



6/12/2024

To All Bidders:

RE: CIP 502 Greenbelt Pedestrian Trail, et al. Project Bid Protest Determination

On May 23, 2024, the City of Hermosa Beach (City) received a total of six (6) bids for the subject projects including the bid of the apparent low bidder, SDC Engineering, Inc., ("SDC")(Exhibit A), the bid of the next apparent lowest bidder, Cook Development Group, Inc. ("Cook Development")(Exhibit B), and the bid of the third apparent lowest bidder, Gentry General Engineering, Inc. ("Gentry")(Exhibit C). Upon review of bids, it was discovered that SDC and Cook Development did not include a signed executed copy of Form I. Non-Collusion Declaration. Subsequently, the City requested the missing signed form from SDC and Cook Development and notified all bidders of this request on May 29, 2024. On May 29, 2024, the City then received a formal bid protest with respect to the subject projects from Gentry (Exhibit D). On May 29, 2024, the City received the signed Non-Collusion Declaration form from SDC (Exhibit E) and on May 30, 2024, the City received the signed Non-Collusion Declaration form from Cook Development (Exhibit F).

To summarize Gentry's protest, since the apparent low bidder and the next apparent lowest bidder did not include a fully executed Non-Collusion Declaration in their bids at the time of bid opening, their bids are non-responsive and should be rejected.

Per the *Protest Procedures* outlined in Section III, *Instruction to Bidders*, in the Project Contract Documents, the bid protest was sent to all parties that may be affected by the outcome of the protest. A deadline for submitting a response to the bid protest was established for June 6, 2024 and SDC sent their response on June 4, 2024 (Exhibit G).

The City rejects Gentry's protest. Compliance with applicable law is an implied term of every contract. (*Miracle Auto Center v. Superior Court* (1998) 68 Cal.App.4th 818, 821). A non-collusion declaration merely certifies that the contractor did not submit an illegal, collusive bid. A contractor that fails to complete the declaration nonetheless represents that it did not submit an illegal, collusive bid under *Miracle Auto Center*. Because a bidder cannot withdraw its bid on the basis of such missing form, the irregularity is a defect that can be waived. (*MCM Construction, Inc v. City and County of San Francisco* (1998) 66 Cal.App.4th 359, 370-372). *Judson Pacific-Murphy Corp. v. Durkee* (1956) 144 Cal.App.2d provides additional clarification regarding these matters:

It must be remembered that competitive bidding statutes, and those requiring licenses for bidding on public work, are for the benefit of the public and not for the benefit of bidders or licensees. It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such

construction would be adverse to the best interests of the public and contrary to public policy. (377, 383)

The City rejects the protest, determines that the apparent low bidder is the lowest responsive and responsible bidder, and intends to recommend that the City Council accept the apparent low bidder's bid on this basis and award the contract to SDC.

If you wish to further contest this protest, please file a statement of appeal with the City Clerk within five (5) calendar days of the issuance of this decision. Said statement of appeal shall include all information required of the original bid protest, as well as a short and plain statement setting forth why Protester disputes the City Manager's decision and the legal and factual basis for such dispute.

Sincerely,



Andrew Nguyen
Project Manager

Cc: Joe San Clemente, Public Works Director
Lucho Rodriguez, City Engineer
Brandon Araujo, Senior Engineer
Patrick Donegan, City Attorney
Myra Maravilla, City Clerk

Exhibit A: SDC's Bid
Exhibit B: Cook Development's Bid
Exhibit C: Gentry's Bid
Exhibit D: Gentry's Bid Protest
Exhibit E: SDC's signed Non-Collusion Declaration
Exhibit F: Cook Development's signed Non-Collusion Declaration
Exhibit G: SDC's Response to Gentry's Bid Protest

EXHIBIT A

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	\$108,302.01
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
23	0	SF	Construct 4' Ribbon Gutter	7-6.16	-	\$ -
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	\$256,960.36
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	\$35,000.00
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	\$125,000.00 \$75,000.00	\$125,000.00 \$75,000.00
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

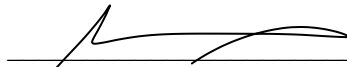
(Total Bid in Words) Eight hundred forty three thousand, two hundred and sixteen dollar and twenty nine cents

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, SDC Engineering 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, we, 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 the Total Amount Bid Dollars (\$ 10%) 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 15th day of May, 2024.

SDC Engineering Inc.
Principal
By [Signature]
Title President

The Ohio Casualty Insurance Company

Surety

By 

Lourdes Landa, Attorney-in-Fact

Title

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 ORANGE

On 05/17/2024, before me, ROGER YOUNG, Notary Public, personally

appeared DANNY CANCINO, who proved to me on the basis of satisfactory

evidence to be the person(s) whose name(s) ~~is~~ is 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



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 DOCUMENT
- Individual		
- Corporate Officer		
_____ Title(s)		_____ Title or Type of Document
- Partner(s)	- Limited	
	- General	
- Attorney-In-Fact		_____ Number of Pages
- Trustee(s)		
- Guardian/Conservator		_____ Date of Document
- Oth		
er:		

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)

On 05-15-2024 before me, Jan M. Rivera, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Lourdes Landa
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____



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. Roszkopf; Terri Amshury

all of the city of Irvine 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 4th day of May, 2022



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

By: David M. Carey, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 4th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 29, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

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

ARTICLE IV - OFFICERS: Section 12 Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 15th day of May, 2024



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 Engineering 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 submitted,

SDC Engineering Inc.
Contractor's Business Name


24881 Alicia Pkwy Ste E #340,
Business Address: Street

Laguna Hills, CA 92653
City State Zip
Classification

(949) 280-2863
Business Phone Number

Danny Cancino President
Name Title

Laguna Hills, CA 92653
City State Zip


President
Contractor Signature Title

Danny Cancino President
By Title

986959
Contractor's License No. and

5/17/2024
Date

25341 Barents
Residence: Street

(562) 922-4420
Residence Phone Number

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 

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: SDC 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 May day of 17th, at Laguna Hills (place of execution), California.

Signature: 
Name: Danny Cancino
Title: President
Name of Company: SDC Engineering 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

07/31/2024

Original Contract Amount

Original Date of Completion

\$612,156.91

05/21/2024

Final Contract Amount

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

1/18/2024

Original Contract Amount

Original Date of Completion

\$216,350.73

01/11/2024

Final Contract Amount

Final Date of Completion

Number of Change Orders 3

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

05/31/2024

Original Contract Amount

Original Date of Completion

\$294,865.39

5/22/2024

Final Contract Amount

Final Date of Completion

Number of Change Orders 1

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 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:	
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:	
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:	
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: 0 %
 (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:

- (1) 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 <http://www.dir.ca.gov/Public-Works/PublicWorks.html> 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.¹

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: 

Name and Title: Danny Cancino - President

Dated: 05/17/2024

¹ 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?

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. Refer to NOTICE INVITING BIDS

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.***

3. Refer to Part IV – BID DOCUMENTS, B. BID SCHEDULE

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

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

4. **Refer to Part IV – BID DOCUMENTS, D. BIDDER’S ASSURANCE**

Delete the words “bidding schedule” and replace with “Bid Schedule.”

5. **Refer to Part IV – BID DOCUMENTS, D. BIDDER’S DECLARATION**

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. **Refer to Part V – CONTRACT DOCUMENTS, A. CONTRACT AGREEMENT**

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 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.

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.

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. Refer to Part V – CONTRACT DOCUMENTS, C. EQUALS

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. Refer to PART VI – SPECIAL PROVISIONS

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 City of Hermosa Beach Truck Routes map. See Exhibit E of the Contract Documents.

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:

- Construction 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 Contractor. See Exhibit C.

Replace it with the following:

- Construction 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 Contractor. See Exhibit B.

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.

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 way 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.

9. Refer to EXHIBITS

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

10. Refer to CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE 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.

ADDENDUM ISSUED BY:



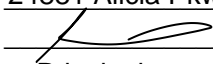
Brandon Araujo, Senior Engineer

ACKNOWLEDGEMENT OF ADDENDUM No. 1

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

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

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		\$
23	0	SF	Construct 4' Ribbon Gutter	7-6.16		\$
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.

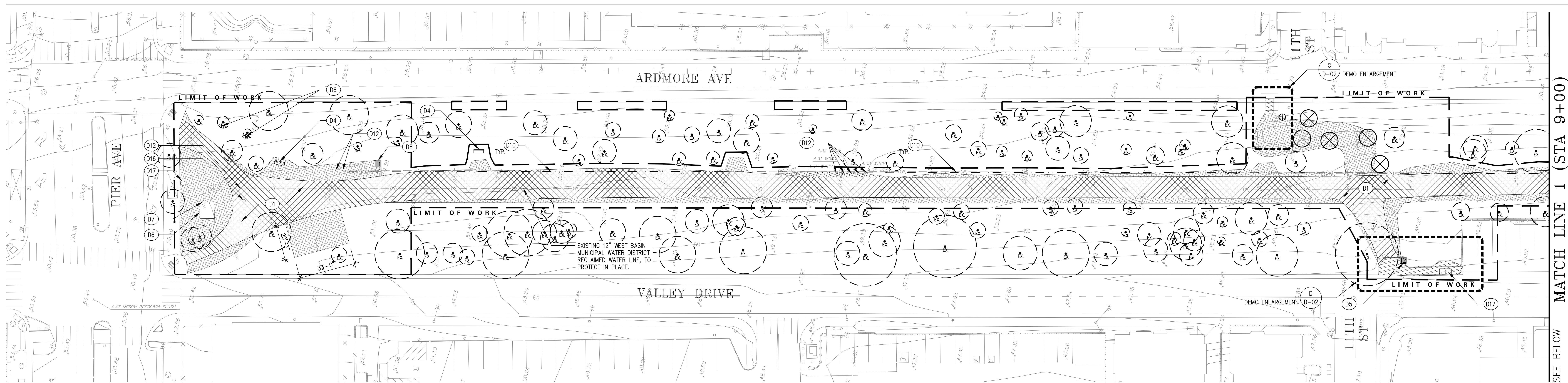
Contractor Signature: _____

PW Registration #: 1000060111

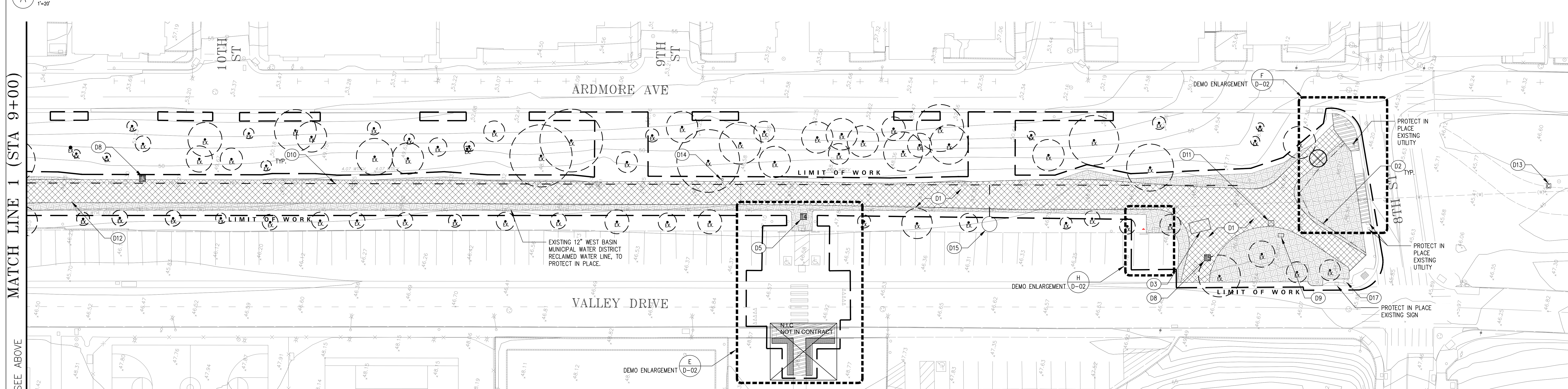
State License #: 986959

Contractor Company Name: SDC Engineering Inc.

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A DEMOLITION PLAN - PIER AVENUE TO SOUTH OF 11TH STREET



B DEMOLITION PLAN - SOUTH OF 11TH STREET TO 8TH STREET

GENERAL DEMOLITION NOTES:

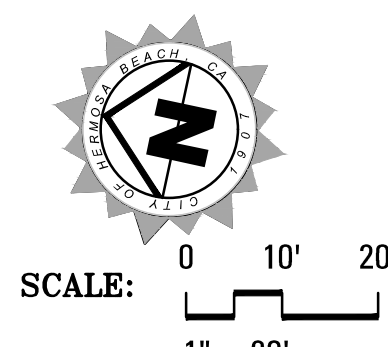
1. THE CONTRACTOR SHALL FIELD VERIFY CONDITIONS PRIOR TO THE COMMENCEMENT OF WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER. NO DEMOLITION WORK SHALL COMMENCE WITHOUT FIELD VERIFICATION BY THE CONTRACTOR, OWNER, AND ENGINEER.
2. THE CONTRACTOR TO CLEAR PROJECT SITE AREA WITHIN THE CONFINES OF THE LIMIT OF WORK LINE.
3. THE CONTRACTOR SHALL MAINTAIN SECURITY FENCING AROUND THE LIMIT OF WORK DURING DEMOLITION. NO UNAUTHORIZED PERSONNEL SHALL ENTER THE AREA.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY AND ALL PERMITS AND SHALL PAY ALL FEES NECESSARY FOR ENCROACHMENT, GRADING, DEMOLITION, AND DISPOSAL OF SAID MATERIALS AS REQUIRED BY LOCAL AND STATE JURISDICTIONS.
5. DAMAGE TO ANY EXISTING UTILITIES AND SERVICES TO REMAIN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. CONTRACTOR SHALL REPAIR AND/OR REPLACE IN KIND.
6. PROTECT IN PLACE ALL UTILITIES UNLESS OTHERWISE NOTED.
7. PROTECT IN PLACE ALL SIGNAGE AND MARKERS UNLESS OTHERWISE NOTED.
8. PROTECT IN PLACE ALL EXISTING TREES UNLESS OTHERWISE NOTED. REFER TO TREE PROTECTION PLAN, SHEET D-03 FOR TREE PROTECTION REQUIREMENTS AND REMOVAL.

DEMO PLAN NOTES

- D1 REMOVE EXISTING WOOD CHIP TRAIL TO A DEPTH OF 8 INCHES. PROTECT IN PLACE EXISTING SPRINKLER HEADS AND LATERAL LINE PIPING INSTALLED ON BOTH SIDES OF TRAIL. PRIOR TO TRAIL REMOVAL, STAKE OUT HEADS TO LOCATE THEIR POSITIONS. REPAIR AND REPLACE ANY HEADS OR PIPES DAMAGED BY THIS WORK.
- D2 REMOVE EXISTING LANDSCAPE HEADER.
- D3 REMOVE AND DISPOSE OF EXISTING FITNESS EQUIPMENT AND ASSOCIATED FOOTINGS.
- D4 SALVAGE AND REINSTALL EXISTING MEMORIAL BENCH PER SHEET L-01.
- D5 SALVAGE AND REINSTALL EXISTING TRASH CAN PER SHEET L-01.
- D6 PROTECT IN PLACE EXISTING MEMORIAL.
- D7 PROTECT IN PLACE EXISTING CONCRETE PAD, BENCH, TRELIS, ELECTRICAL CONDUIT AND VINES.
- D8 PROTECT IN PLACE EXISTING TRASH CAN.
- D9 PROTECT IN PLACE BACKFLOW DEVICE IN CAGE.
- D10 PROTECT IN PLACE THE EXISTING 4" IRRIGATION MAIN AND CONTROL WIRES RUNNING IN THIS APPROXIMATE LOCATION FOR THE RE-USE. REPAIR AND/OR REPLACE ANY EQUIPMENT DAMAGED BY THIS WORK.
- D11 PROTECT IN PLACE EXISTING DRINKING FOUNTAIN AND ADJUST TO GRADE AS NEEDED, SEE CIVIL SHEET C-05.
- D12 PROTECT IN PLACE WATER VALVE AND ADJUST TO GRADE, SEE CIVIL SHEET C-05.
- D13 PROTECT IN PLACE EXISTING IRRIGATION CONTROLLER "A" AND ALL OF THE EXISTING LOW VOLTAGE CONTROL WIRES SHALL BE PROTECTED IN PLACE AND REMAIN IN SERVICE. REFER TO IRRIGATION PLAN I-01.
- D14 PROTECT IN PLACE EXISTING TRAIL MARKER SIGNAGE.
- D15 PROTECT IN PLACE EXISTING IRRIGATION WATER POINT OF CONNECTION. CONTRACTOR SHALL PROTECT IN PLACE AND REMAIN IN SERVICE.
- D16 PROTECT IN PLACE EXISTING WATER MONITORING DEVICE.
- D17 PROTECT IN PLACE EXISTING CATCH BASIN AND ACCESS HOLE.

DEMO LEGEND

SYMBOL	DESCRIPTION	QTY.
	EXISTING TREE TO REMAIN AND PROTECT IN PLACE	
	REMOVE EXISTING TREE	6 TREES
	GRIND AND REMOVE EXISTING TREE STUMP	1 STUMP
	REMOVE AND DISPOSE EXISTING WOOD CHIP TRAIL	PER PLAN
	CLEAR AND GRUB EXISTING PLANTING AREA	PER PLAN
	REMOVE EXISTING CONCRETE, REFER TO SHEET D-02	PER PLAN
	LIMIT OF WORK	



BENCH MARK:
No. QY12552 ELEV. 54.821'
DATE ADJ. 2013 QUAD. TORRANCE



REVISIONS		
No.	DESCRIPTION	DATE
0	ISSUE FOR BID	04/10/24
1	ADDENDUM NO. 1	05/16/24



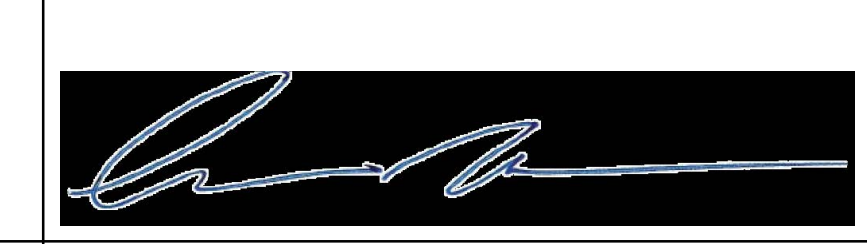
811 W 7th Street, 8th Floor
Los Angeles, California
90017-9419
United States
www.swagroup.com
+1.213.236.9090

PLANS PREPARED BY: Ryan McKay
PLANS CHECKED BY: Jeremy Klemic



Job Number
HRBT203
Date
04/10/2024

CITY OF HERMOSA BEACH
PUBLIC WORKS DEPARTMENT
RECOMMENDED FOR PERMIT ISSUANCE:



CIP 194, 502 & 604
GREENBELT PEDESTRIAN TRAIL

DEMOLITION PLAN

FILE NUMBER
23-003

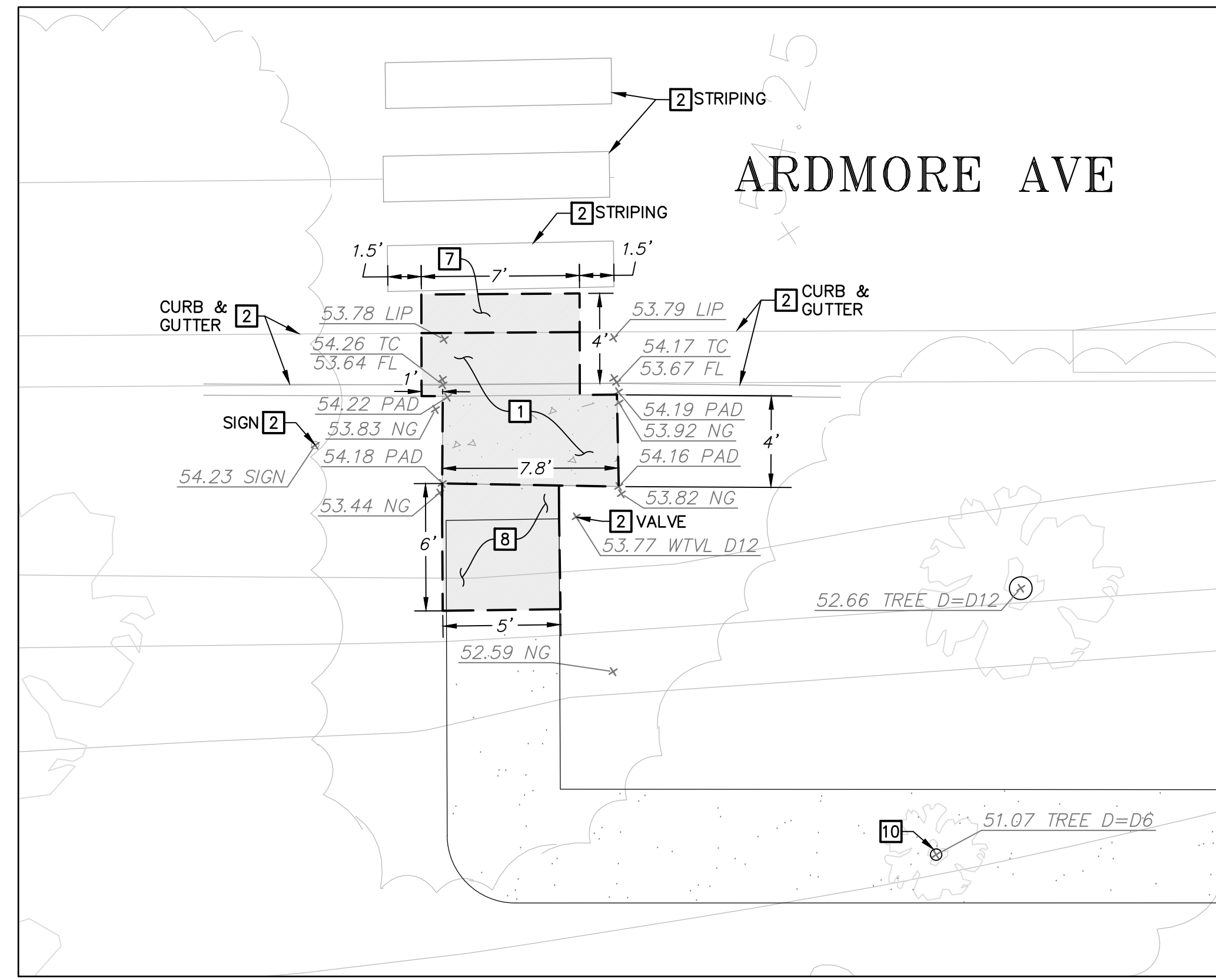
D-01

SHT. 04 OF 22

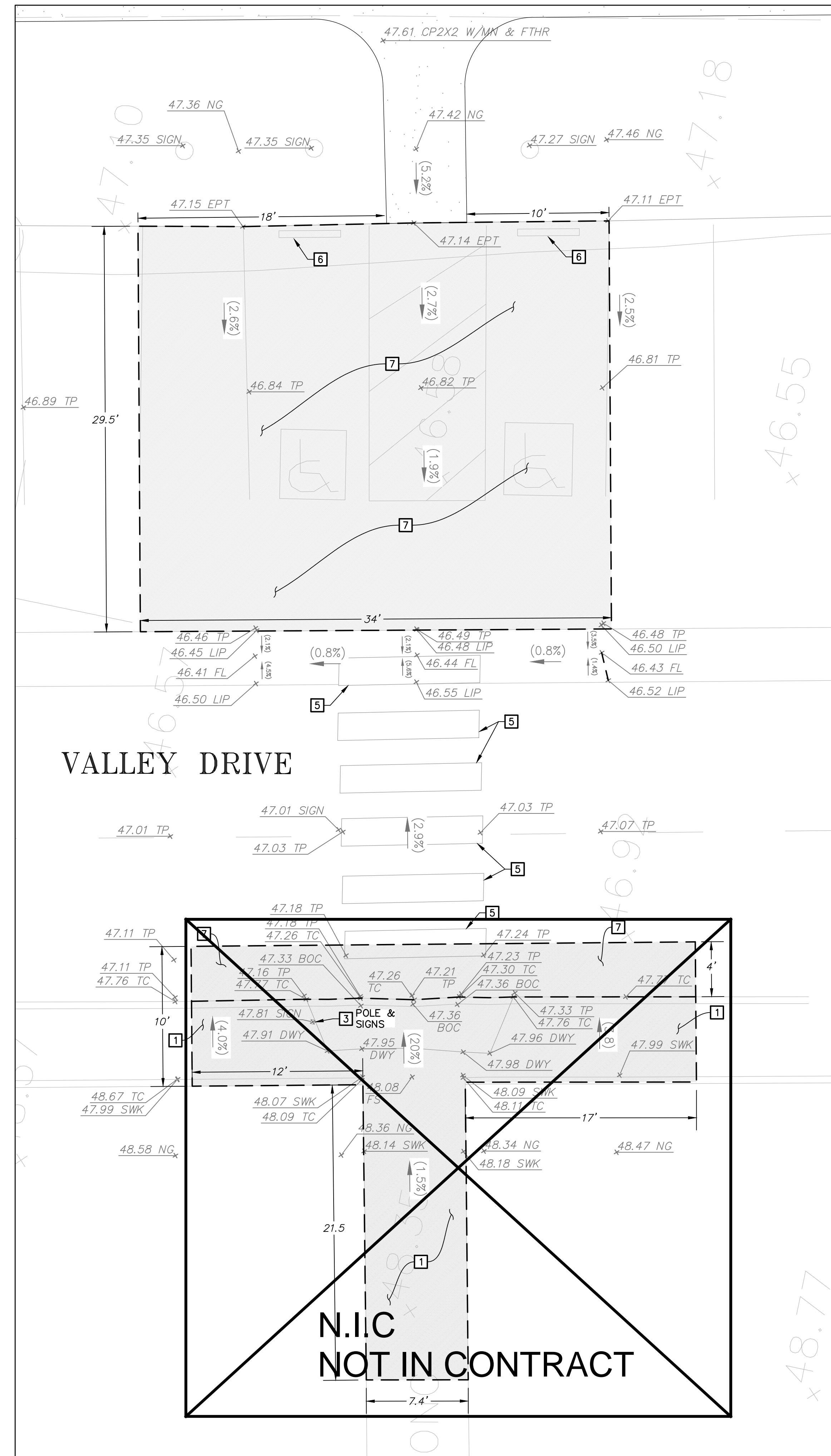
MATCH LINE 1 (STA 9+00)
SEE BELOW

MATCH LINE 1 (STA 9+00)

SEE ABOVE



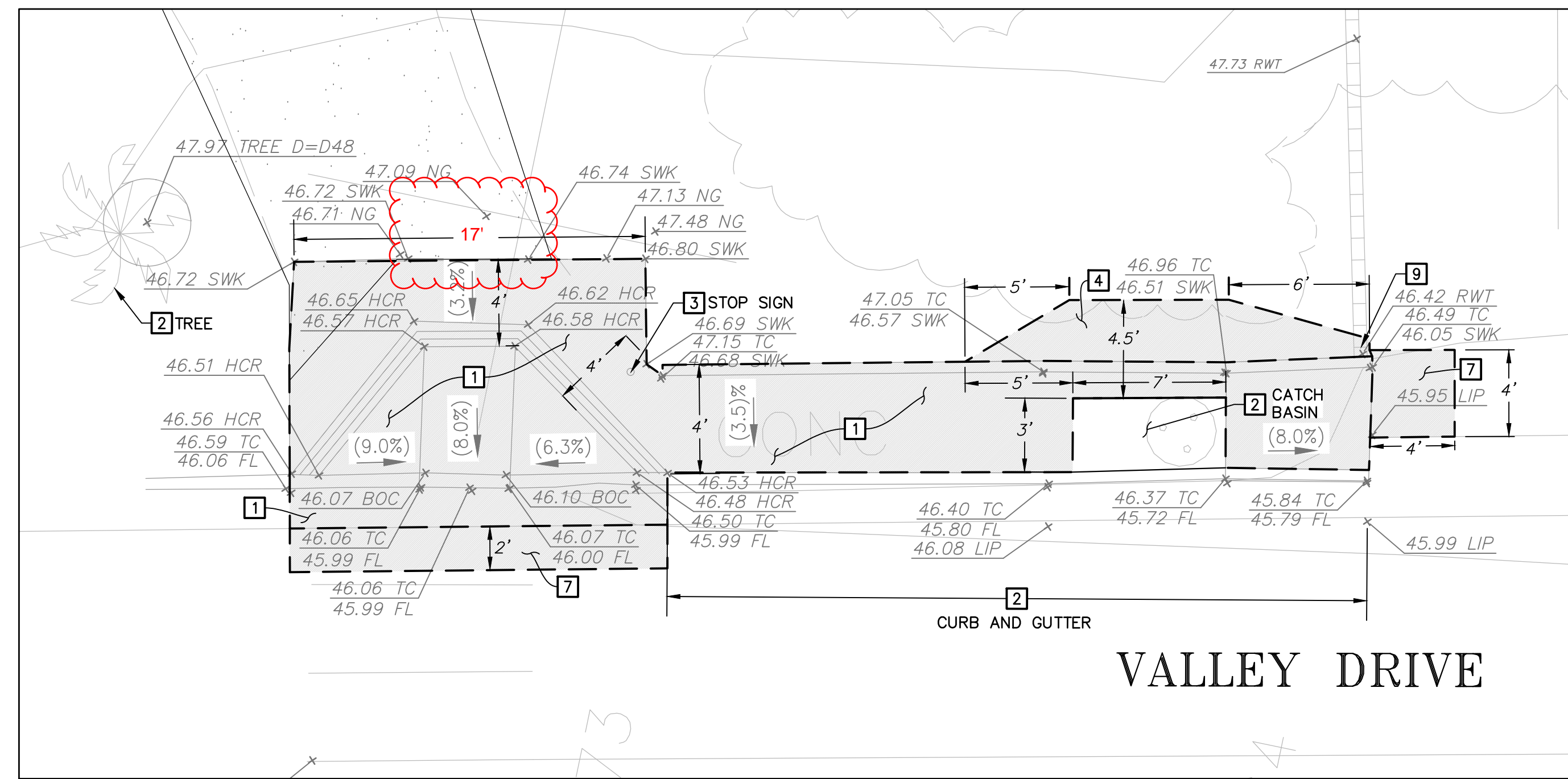
DETAIL C
1"=5'



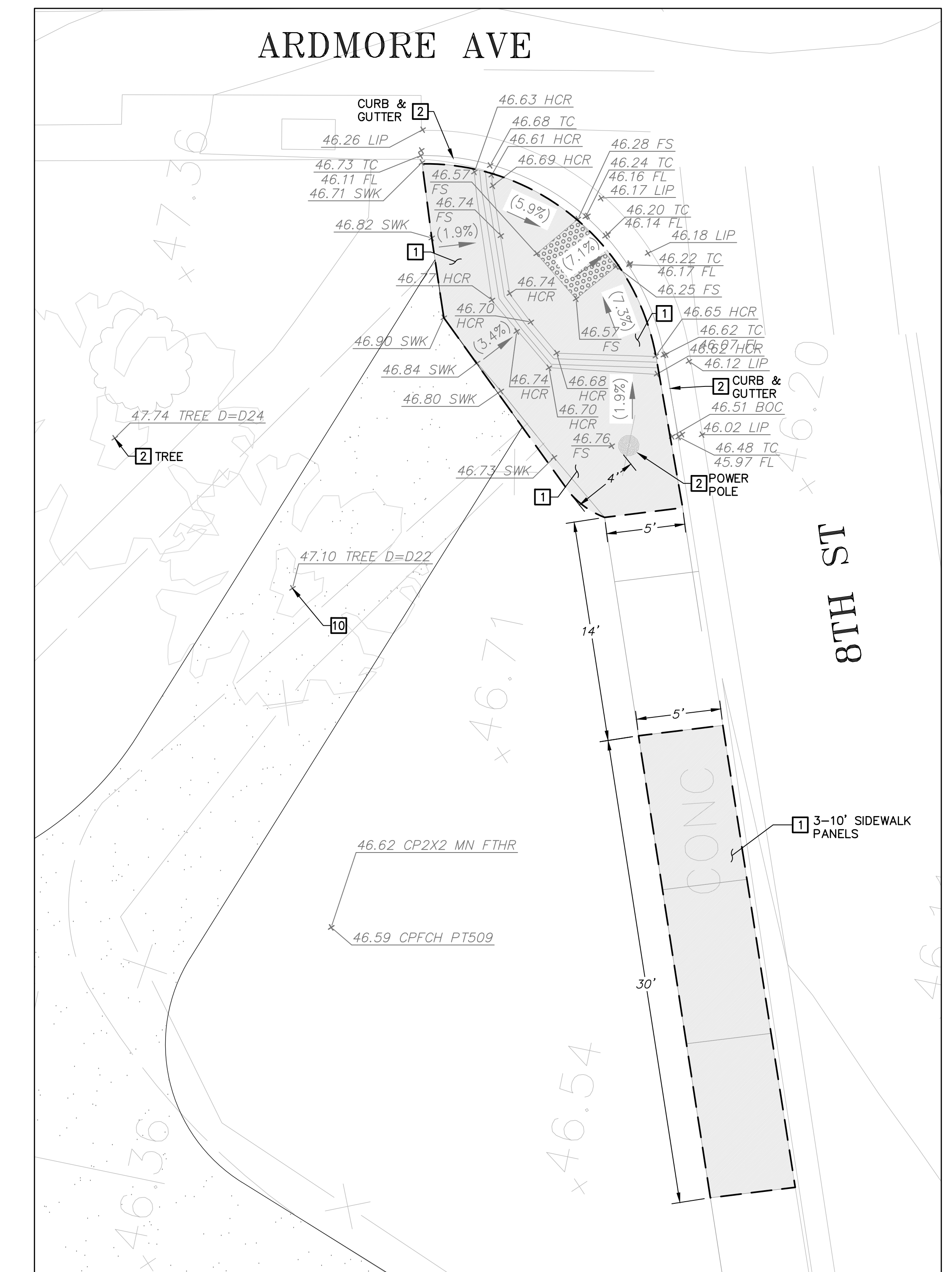
DETAIL E
1"=5'



DETAIL H
PROPOSED ADA
PARKING
1"=5'



CURB RAMP D
1"=5'



CURB RAMP F
1"=5'

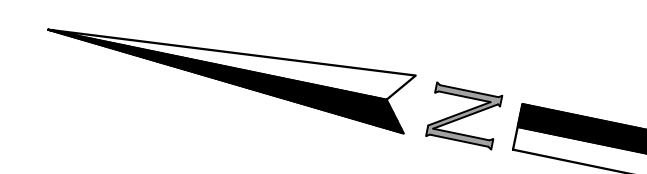
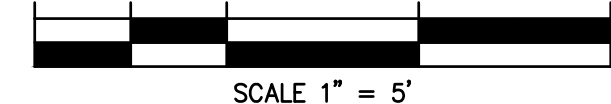
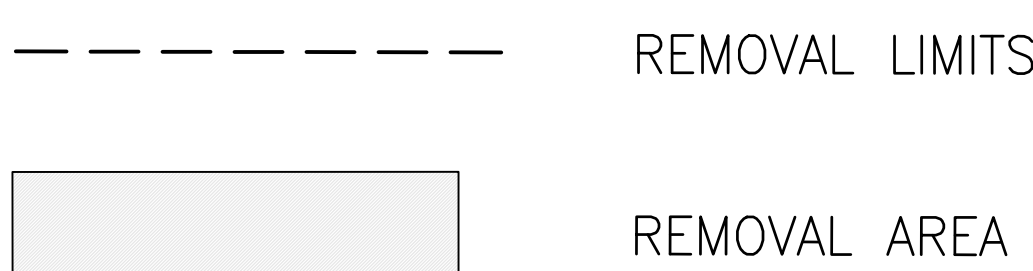
ABBREVIATION LEGEND

BOC	BACK OF CURB
CPAT	AERIAL TARGET
CPCX	CONTROL POINT
CPFCH	FORESIGHT CHECK
CPTBM	BENCHMARK
CP2X2	HUB 2X2 TACKED
EPT	EDGE OF PAVEMENT
FL	FLOWLINE
FS	FINISHED SURFACE
HDW	DRIVEWAY
HCR	HANDICAP RAMP
HPD	PAD
LIP	GUTTER
MFSPW	SPIKE AND WASHER
NG	NATURAL GROUND
PVCO	TOP OF CONCRETE
PWPB	POWER PULLBOX
SIGN	SIGN
SWK	SIDEWALK
TC	TOP OF CURB
TCMH	TELECOMMUNICATION MANHOLE
TCPB	TELECOMMUNICATION PULLBOX
TCVLT	TELECOMMUNICATION VAULT
TOE	TOE OF SLOPE
TOP	TOP OF SLOPE
TP	TOP OF ASPHALT PAVEMENT
TREE	TREE
TSSG	TRAFFIC SIGNAL
RWT	RETAINING WALL TOP
WTBO	BLOW-OFF
WTFH	FIRE HYDRANT
WTICB	IRRIGATION CONTROL BOX
WTICV	IRRIGATION CONTROL VALVE
WTVL	WATER VALVE

DEMOLITION NOTES

- 1 REMOVE EXISTING CURBS, GUTTERS, PCC. EXISTING SUB-BASE TO REMAIN
- 2 PROTECT IN PLACE
- 3 REMOVE AND RELOCATE PER DETAILS ON SHEETS C-06 AND C-07
- 4 REMOVE ALL EXISTING PLANTS AND GROUND COVER
- 5 REMOVE EXISTING PAVEMENT STRIPING
- 6 REMOVE AND DISPOSE WHEEL STOP
- 7 REMOVE EXISTING AC
- 8 CUT AND REMOVE INTERFERING TREE ROOTS
- 9 REMOVE PORTION OF BLOCK WALL
- 10 REMOVE EXISTING TREE

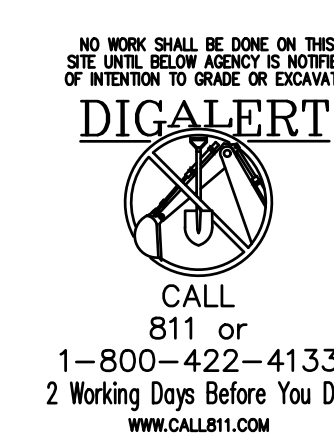
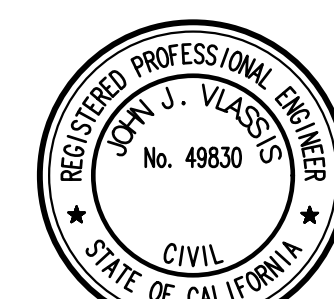
DEMOLITION LEGEND



BENCH MARK:

No. QY12552, ELEV. 54.821'

DATE ADJ. 2013, QUAD. TORRANCE



REVISIONS		
No.	DESCRIPTION	DATE
0	ISSUE FOR BID	04/10/24
1	ADDENDUM NO. 1	05/16/24

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

PLANS PREPARED BY:

HUITT ZOLLARS
90 E. Thousand Oaks Boulevard, Suite 201
Thousand Oaks, California 91360
Phone (805) 418-1802 Fax (805) 418-1819

CITY OF HERMOSA BEACH
PUBLIC WORKS DEPARTMENT

RECOMMENDED FOR PERMIT ISSUANCE:

[Signature]
4-30-24 DATE

CIP 194, 502 & 604
GREENBELT PEDESTRIAN TRAIL

CIVIL DEMOLITION PLAN

FILE NUMBER

23-003

D-02

SHT. 05 OF 22

EXHIBIT B

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		\$
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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 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 #: 1000668974

State License #: 1064949

Contractor Company Name: 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, we, 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 16th day of May, 2024.

Cook Development Group, Inc.

Principal
By Dean Cook

Title member

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On 5/21/2014 before me, Cali Yang, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Dean Cook
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

The Ohio Casualty Insurance Company

Surety

By 

Kevin P. Reed, Attorney-in-Fact

Title

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 Orange

On May 16, 2024, before me, Jessica Tinoco Garcia, Notary Public, personally

appeared Kevin P. Reed, 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.

Jessica Tinoco Garcia

Signature of Notary Public



OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- .. Individual
- .. Corporate Officer

Title(s)

Title or Type of Document

- .. Partner(s) .. Limited
- General

Number of Pages

- .. Attorney-In-Fact
- .. Trustee(s)
- .. Guardian/Conservator
- .. Other:

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, Sonya 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 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 14th day of October, 2022.



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

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

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

State of PENNSYLVANIA
County of MONTGOMERY ss

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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

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

ARTICLE IV – OFFICERS: Section 12 Power of Attorney

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of May, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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
Irvine, CA 92614
Telephone No: 714-504-5295

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:  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 submitted,

Cook Development Group, Inc.
Contractor's Business Name
17744 Skypark Circle #205
Business Address: Street
Irvine, CA 92614
City State Zip
Classification
714-504-5295
Business Phone Number
Dean Cook - President
Name Title
Irvine, CA 92614
City State Zip

 President
Contractor Signature Title
By Title
1064949 - A, B
Contractor's License No. and
5/21/2024
Date
17744 Skypark Circle #205
Residence: Street
714-504-5295
Residence Phone Number

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 

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: 

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 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 _____ day of _____, at _____ (place of execution), California.

Signature:  _____

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 President of Cook Development Group, Inc., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [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

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:	
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:	
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:

The Contractor is not:

- (1) 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: 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 <http://www.dir.ca.gov/Public-Works/PublicWorks.html> 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.¹

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
Dated: 5/21/24

¹ 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."

EXHIBIT C

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

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

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:

Principal:

Address:

By:

Title:



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	\$ 4,200.00
22	1	EA	Install City Furnished RRFB Model System on New Post	7-6.15	12,700.00	\$ 12,700.00
23	0	SF	Construct 4' Ribbon Gutter	7-6.16		\$
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: _____



PW Registration #: 1000024189

State License #: 974279

Contractor Company Name: Gentry General Engineering, Inc

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

C. BID BOND

KNOW ALL MEN BY THESE PRESENTS:

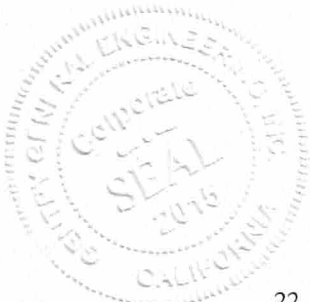
WHEREAS, Gentry General Engineering, Inc., (hereinafter referred to as "Contractor") intends to submit a bid to the City of Hermosa Beach, California, a Municipal Corporation, for the performance of certain work as required in the City of Hermosa Beach **CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 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, we, 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 the Amount Bid Dollars (\$10%) 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 17th day of May, 2024.

Gentry General Engineering, Inc.
Principal
By BGT
Brenton Gentry
Title President





The Ohio Casualty Insurance 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
County of San Bernardino)

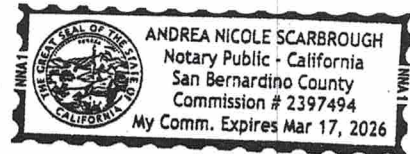
On MAY 17, 2024 before me, Andrea Scarbrough, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry
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  (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 Orange

On May 17th, 2024, before me, Melissa Ann Vaccaro, Notary Public,
personally

appeared Dwight Reilly, 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.



Melissa Ann Vaccaro
Melissa Ann Vaccaro

Signature of Notary Public

OPTIONAL

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

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- Individual
- Corporate Officer

- _____ Title(s)
- Partner(s) Limited General
 - Attorney-In-Fact
 - Trustee(s)
 - Guardian/Conservator
 - Other:

_____ Bid Bond
Title or Type of Document

_____ Four (4)
Number of Pages

_____ May 17th, 2024
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, Arturo Ayala; Daniel Huckabay; Adrian Langrell; Chelsea Liberatore; Frank Morones; R. Nappi; Dwight Reilly; Shaunna Rozelle Ostrom; Ben Stong; Michael D. Stong; Benjamin Wolfe

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.



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

By: David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY

On this 21st day of November, 2023 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.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1125044
Member, Pennsylvania Association of Notaries

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

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

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

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 17th day of May, 2024.



By: Renee C. Llewellyn, Assistant Secretary

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

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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.

Respectfully submitted,

Gentry General Engineering, Inc.
Contractor's Business Name

 President/CEO
Contractor Signature Title

320 W Tropica Rancho Rd.
Business Address: Street

Brenton Gentry President/CEO
By Title

Colton CA 92324
City State Zip
Classification

#974279 Class A
Contractor's License No. and

909.330.1128
Business Phone Number

May 20, 2024
Date

Brenton Gentry President/CEO
Name Title

13435 Arrow Blvd. Fontana CA
Residence: Street

Colton CA 92324
City State Zip

909.330.1128
Residence Phone Number

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.



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 San Bernardino)

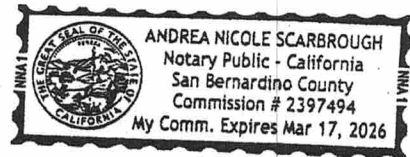
On MAY 20, 2024 before me, Andrea Scarbrough, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry
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  (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 Colton (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
County of San Bernardino)

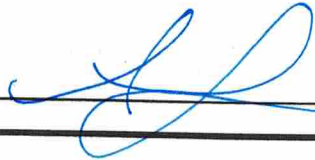
On MAY 20, 2024 before me, Andrea Scarbrough, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry
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.

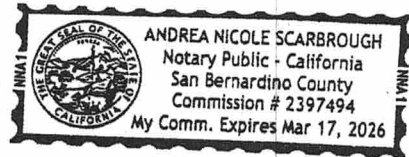
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(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, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on May 20, 2014 [date], at Colton [city], California [state].

Gentry General Engineering, Inc.
NAME OF BIDDER

[Signature]
SIGNATURE OF BIDDER

320 W Tropica Rancho Rd.
ADDRESS OF BIDDER

Colton CA 92324
CITY STATE ZIP

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.

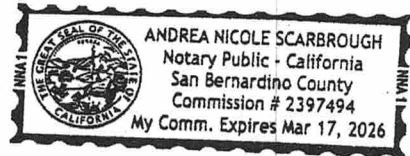
State of California
County of San Bernardino)

On May 20, 2024 before me, Andrea Scarbrough, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry
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  (Seal)

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 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

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
9401 Painter Ave
Whittier, Ca 90605
Karla Embry: Karla.Embry@WUHSD.org
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: CFidler@baldwinPark.com
626.960.4011

2016 – \$619,075

City of Bloomington
ADA Ramp – Repair/Maintenance/Replaced
825 E. 3rd Street
San Bernardino, CA 92415
Haile Ford: HFord@DPW.SBCount.gov
909.387.7936

2016 – \$173,604

City of Montclair
Alleyway Street/Sidewalk Asphalt & Concrete
5111 Benito St
Montclair, Ca 91763
Steve Stanton: SStanton@CityofMontclair.org
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: TTrejo@CI.Upland.Ca.Us
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: Vso@Santa-Ana.org
714.647.5076

2017 – \$694,000
City of Corona
Miscellaneous Concrete Repair
400 S. Vicentia Ave, Ste. 210
Corona, Ca 92882
Barry Ghaemi: Barry.Ghaemi@Coronaca.gov
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: MCavan@HARCOInc.Us
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: SFurukawa@TorranceCa.gov
310.618.3073

2018 – \$547,950
City of Pasadena
Miscellaneous Concrete Repair
100 Garfield Ave
Pasadena, Ca 91101
Morley Saralya: MSaralya@CityofPasadena.net
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: KTopkins@BarstowCa.gov
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:
jwinterburn@balfourbeattyus.com
(949) 502-4000

2019 - \$714,000
City of Hermosa Beach
8th Street Improvements Project
8th Street
Hermosa Beach, CA 90254
Reed Salan: rsalan@hermosabch.org
(310) 318-0229

2019 - \$267,000
Costa Mesa Sanitary District
Indus Sewer Main Replacement
20122 Santa Ana Ave
Newport Beach, CA 92660
Rob Hamers: rhamers@robhamers.com
(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: acaraveo@cityofirvine.org
(949) 724-7365

2019 - \$644,763
City of Thousand Oaks
Concrete Replacement and Sidewalk Repair Program
Thousand Oaks, CA 91320
Michelle McCarty: mmccarty@toaks.org
(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: Mjaramillo@delterra.com
(323)447-0996

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

2020 - \$19,546
City of Fontana
San Bernardino at Cypress Driveway Improvements
Fontana, CA 92335
Christopher Smethurst:
csmethurst@fontana.org
(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: tlopez@rkagroup.com
(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 –
erodriguez@irwindaleca.gov
(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 –
mlbenesh@robhamers.com
(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 –
asantos@lagunabeachcity.net
(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 –
asantos@lagunabeachcity.net
(949) 497-0729

2021 - \$198,420
Chino Valley Unified School District
Briggs K-8 Waterline Upgrades
11880 Roswell Ave
Chino, CA 91710
Sam Sousa –
sam_sousa@chino.k12.ca.us
(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 –
Ernie.ruiz@cityofrc.us
(909) 774-4108

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

2021 - \$1,924,055
City of Anaheim
Alley Sanitary Sewer Improvement
200 S Anaheim Blvd
Anaheim, CA 92805
Scott Yanagihara –
syanagihara@anaheim.net
(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 –
rmcbride@4leafinc.com
(714) 833-1792

2022 - \$88,066
Cucamonga Valley Water District
Nitrate Facility Retaining Wall
10440 Ashford St
Rancho Cucamonga, CA 91730
Tyler Bui –
tylerbui@cvwdwater.com
(909) 483-7455

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

2022 – \$98,050
City of Laguna Beach
Citywide Guardrails
505 Forest Ave
Laguna Beach, CA 92651
Alpha Santos-Guinto –
asantos@lagunabeachcity.net
(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 –
kschmidt@cityoforange.org
(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 –
msimons@torranceca.gov
(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 –
frivera@elsegundo.org
(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 –
jflath@balfourbeattyus.com
(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 3rd St
San Bernardino, CA 92415
Carlos Seanez –
carlos.seanez@dpw.sbcounty.gov
(909) 486-0227

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

2022 – \$128,695
City of Laguna Beach
Peppertree Parking Lot Rehabilitation
505 Forest Ave
Laguna Beach, CA 92651
Alpha Santos-Guinto –
asantos@lagunabeachcity.net
(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 –
kko@elmonteca.gov
(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 –
Richard.Favela@cityofrc.us
(909) 774-4107

2022 - \$15,600
City of Rancho Cucamonga
Carnelian Block Wall Repair
8794 Lion St
Rancho Cucamonga, CA 91730
Richard Favela –
Richard.Favela@cityofrc.us
(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 3rd St
San Bernardino, CA 92415
Carlos Seanez –
carlos.seanez@dpw.sbcounty.gov
(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
emonroy@fontana.org
(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
jmetz@cityoflagunaniguel.org
(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 –
jpascual@hermosabeach.gov
(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 –
sonny.rodriquez@cityofrc.us
(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 –
jpascual@hermosabeach.gov
(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 –
jpascual@hermosabeach.gov
(310) 318-0252

2023 - \$2,664,896.83 (original bid \$2,696,271.90; actual quantities less than bid schedule)
City of Upland
17th St Water Main Replacement and Street Rehabilitation
460 N Euclid Ave
Upland, CA 91786
Kirk Swanner –
kswanner@uplandca.gov
(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 –
jpascual@hermosabeach.gov
(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 –
aananda@sogate.org
(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: V&E Tree Service	Address: PO Box 3280, Orange, CA 92865
Description of Work: tree and stump trimming and removal, arborist services if required	
CSLB Contractor License NO. 654506	DIR Registration NO. 1000001936
Phone NO. (714) 997-0903	Dollar Amount of Work & % of Work \$30,700 3%

Sub-Contractors Name: Marina Landscape, Inc	Address: 3707 W Garden Grove Blvd, Orange, CA 92868
Description of Work: landscape, irrigation, redwood header, and decomposed granite	
CSLB Contractor License NO. 492862	DIR Registration NO. 1000000079
Phone NO. (714) 939-6600	Dollar Amount of Work & % of Work \$358,566 37%

Sub-Contractors Name: Chrisp Company	Address: 43650 Osgood Rd, Fremont, CA 94539
Description of Work: striping, RRFB installation and signs	
CSLB Contractor License NO. 374600	DIR Registration NO. 1000000306
Phone NO. (510) 656-2840	Dollar Amount of Work & % of Work \$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:	
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:	
CSLB Contractor License NO.	DIR Registration NO.
Phone NO.	Dollar Amount of Work & % of Work

Percent of work to be performed by sub-Contractors: 43% %
 (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:

- (1) 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.

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 San Bernardino

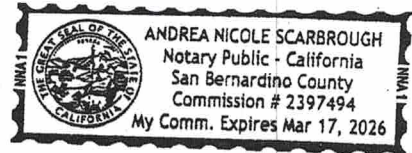
On May 20, 2024 before me, Andrea Scarbrough, Notary Public
(insert name and title of the officer)

personally appeared Brenton Gentry
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  (Seal)



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 <http://www.dir.ca.gov/Public-Works/PublicWorks.html> 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.¹

Name of Bidder: Gentry General Engineering, Inc.

DIR Registration Number: 1000024189

DIR Registration Expiration: 06/30/2025

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: 

Name and Title: Brenton Gentry - President/CEO

Dated: May 20, 2024

¹ 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.”

EXHIBIT D



GENTRY GENERAL ENGINEERING

Gentry General Engineering, Inc
320 W Tropica Rancho Rd
Colton, CA 92324
(909) 330-1128

BID 24-002

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

To whom it may concern,

I am writing to protest the proposals submitted on May 23, 2024 by SDC Engineering Inc and Cook Development Group, Inc. for the *CIP 502 Greenbelt Pedestrian Trail, CIP 604 City Wide ADA Improvements, and CIP 194 Annual Striping Improvements* projects. It is our assessment that the aforementioned bidders are nonresponsive/nonresponsible on the following grounds:

Section III: Instruction to Bidders mandates (page 9) that "the proposal shall be fully executed and submitted on the forms provided by the City" and that Form I: Non-Collusion Declaration "shall be signed and returned to the City with the Bid Proposal." Section III: Instruction to Bidders goes on to clarify (page 12) that "the award of contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all of the requirements prescribed." Having failed to sign and return Form I: Non-Collusion Declaration with their bid proposals, neither SDC Engineering Inc nor Cook Development Group, Inc can be considered the "lowest responsible bidder whose proposal complies with all of the requirements prescribed," and must both be found nonresponsible.

It is worth noting that a non-collusion declaration constitutes far more than a mere formality; rather, it is a fundamental and indispensable element of any fair public bid. Failure to execute a non-collusion declaration is not a minor oversight, but a universally disqualifying offense. The City's own specification subsection "Disqualification of Bidders" (page 12) concurs, specifically listing any "reason for believing that collusion exists" as grounds for a proposal's rejection.

Thank you,

Brenton Gentry - President, Gentry General Engineering, Inc

EXHIBIT E

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 of SDC 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, or to fix any overhead, profit, or cost element of the Bid Price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/17/2024 [date], at Laguna Hills [city], California [state].

SDC Engineering Inc.
NAME OF BIDDER


SIGNATURE OF BIDDER

24881 Alicia Pkwy Ste E #340
ADDRESS OF BIDDER

Laguna Hills, CA 92653
CITY STATE ZIP

EXHIBIT F

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 of Cook Development Group, Inc., the party making the foregoing Bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 5/21/24 [date], at Irvine [city], CA [state].

Cook Development Group, Inc.
NAME OF BIDDER


SIGNATURE OF BIDDER

17744 Skypark Circle #205
ADDRESS OF BIDDER

Irvine CA 92614
CITY STATE ZIP

EXHIBIT G

June 4, 2024

File No.: 8071.09

Via Email (Suja@HermosaBeach.gov) and FedEx

Suja Lowenthal, City Manager
City of Hermosa Beach, City Hall
1315 Valley Drive, 2nd Floor
Hermosa Beach, California 90254

Re: S.D.C Engineering Inc.'s Response to Gentry
General Engineering's Bid Protest
Project Name: CIP No. 502 Greenbelt Pedestrian Trail,
CIP No. 604 City Wide ADA Improvements,
and
CIP No. 194 Annual Striping Improvements
Bid Opening Date: May 23, 2024

Dear Ms. Lowenthal:

This firm serves as legal counsel to S.D.C Engineering Inc. (hereinafter "S.D.C."). Please allow this correspondence to serve as S.D.C.'s response (hereinafter "Response") to the protest filed by Gentry General Engineering (hereinafter "Gentry") on May 29, 2024, with respect to the City of Hermosa Beach's (hereinafter "City") potential and/or intended award of contract regarding the project commonly known as CIP No. 502 Greenbelt Pedestrian Trail, CIP No. 604 City Wide ADA Improvements, and CIP No. 194 Annual Striping Improvements (hereinafter "Project") to S.D.C..

All communications directed to S.D.C. may be sent to this office. However, for purposes of the instant Response, be advised that S.D.C.'s office address is 24881 Alicia Parkway, Suite E, #340, Laguna Hills, CA 92653.

City of Hermosa Beach

June 4, 2024

Page 2

I. FACTUAL BACKGROUND

In early May 2024, the City issued an Invitation to Bid (BID 24-002) with respect to the Project (hereinafter referred to "Bid Invite"). Thereafter, on May 16, 2024, the City issued Addendum 1 to the Bid Invite.

On May 23, 2024, S.D.C. submitted its bid for the Project in the amount of \$843,216.29. Gentry submitted its bid in the amount of \$961,710.75. Gentry's bid exceeded S.D.C.'s bid by \$118,484.46. Since S.D.C. is the lowest responsive bidder, it should be awarded the Contract.

On May 29, 2024, more than five (5) days after Bid Opening, Gentry submitted its Bid Protest alleging that S.D.C.'s bid was "nonresponsive/nonresponsible" because S.D.C. failed to submit Form I: Non-Collusion Declaration with its bid proposal.

As made clear from the email sent by Ashley Gonzalez, S.D.C.'s Account Manager, the reason Form I: Non-Collusion Declaration (hereinafter "Declaration") was not uploaded as part of S.D.C.'s initial bid submission was due to a technical oversight and inadvertent error. That is, prior to uploading S.D.C.'s bid on Planet Bid, Ms. Gonzalez attempted to merge S.D.C.'s bid package and Addendums into one pdf.. Unfortunately, when Adobe merged the documents together it did not include/pick up the last page of the package Ms. Gonzalez sought to merge into one pdf. The last page of the package was S.D.C.'s Non-Collusion Declaration. Ms. Gonzalez was not aware of this technical issue until S.D.C. was contacted by Mr. Andrew Nguyen, Associate Engineer for the City of Hermosa Beach.

On May 29, 2024, at 4:14 p.m., Mr. Nguyen wrote to S.D.C.'s President, Mr. Danny Cancino, and said:

"We are reviewing the bid submittal form for the City project CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, & CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS. We do not see a signed form I. Non-Collusion Declaration.

We will need that signed form submitted to us within 48 hours or it may lead to the disqualification of this bid.

Please send over that signed form."

City of Hermosa Beach

June 4, 2024

Page 3

Within eleven (11) minutes of receiving Mr. Nguyen's email, specifically, at 4:25 p.m. on May 29, 2024, Ms. Gonzalez sent the Non-Collusion Declaration to Mr. Nguyen and explained:

"I'm sorry I'm not sure how that one didn't get uploaded. Please find the one we had filled out for the bid forms attached below. Please let me know once you've received it."

True and correct copies of the emails exchanged between Ms. Gonzalez and Mr. Nguyen on May 29, 2024, are enclosed collectively as Exhibit "A".

II. THE PROJECT SPECIFICATIONS AND CONTRACT DOCUMENTS CONFIRM THAT THE CITY HAS FULL DISCRETION TO WAIVE ANY IRREGULARITIES.

A. The Notice Inviting Bids clearly states that the City has the right to waive irregularities.

The Notice Inviting Bids (page 2 of the Specifications) clearly states:

"The City reserves the right to reject any or all bids and to waive any informality or irregularity in any bid received and to be the sole judge of the merits of the respective bids received." (Emphasis added.)

Page 10 of the Specifications repeats the foregoing, to wit:

Rejection of Proposals: The City reserves the right to reject any and all proposals and to waive any minor or technical discrepancies or irregularities." (Emphasis in the original.)

B. California Law also confirms that the City has the right to waive irregularities.

An agency "has discretion to waive immaterial deviations from bid specifications and may accept the bid under certain conditions." (*MCM Construction, Inc. v. City and County of San Francisco* (1998) 66 Cal. App. 4th 359, 374, 78 Cal. Rptr. 2d 44.)

Since the City has the right to waive any informality or irregularity in any bid it received, S.D.C. respectfully requests that the City waive the irregularity caused by the

City of Hermosa Beach

June 4, 2024

Page 4

technical mishap when S.D.C.'s bid was converted to pdf format for submission on Planet Bids.

III. GENTRY'S BID PROTEST IS UNTIMELY AND THEREFORE MUST BE REJECTED.

Page 15 of the Specifications mandates:

"Protest Procedures: Bidders may file a "protest" of a bid proposal with the City's City Manager. In order for a Bidder's protest to be considered valid, the protest must:

C. **Be filed in writing within five (5) calendar days after the bid opening date;...**"

* * *

If the protest does not comply with each of these requirements, the City may reject the protest with or without further review."

(Emphasis added, in part.)

The Bid Opening Date was May 23, 2024. Five calendar days after May 23, 2024 is May 28, 2024. Gentry did not submit its Bid Protest until *six days later*, that is, on May 29, 2024. (Enclosed as Exhibit "B" is a true and correct copy of the email and Bid Protest sent by Gentry.) Thus, Gentry's Bid Protest is a day late. As a result, Gentry's Bid Protest must be rejected because it was not timely.

The Specifications require that bid protests be submitted within five (5) calendar days after the bid opening date. Gentry did not submit its Bid Protest until six (6) calendar days after the Bid Opening Date. As a result, Gentry's Bid Protest is untimely and should be rejected.

City of Hermosa Beach

June 4, 2024

Page 5

IV. THE PAGE TEMPORARILY MISSING FROM S.D.C.'S BID WAS AN INCONSEQUENTIAL DEVIATION BECAUSE THE INCIDENT DID NOT PROVIDE S.D.C. AN UNFAIR COMPETITIVE ADVANTAGE NOR DEFEAT THE GOALS OF PREVENTING CORRUPTION IN THE PUBLIC CONTRACTING PROCESS.

In addition to the Project Specifications, California law makes clear that the City has the right to waive inconsequential or nonmaterial defects in S.D.C.'s bid. The facts of the present matter are similar to those found in *Bay Cities Paving & Grading, Inc. v. City of San Leandro*, 223 Cal. App. 4th 1181, 167 Cal. Rptr. 3d 733 (2014). In *Bay Cities*, the first page of the lowest bidder's bond was missing from its bid package. The city determined that the missing page was an inconsequential deviation. The Appellate Court held that the city had discretion to waive the deviation as inconsequential because the evidence did not establish that the bid could have been withdrawn, thus, the omission did not result in a competitive advantage. The *Bay Cities* Court ruled:

“A basic rule of competitive bidding is that bids must conform to specifications, and that if a bid does not so conform, it may not be accepted. [Citations.] However, **it is further well established that a bid which substantially conforms to a call for bids may, though it is not strictly responsive, be accepted if the variance cannot have affected the amount of the bid or given a bidder an advantage or benefit not allowed other bidders or, in other words, if the variance is inconsequential.** [Citations.] [Citation.]” (*Ghilotti, supra*, 45 Cal.App.4th at pp. 904–905.)

“The importance of maintaining integrity in government and the ease with which policy goals underlying the requirement for open competitive bidding may be surreptitiously undercut, mandate strict compliance with bidding requirements. [Citation.] [Citation.]” (*MCM, supra*, 66 Cal.App.4th at p. 369.) **However, the rule that requires “strict compliance with bidding requirements does not preclude the contracting entity from waiving inconsequential deviations.”** [Citation.]” (*Ibid.*; see *Ghilotti, supra*, 45 Cal.App.4th at p. 908.) Rather **“a deviating bid must be set aside** despite the absence of corruption or actual adverse effect on the bidding process ...” ***only if* the deviation is “capable of facilitating corruption or extravagance, or likely to affect the amount of bids or the response of potential bidders.** [Citations.]” (*Ghilotti, supra*, 45 Cal.App.4th at p. 908.)

City of Hermosa Beach

June 4, 2024

Page 6

“In the present case, appellant does not dispute the authority summarized above, which establishes that the City has the discretion to waive inconsequential deviations from contract specifications contract specifications in a public contract public contract bid.” (*Ghilotti, supra*, 45 Cal.App.4th at p. 900.) Indeed, in this case, the City's discretion to waive inconsequential or nonmaterial defects in the bids submitted for this public contract public contract project was expressly confirmed in both the San Leandro Municipal Code and in provisions of the “Notice to Bidders” that was issued for this specific project.

“(2) However, appellant does contend that the defect in G&B's bid was material and could not be waived. Thus, the question raised by this appeal is whether the City abused its discretion by waiving the deviation in the G&B bid as inconsequential. The question “ ‘[w]hether in any given case a bid varies substantially or only inconsequentially from the call for bids is a question of fact.’ [Citation.]” (*Ghilotti, supra*, 45 Cal.App.4th at p. 906.) As reflected in the authority summarized above, “[t]o be considered inconsequential, a deviation must neither give the bidder an unfair competitive advantage unfair competitive advantage nor otherwise defeat the goals of insuring economy and preventing corruption in the public contracting public contracting process.” (*Id.* at p. 900.)

“These considerations must be evaluated from a practical rather than a hypothetical standpoint, with reference to the factual circumstances of the case. They must also be viewed in light of the public interest, rather than the private interest of a disappointed bidder. ‘It certainly would amount to a disservice to the public if a losing bidder were to be permitted to comb through the bid proposal or license application of the low bidder after the fact, [and] cancel the low bid on minor technicalities, with the hope of securing acceptance of his, a higher bid. Such construction would be adverse to the best interests of the public and contrary to public policy.’ [Citation.]” (*Ghilotti, supra*, 45 Cal.App.4th at pp. 908–909.) (Emphasis added.)

Bay Cities Paving & Grading, Inc. v. City of San Leandro, 223 Cal. App. 4th 1181, 1188-89, 167 Cal. Rptr. 3d 733, 737-38 (2014)

The *Bay Cities* Court held, that for multiple reasons, the City did **not** abuse its discretion by waiving the deviation in G&B's bid as inconsequential. *Id.* at 1199.

City of Hermosa Beach

June 4, 2024

Page 7

In the matter now under review, the delayed submission of S.D.C.'s Non-Collusion Affidavit was inconsequential for many reasons including but not limited to: (a) the Non-Collusion Declaration is not incorporated into or made part of the Contract to be executed by and between the City and S.D.C.¹; (b) the City has the right to reject any bid, at any time, "if there is reason for believing that collusion exists among the Bidders..."²; and (c) the temporary absence of the Declaration had no impact whatsoever to the amount of S.D.C.'s bid, the scope of work S.D.C. agreed to perform or the response of any other potential bidder to the City's Bid Invite.

V. S.D.C.'S SUBMITTAL OF ITS NON-COLLUSION AFFIDAVIT WITHIN ELEVEN MINUTES OF THE CITY'S REQUEST FOR THE SAME DID NOT PROVIDE S.D.C. ANY UNFAIR ADVANTAGE.

Whether a bid varies substantially or only inconsequentially from the call for bids is a question of fact. (See *Ghilotti*, *supra* 45 Cal.App.4th at p. 906.) If the bid variation resulted in an unfair competitive advantage in the bidding process, the agency may not waive it. (*Ibid.*) A bidder has an unfair competitive advantage if the bid mistake would allow the bidder to "back out" or withdraw from the bidding process, (*Id.* at p. 911; *Valley Crest*, *supra*, 41 Cal.App.4th at p. 1442.) Thus, an agency may not waive a bid irregularity if the irregularity would allow the bidder to withdraw its bid without forfeiting its bid bond.' (*Menefee v. County of Fresno* (1985) 163 Cal.App.3d 1175, 1180-1181, 210 Cal. Rptr. 99.)

S.D.C.'s technical difficulties in submitting its bid, did not provide it with an unfair advantage. Said succinctly, S.D.C.'s bid could not have been withdrawn without penalty, thus, the omission did not result in a competitive advantage.

¹ Page 41 of the Specifications delineate the documents that are to be included as part of the Contract. They are limited to: "...the Notice Inviting Bids, Instructions to Bidders, Bid Proposal, Builders General Provisions, Standard Specifications 2021 edition, Special Provisions, Exhibit A and Exhibit B, and all referenced specifications, details, standard drawings, and appendices; ...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."

² Page 12 of the Specifications specifically states: "If there is reason for believing that collusion exists among the Bidders, any or all proposals may be rejected."

City of Hermosa Beach

June 4, 2024

Page 8

VI. IT IS IN THE PUBLIC'S INTEREST TO AWARD THE CONTRACT TO S.D.C.

As explained in *Bay Cities, Supra*: "These considerations must be ... viewed in light of the public interest, rather than the private interest of a disappointed bidder." In the instant matter, there is a \$118,000 difference between S.D.C.'s bid and Gentry's bid. Therefore due to the \$118,000 savings of taxpayer funds, it would be in the public's interest to award the Project to S.D.C..

VII. S.D.C. RESERVES ITS RIGHT TO SUPPLEMENT THIS RESPONSE

On May 31, 2024, S.D.C. submitted a Public Records request to the City and sought copies of all bids submitted to the City, including Gentry's bid, in the event the information included therein should or could be addressed in this Response. (A copy of S.D.C.'s Public Records Request is attached hereto as Exhibit "C.") Unfortunately, while the City acknowledged receipt of S.D.C.'s Public Records Request, the City is/was unable to provide the requested documents prior to the date when the instant Response is due. Therefore S.D.C. reserves the right to supplement this Response once the requested documents are provided.

VIII. FAILURE TO SUBMIT A NON-COLLUSION DECLARATION IS NOT INDICATIVE, MUCH LESS CONCLUSIONARY, THAT THERE IS "REASON FOR BELIEVING THAT COLLUSION EXISTS".

Gentry's Bid Protest implies that absence of a Non-Collusion Declaration confirms that actual collusion exists. Nothing could be farther from the truth. After being alerted of its absence, S.D.C.'s instantaneous submission of its Non-Collusion Declaration, confirms that it did not participate in any collusion. Temporary absence of one page of its bid is not in any way indicative, and most certainly is not conclusory of the existence of collusion.

IX. S.D.C. IS A RESPONSIBLE BIDDER AND ITS BID IS RESPONSIVE.

A bidder is responsible if it possesses the experience, facilities, reputation, financial resources, and is capable of performing the contract. There is no question that S.D.C. possesses the experience, facilities, reputation, financial resources, and is fully capable of performing the contract. In fact, Gentry's Bid Protest does not present any evidence or argument to the contrary. Thus, S.D.C. is a responsible bidder.

A bid is considered responsive if it indicates compliance without material deviation from the requirements of the solicitation and the terms and conditions of the

CARNO LAW GROUP

A PROFESSIONAL LAW CORPORATION

City of Hermosa Beach

June 4, 2024

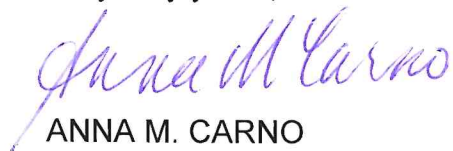
Page 9

proposed contract. As discussed above, S.D.C.'s technical difficulties in submitting its bid is not a material deviation from the requirements of the solicitation or the terms and conditions of the proposed contract. Therefore, S.D.C.'s bid is responsive.

VIII. STATEMENT OF RELIEF REQUESTED

S.D.C.'s request for relief is supported by California law as well as the Bid Specifications. S.D.C. respectfully requests that City award the contract to S.D.C. as the lowest responsive and responsible bidder. Doing so would benefit the public, honor the City's commitments to its taxpayers and comply with the mandates of the Bid Specifications. S.D.C. also respectfully requests that City respond to this correspondence prior to the award of the Contract.

Very truly yours,



ANNA M. CARNO
Attorney for the Firm

AMC: ktp

- Exhibit "A": True and correct copies of the emails exchange between Ms. Gonzalez and Mr. Nguyen on May 29, 2024
- Exhibit "B": Gentry Bid Protest
- Exhibit "C": Confirmation of Receipt of S.D.C.'s Public Records Request

cc: Andrew Nguyen (Via email only: anguyen@hermosabeach.gov)
Dean Bates (Via email only: dean@gentrygeneral.com)

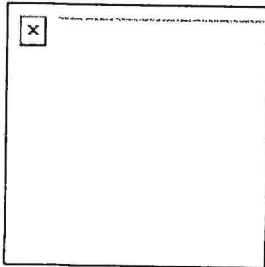
EXHIBIT "A"

----- Forwarded message -----

From: **Andrew Nguyen** <anguyen@hermosabeach.gov>
Date: Wed, May 29, 2024 at 4:28 PM
Subject: Re: Form I. Non-Collusion Declaration
To: Ashley Gonzalez <dcanci@sdceengineeringinc.com>

Thank you Ashley.

Received.



Andrew Nguyen | *Associate Engineer*

City of Hermosa Beach

1315 Valley Dr., Hermosa Beach, CA 90254

o: 310-318-0212

e: anguyen@hermosabeach.gov

hermosabeach.gov

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Download the [Go Hermosa app](#) for service requests.

[Subscribe to E-Notifications](#)

From: Ashley Gonzalez <dcanci@sdceengineeringinc.com>

Sent: Wednesday, May 29, 2024 4:25 PM

To: Andrew Nguyen <anguyen@hermosabeach.gov>

Subject: Re: Form I. Non-Collusion Declaration

Hello,

I'm sorry I'm not sure how that one didn't get uploaded. Please find the one we had filled out for the bid forms attached below. Please let me know once you've received it.

Thank you,

Ashley Gonzalez
Account Manager
SDC Engineering Inc.

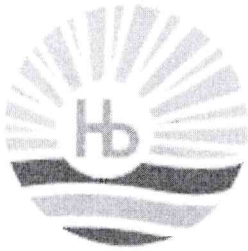
On Wed, May 29, 2024 at 4:14 PM Andrew Nguyen <anguyen@hermosabeach.gov> wrote:
Hello Danny,

We are reviewing the bid submittal form for the City project CIP NO. 502 GREENBELT PEDESTRIAN TRAIL, CIP NO. 604 CITY WIDE ADA IMPROVEMENTS, & CIP NO. 194 ANNUAL STRIPING IMPROVEMENTS. We do not see a signed form I. Non-Collusion Declaration.

We will need that signed form submitted to us within 48 hours or it may lead to the disqualification of this bid.

Please send over that signed form.

Thank you,



Andrew Nguyen | *Associate Engineer*

City of Hermosa Beach

1315 Valley Dr., Hermosa Beach, CA 90254

o: 310-318-0212

e: anguyen@hermosabeach.gov

hermosabeach.gov

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[Subscribe to E-Notifications](#)

EXHIBIT “B”

----- Forwarded message -----

From: **Dean Bates** <dean@gentrygeneral.com>

Date: Wed, May 29, 2024 at 5:39 PM

Subject: 24-002 Bid Protest

To: Andrew Nguyen <anguyen@hermosabeach.gov>

Cc: Lucho Rodriguez <lrodriguez@hermosabeach.gov>, Brenton Gentry <brenton@gentrygeneral.com>, Alicia Sanchez <alicia@gentrygeneral.com>, Andrea Scarbrough <andrea@gentrygeneral.com>, Cynthia Reyes <cynthia@gentrygeneral.com>, <dcanci@sdceengineeringinc.com>, <estimating@cookdevelopmentgroup.com>, <aaron@laeng.net>

Good afternoon,

Please find attached our bid protest concerning Bid #24-002 - CIP No. 502 Greenbelt Pedestrian Trail, CIP No. 604 City Wide ADA Improvements, and CIP No. 194 Annual Striping Improvements.

Thank you,

Dean Bates



Dean Bates

Office: (909) 330-1128

Fax: (909) 330-1129

Cell: (909) 732-1663

Email: dean@gentrygeneral.com

320 W Tropica Rancho Rd

Colton, CA 92324



GENTRY GENERAL ENGINEERING

Gentry General Engineering, Inc
320 W Tropica Rancho Rd
Colton, CA 92324
(909) 330-1128

BID 24-002

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

To whom it may concern,

I am writing to protest the proposals submitted on May 23, 2024 by SDC Engineering Inc and Cook Development Group, Inc. for the *CIP 502 Greenbelt Pedestrian Trail, CIP 604 City Wide ADA Improvements, and CIP 194 Annual Striping Improvements* projects. It is our assessment that the aforementioned bidders are nonresponsive/nonresponsible on the following grounds:

Section III: Instruction to Bidders mandates (page 9) that "the proposal shall be fully executed and submitted on the forms provided by the City" and that Form I: Non-Collusion Declaration "shall be signed and returned to the City with the Bid Proposal." Section III: Instruction to Bidders goes on to clarify (page 12) that "the award of contract, if it be awarded, will be to the lowest responsible Bidder whose proposal complies with all of the requirements prescribed." Having failed to sign and return Form I: Non-Collusion Declaration with their bid proposals, neither SDC Engineering Inc nor Cook Development Group, Inc can be considered the "lowest responsible bidder whose proposal complies with all of the requirements prescribed," and must both be found nonresponsible.

It is worth noting that a non-collusion declaration constitutes far more than a mere formality; rather, it is a fundamental and indispensable element of any fair public bid. Failure to execute a non-collusion declaration is not a minor oversight, but a universally disqualifying offense. The City's own specification subsection "Disqualification of Bidders" (page 12) concurs, specifically listing any "reason for believing that collusion exists" as grounds for a proposal's rejection.

Thank you,

Brenton Gentry - President, Gentry General Engineering, Inc

EXHIBIT “C”

City of Hermosa Beach Public Records

Your record request #24-271 has been submitted successfully.

This is an automated response.

Thank you for contacting the City of Hermosa Beach. If you submitted your request during our business hours [7:00 am – 6:00 pm], Monday through Thursday, the City has received and is reviewing your request. If you have sent this message on a holiday or when we are closed, we will receive and review your request when our business hours resume.

This message serves as notification of receipt and the City's intent to comply with your request for public records, pursuant to the California Public Records Act (Government Code Section 6250 et seq.). Under the Public Records Act, the City has ten (10) days to respond to any request for public documents by indicating whether or not the documents exist and will be made available. Actual production of the documents may take longer depending upon the nature, volume, or complexity of the request.

In the meantime, if you have any questions or concerns regarding the processing of this request, please contact me directly.

Sincerely,

Reanna Guzman, CMC

Deputy City Clerk | City of Hermosa Beach

Phone: 310-318-0204 | Email:

recordsrequest@hermosabeach.gov

[View Request 24-271](#)

<https://cityofhermosabeach-ca.nextrequest.com/requests/24-271>

As the requester, you can always see the status of your request by signing into the City of Hermosa Beach [portal](#).

If you haven't already signed in, you may need to [activate or setup your account](#) to