (949) 497-0729

2022 - \$121,318 (\$111,000 original bid; work limits extended) City of Orange Chapman Ave Alley Improvement 300 E Chapman Ave Orange, CA 92866 Karl Schmidt – <u>kschmidt@cityoforange.org</u> (714) 744-5562 2022 - \$1,085,610.50 City of Torrance Citywide Sidewalk Repair for Disabled Accessibility 3031 Torrance Blvd Torrance, CA 90503 Marc Simons – <u>msimons@torranceca.gov</u> (424) 399-3193

2022 - \$7,997 City of Rancho Cucamonga Citywide Fence Repair 8794 Lion St Rancho Cucamonga, CA 91730 Phillip Ortega – Phillip.Ortega@cityofrc.us (909) 477-2730

2022 - \$206,496 (\$200,010 original bid; design revisions) City of El Segundo W Mariposa Ave and W Pine Ave Sidewalk Construction 350 Main St El Segundo, CA 90245 Floriza Rivera – <u>frivera@elsegundo.org</u> (310) 524-2361

2022 - \$413,420 Temecula Valley Unified School District Vintage Hills Elementary School Modernization 31350 Rancho Vista Rd Temecula, CA 92592 Jim Flath – <u>iflath@balfourbeattyus.com</u> (951) 501-9594 2022 - \$5,700 City of Rancho Cucamonga Way Finder Monument Sign Replacement 8794 Lion St Rancho Cucamonga, CA 91730 Phillip Ortega – Phillip.Ortega@cityofrc.us (909) 477-2730

2022 - \$426,472 (\$508,372 original bid; some bid schedule items deleted from work) County of San Bernardino Ridgecrest Rd Sidewalk and Ramps 825 E 3<sup>rd</sup> St San Bernardino, CA 92415 Carlos Seanez – <u>carlos.seanez@dpw.sbcounty.gov</u> (909) 486-0227

2022 - \$48,606 City of Rancho Cucamonga Calle Carabe Sidewalk Repair 8794 Lion St Rancho Cucamonga, CA 91730 Richard Favela – <u>Richard.Favela@cityofrc.us</u> (909) 774-4107

2022 – \$128,695 City of Laguna Beach Peppertree Parking Lot Rehabilitation 505 Forest Ave Laguna Beach, CA 92651 Alpha Santos-Guinto – <u>asantos@lagunabeachcity.net</u> (949) 497-0729 2022 - \$529,424 (\$489,075 bid value; quantities/limits increased) City of El Monte Sidewalk and Curb Ramp Reconstruction 11333 Valley Blvd El Monte, CA 91731 John Rico – jrico@elmonteca.gov (626) 258-8833

2022 - \$47,522 (\$44,236 bid value; additional signage added to scope) City of El Monte City Hall Parking Lot ADA Improvements 11333 Valley Blvd El Monte, CA 91731 Kevin Ko – <u>kko@elmonteca.gov</u> (626) 580-2058

2022 - \$142,591 City of Rancho Cucamonga Heritage Community Park Pedestrian Trail Rehabilitation 8794 Lion St Rancho Cucamonga, CA 91730 Richard Favela – <u>Richard.Favela@cityofrc.us</u> (909) 774-4107

2022 - \$15,600 City of Rancho Cucamonga Carnelian Block Wall Repair 8794 Lion St Rancho Cucamonga, CA 91730 Richard Favela — <u>Richard.Favela@cityofrc.us</u> (909) 774-4107 2022 - \$8,922 City of Rancho Cucamonga Guardrail Replacement at Woodruff and Highland 8794 Lion St Rancho Cucamonga, CA 91730 Phillip Ortega – Phillip.Ortega@cityofrc.us (909) 477-2730

2022 – \$176,450 (\$138,925 bid value; limits/quantities increased) City of Orange Chapman and Yorba Sidewalk Construction 300 E Chapman Ave Orange, CA 92866 Eric Perez – eperez@cityoforange.org (714) 744-4107

2022 - \$109,208 (\$99,420 bid value; scope of work increased City of Rancho Cucamonga Construction of Pickleball Courts at Redhill Park 8794 Lion St Rancho Cucamonga, CA 91730 Jenny Hanlon – Jenny.Hanlon@cityofrc.us (909) 774-2343

2022 - \$181,909.90 (original bid \$186,155; actual quantities less than bid schedule) County of San Bernardino City Creek Guardrails 825 E 3<sup>rd</sup> St San Bernardino, CA 92415 Carlos Seanez – <u>carlos.seanez@dpw.sbcounty.gov</u> (909) 486-0227 2022 - \$240,528 (\$233,440.68 bid value; limits extended) City of Fontana Foothill-Alder Curb Ramp 8353 Sierra Ave Fontana, CA 92335 Estephany Monroy <u>emonroy@fontana.org</u> (909) 350-6642

2023 - \$163,771.34 (\$200,000 bid value; on-call contract) City of Laguna Niguel Citywide Concrete Infrastructure Repair 30111 Crown Valley Pkwy Laguna Niguel, CA 92677 Jeff Metz <u>imetz@cityoflagunaniguel.org</u> (949) 362-4344

2023 - \$281,019 (\$207,793 bid value; locations added and scope of work increased) City of Hermosa Beach Prospect Ave Curb Ramps, Longfellow Sidewalk Improvements and ADA Improvements 1315 Valley Dr Hermosa Beach, CA 90254 Jonathan Pascual — <u>ipascual@hermosabeach.gov</u> (310) 318-0252

2023 - \$646,577.87 (original bid \$552,252) City of Downey Annual Miscellaneous Concrete Repairs 11111 Brookshire Ave Downey, CA 90241 Brian Aleman – baleman@downeyca.org (562) 904-7110 2022 - \$101,192.76 City of Rancho Cucamonga Emergency Trail Repairs 8794 Lion St Rancho Cucamonga, CA 91730 Sonny Rodriguez — <u>sonny.rodriguez@cityofrc.us</u> (909) 477-2730

2023 - \$46,793.44 City of Hermosa Beach Clark Field Restroom Plumbing Upgrades and Site Improvements 1315 Valley Dr Hermosa Beach, CA 90254 Jonathan Pascual – <u>jpascual@hermosabeach.gov</u> (310) 318-0252

2023 - \$26,800.00 City of Hermosa Beach South Park Restroom Plumbing Upgrades and Site Improvements 1315 Valley Dr Hermosa Beach, CA 90254 Jonathan Pascual — <u>ipascual@hermosabeach.gov</u> (310) 318-0252

2023 - \$2,664,896.83 (original bid \$2,696,271.90; actual quantities less than bid schedule) City of Upland 17<sup>th</sup> St Water Main Replacement and Street Rehabilitation 460 N Euclid Ave Upland, CA 91786 Kirk Swanner – <u>kswanner@uplandca.gov</u> (909) 291-2938 2023 - \$206,328.96 (original bid \$194,031; locations added to scope) City of Hermosa Beach City Sidewalk Improvements 1315 Valley Dr Hermosa Beach, CA 90254 Jonathan Pascual — <u>ipascual@hermosabeach.gov</u> (310) 318-0252

2023 - \$298,889 (original bid \$194,500; significant redesigns and scope increases) City of South Gate Citywide Valve Replacement 8650 California Ave South Gate, CA 90280 Ana Ananda – <u>aananda@sogate.org</u> (323) 563-5769

# K. SUBCONTRACTORS LIST

# CIP NO. 502 GREENBELT PEDESTRIAN TRAIL CIP NO. 604 CITY WIDE ADA IMPROVEMENTS CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS

In compliance with the "Subletting and Subcontracting Fair Practices Act" being Sections 4100-4113 of the Government Code of the State of California, and any amendments thereto, each Bidder shall set forth below: (a) the name and location of the place of business, (b) the California Contractor license number, (c) the DIR public works Contractor registration number unless exempt pursuant to Labor Code Sections 1725.5 and 1771.1, and (d) the portion of the work which will be done by 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 in an amount in excess of one-half (1/2) of one percent (1%) of the prime Contractor's total bid, and shall further set forth the portion of the work which will be done by each subcontractor. Only one subcontractor for each such portion shall be listed.

Notwithstanding the foregoing, if the work involves the construction of streets and highways, then the Bidder shall list each subcontractor who will perform work or labor or render service to the Bidder in or about the work in an amount in excess of one-half of one percent (0.5%) of the Bidder's Total Bid Price or \$10,000, whichever is greater. No additional time shall be granted to provide the below requested information.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work to which 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 legislative body of the Owner.

We propose to use the following listed subcontractors as per Public Contract Code Section 4100 et seq.: List all Subcontractors. The subcontractor shall be licensed for the type of work they are performing.

Sub-Contractors Name:	Address:	
V&E Tree Service	PO Box 3280, Orange, CA 92865	
Description of Work:		
tree and stump trimming and removal, arborist services if required		
CSLB Contractor License NO.	DIR Registration NO.	
654506	1000001936	
Phone NO.	Dollar Amount of Work & % of Work	
(714) 997-0903	\$30,700 3%	

Sub-Contractors Name:	Address:	
Marina Landscape, Inc	3707 W Garden Grove Blvd, Orange, CA 92868	
Description of Work:		
landscape, irrigation, redwood header,	and decomposed granite	
CSLB Contractor License NO.	DIR Registration NO.	
492862	100000079	
Phone NO.	Dollar Amount of Work & % of Work	
(714) 939-6600	<b>\$358,566</b> 37%	

Sub-Contractors Name:	Address:
Chrisp Company	43650 Osgood Rd, Fremont, CA 94539
Description of Work:	
striping, RRFB installation and signs	
CSLB Contractor License NO.	DIR Registration NO.
374600	100000306
Phone NO.	Dollar Amount of Work & % of Work
(510) 656-2840	\$35,498 3%

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	L
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Sub-Contractors Name:	Address:
Description of Work:	1
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Percent of work to be performed by sub-Contractors: <u>43%</u> % (Note: 50% of work is required to be performed by general Contractor) For additional Sub-Contractors, please add additional sheet(s)

# L. IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the option checked below relating to the Contractor's status in regard to the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) is true and correct:

The Contractor is not:

- identified on the current list of person and entities engaged in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (2) a financial instruction that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

The City has exempted the Contractor from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the City will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

The amount of the Contract payable to the Contractor for the Project does not exceed \$1,000,000.

Signature:\_\_\_\_\_\_

Printed Name: Brenton Gentry

Title: President/CEO

Firm Name: Gentry General Engineering, Inc.

Date: May 20, 2024

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on Contracts for three years.

A notary public or other officer completing to certificate verifies only the identity of the inc who signed the document to which this cert attached, and not the truthfulness, accuracy validity of that document.	dividual tificate is
State of California County of San Bernardino	
On <u>MAY 20, 2029</u> before me	e, Andrea Scarbrough, Notary Public (insert name and title of the officer)
subscribed to the within instrument and acknow	vevidence to be the person(s) whose name(s) pwledged to me that he/she/théy executed the t by his/her/their signature(s) on the instrument he person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under paragraph is true and correct.	r the laws of the State of California that the for
I certify under PENALTY OF PERJURY under paragraph is true and correct. WITNESS my hand and official seal.	ANDREA NICOLE SCARBROUC Notary Public - California San Bernardino County
paragraph is true and correct.	ANDREA NICOLE SCARBROUC Notary Public - Catifornia

#### M. PUBLIC WORKS CONTRACTOR REGISTRATION CERTIFICATION

Pursuant to Labor Code sections 1725.5 and 1771.1, all Contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a Contract to perform public work must be registered with the Department of Industrial Relations. See <u>http://www.dir.ca.gov/Public-Works/PublicWorks.html</u> for additional information.

No bid will be accepted nor any Contract entered into without proof of the Contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work.

Bidder hereby certifies that it is aware of the registration requirements set forth in Labor Code sections 1725.5 and 1771.1 and is currently registered as a Contractor with the Department of Industrial Relations.<sup>1</sup>

Name of Bidder: Gentry Gene	ral Engineering, li	nc.
DIR Registration Number: 100	0024189	
DIR Registration Expiration: 0	6/30/2025	
Small Project Exemption:	Yes or $X$	No

Unless Bidder is exempt pursuant to the small project exemption, Bidder further acknowledges:

- 1. Bidder shall maintain current DIR registration for the duration of the project.
- 2. Bidder shall maintain a current DIR registration for the duration of the project.
- 3. Bidder shall include the requirements of Labor Code sections 1725.5 and 1771.1 in its Contract with subcontractors and ensure that all subcontractors are registered at the time of bid opening and maintain registration status for the duration of the project.
- 4. Failure to submit this form or comply with any of the above requirements may result in a finding that the bid is non-responsive.

Name of Bidder:	Gentry General Engineering, Inc.
Signature:	Brenter ~
Name and Title:	Brenton Gentry - President/CEO
Dated:	May 20, 2024

<sup>&</sup>lt;sup>1</sup> If the Project is exempt from the Contractor registration requirements pursuant to the small project exemption under Labor Code Sections 1725.5 and 1771.1, please mark "Yes" in response to "Small Project Exemption."